**AGENDA**
**Mobile City Council**

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 26, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Dan Taylor, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   May 19, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Reqeust of Isaiah 53 Holiness Church for a waiver of the Noise Ordinance at BTW &

Hank Aaron Park on May 30, 2026, from 3:00 p.m. - 7:00 p.m. (District 1).

Request of Kim Hall for a waiver of the Noise Ordinance at 2051 Clemente Court on June 6, 2026, from 3:00 p.m. - 10:00 p.m. (District 1).

Request of Felicia McCarty for a waiver of the Noise Ordinance at Lincoln Avenue from 9th Street to 11th Street on June 28, 2026, from 2:00 p.m. - 9:00 p.m. (District 1).

Request of Original Dragons, Inc. for a waiver of the Noise Ordinance at 156 S. Broad Street on July 11, 2026, from 4:30 p.m. - 10:00 p.m. (District 2).

Request of Kimberly Knight for a waiver of the Noise Ordinance at 10 S. Conception Street, blocking Conception, Conti, and Dauphin Streets, on June 14, 2026, from 1:00 p.m. - 6:00 p.m. (District 2).

Request of Danielle Holland for a waiver of the Noise Ordinance at 119 Dauphin Street on June 20, 2026, from 11:00 a.m. - 7:00 p.m. (District 2).

Request of Christopher Poiroux for a waiver of the Noise Ordinance at 2301 Airport Boulevard on June 20, 2026, from 7:00 p.m. - 10:00 p.m. (District 2).

Request of Allene D. Foster for a waiver of the Noise Ordinance at 540 Texas Street on July 18, 2026, from 12:00 p.m. - 9:00 p.m. (District 2).

Request of Sheamon McCants for a waiver of the Noise Ordinance at 606 Saint Francis Street on July 26, 2026, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Lorena Camilleri for a waiver of the Noise Ordinance at Medal of Honor Park on May 30, 2026, from 12:00 p.m. - 2:00 p.m. (District 6).

## 11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Estella Trotter - request open records to understand settlement agreements of terminated MHA executive directors.

Robert Clopton, Sr. - provide information about the NAACP's stop gun violence weekend and "Wear Orange Rally".

Reggie Hill - request various investigations, Rules, economic development, and public safety.

## 12. ORDINANCES HELD OVER

64-023 Consider the modification of a previously approved Planned Unit Development for property located at 1879 Conception Street Road (sponsored by Councilmember Ingram).

## 13. CIP RESOLUTIONS HELD OVER

01-553 Authorize Agreement with HCL Contracting, LLC for 2026 CIP Resurfacing District 6; $3,080,643.80 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-554 Authorize Contract with ECS Southeast, LLC for 2026 CIP Resufacing District 6; $66,000.00 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

## 14. CONSENT RESOLUTIONS HELD OVER

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).

## 15. RESOLUTIONS HELD OVER

08-560 Approve purchase order to Sansom Equipment Co., Inc. for side load garbage trucks for Public Services Dept.; $794,530.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-561 Approve purchase order to Truck Equipment Sales, Inc. for crew trucks with dump bodies; $166,816.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-562 Re-allocate funds from unassigned Capital Improvement Funds to Capital Project Equipment-Fire Dept. to support the purchase of various capital equipment related items; $284,883.45 (sponsored by Mayor Cheriogotis) (submitted by Tiffany Hollins, Finance Dept.).

09-563 Re-allocate funds from the unassigned Capital Improvement Fund to General Fund Account Fleet Vehicles to support the purchase of a panel truck for MFRD; $276,674.00 (sponsored by Mayor Cheriogotis) (sponsored by John Paine, Purchasing Dept.).

21-564 Authorize Contract with Letters to Cleo, Inc. for musical artist performance services; $26,700.00 (sponsored by Mayor Cheriogotis) (submitted by Jenyia Rocker, Events Dept.).

21-565 Authorize Agreement with Concourse Tech, Inc. for Events Management software platform; $70,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

25-566 Grant a non-exclusive emergency access easement to Spring Hill Holding, LLC to provide emergency access for a new multifamily apartment complex (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Forrester, Eng., and Carleen Stout, REAM).

37-567 Consider the application of Ground Transportation with Travis for a Certificate of Public Convenience and Necessity to operate a taxicab service (submitted by Lisa C. Lambert, City Clerk).

37-568 Consider the application of Raw Medical Transport, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-569 Authorize Settlement Agreement and Release of Claims; Jefferson (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-570 Authorize Settlement Agreement and Release of Claims; L. Nelson, and minor, L. Nelson (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

**16. CIP RESOLUTIONS BEING INTRODUCED**

08-572 Approve purchase order to Prime Professional Concrete Pumping & Finishing, LLC for sidewalk installation at 702 S. University Blvd.; $18,756.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-573 Transfer funds from General Fund, Transit Revenue, to Capital Project F719-002 for restroom repairs and renovations at Mobile Metro Transit Facility; $37,283.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-574 Transfer funds from Capital Project CIP Mobile Greenway Initiative to Capital Project TIF Wayfinding Analysis; $45,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

09-575 Transfer funds from Capital Project CIP Citywide Parks and Trail Signage to Capital Project TIF Wayfinding Analysis; $70,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

**17. RESOLUTIONS BEING INTRODUCED**

01-576 Authorize Amendment No. 1 to Agreement with Found Design, LLC, d/b/a MERJE, for the professional services for development of City of Mobile, Alabama Wayfinding Program; $97,400.00 increase (sponsored by Mayor Cheriogotis) (submitted by Shayla Beaco, Build Mobile, Shonnda Smith, Public Works Dept., & Jennifer Greene, Program & Project Mgmt.).

01-577 Authorize Amendment No. 1 to the Franchise Agreement with Neutron Holdings, Inc., d/b/a Lime, to extend the term of the franchise, reaffirm the annual franchise fee, and incorporate additional provisions (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

01-578 Authorize agreement with Rob't J Baggett Inc. for Mobile River Fender System Replacement: $1,107,734.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

01-579 Authorize Agreement with Stearns, Conrad and Schmidt Consulting Engineers, Inc. for spill prevention, control and countermeasures plans at various City facilities; $37,000.00 (sponsored by Councilmembers Penn, Ingram, Small, Gregory, and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

08-580 Approve Item-Award Bid for used guns (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-581 Approve purchase order to Best Price Services, LLC for storm drainage vegetation and debris removal, 6725 Ziegler Blvd.; $22,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-582 Approve purchase order to Godwin Land Solutions, LLC for storm drainage vegetation and debris removal, Halls Mill Rd. to McLaughlin Dr.; $17,236.40 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-583 Approve purchase order to Invasive Management Services, Inc. for storm drainage vegetation and debris removal, Butler St. to E. I-65 Service Rd., N.; $23,127.84 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-584 Approve purchase order to Major League Landscaping, LLC for storm drainage vegetation and debris removal, 3807 Hilton Dr. to Government Blvd.; $28,043.28 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-585 Approve purchase order to Safe Haven Co., LLC for storm drainage vegetation and debris removal, 3201 Hillcrest Rd. to Bryn Olyn Ct.; $23,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-586 Approve purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal, 3755 Government Blvd. to Montlimar Creek; $29,680.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-587 Approve purchase order to B&L Cable Construction, LLC for fiber optic cable for Fire Station #1; $15,390.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-588 Approve purchase order to CDW Government, LLC for annual renewal of Sonicwall Network Security software and services; $36,402.77 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-589 Approve purchase order to CDW Government, LLC for switches, transceivers, and support for fiber channel storage; $39,946.78 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-590 Approve purchase order to CDW Government, LLC for computer network switch for Convention Center; $17,071.00 (sponsored by Mayor Cheriogtis) (submitted by John Paine, Purchasing Dept.).

08-591 Approve purchase order to Stivers Chrysler Dodge Jeep Ram for Dodghe Durango for MPD; $43,156.24 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-592 Authorize Contracvt with Mobile Convention and Visitors' Corp for promotional and advertising Ssrvices for Mobile Alabama Cruise Terminal; NTE $100,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

21-593 Authorize Contract Amendment No. 1 with Volkert, Inc. for Broad Street Phase III, from Garrity Rd. to Palmetto St.; $28,650.00 increase (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

60-594 Authorize Settlement Agreement and Release of Claims; S. Williams

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

**18. <u>ANNOUNCEMENTS</u>**

# 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: Isaiah 53 Holiness Church
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2516561260

Organization (if applicable) _____

Mailing Address of Applicant 4203 Moffett Rd Mobile, AL 36618

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:
BTW & Hank Aaron Park

Date of Event: 5/30/26 Starting Time: 3:00 pm Ending Time 7 pm
**(NOTE: In residential areas, cannot go beyond 10:00 p.m.)**

Type of Event: Street Meeting

Do you plan to sell alcohol at this event? _____ YES 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

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Kim Hall
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-367-6745

Organization (if applicable) N/A

Mailing Address of Applicant 2051 Clemente Ct Mobile, Al 36617

Telephone No. 251-367-6745 E-mail address KimhAll85@yahoo.com

Location or address of event where amplification will be used:
2051 Clemente Ct Mobile, Al 36617 (Birthday Party)

Date of Event: 6/6/26 Starting Time: 3:00pm Ending Time 10:00pm

**(NOTE: In residential areas, cannot go beyond 10:00 p.m. There is no fee charged for this waiver)**

Type of Event: Birthday Party

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

***Music containing obscene language or profanity is prohibited***

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

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Name of Applicant: Felicia Mccarty
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-458-6885 Cell Number: Same

Organization (if applicable) _____

Mailing Address of Applicant 6551 Dickens Ferry Rd Apt 705

Telephone No. 2514586885 E-mail address felicia.mccarty@yahoo.com

Location or address of event where amplification will be used:
Mobile Terrace, Lincoln 9th Street to 11th Street

Date of Event: 6/28/20 Starting Time: 2pm Ending Time 9pm

**(NOTE: In residential areas, cannot go beyond 10:00 p.m. There is no fee charged for this waiver)**

Type of Event: Mobile Terrace Community Cookout

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

***Music containing obscene language or profanity is prohibited***

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CITY CLERK DEPARTMENT
2026 MAY 21 AM 10:41

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: FRED LINDSEY JR. / GERALDINE N/ MCDONNELL
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 303-0133 OR (251) 643-5237

Organization (if applicable) ORIGINAL DRAGONS INC.

Mailing Address of Applicant 1123 DUNNAWAY DRIVE, MOBILE, AL. 36605

Telephone No. N/A E-mail address GERRIMCDONELL50@YAHOO.COM

Location or address of event where amplification will be used:
ORIGINAL DRAGONS INC. (1566 SOUTH BROAD ST.) MOBILE, AL 36602

Date of Event: JULY 4TH 2026 Starting Time: 4:30PM Ending Time 10:00PM

**(NOTE: In residential areas, cannot go beyond 10:00 p.m. There is no fee charged for this waiver)**

Type of Event: BIRTHDAY PARTY

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

***Music containing obscene language or profanity is prohibited***

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2

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Kimberly Knight
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.725.0197 Cell Number: 251.533.0852

Organization (if applicable) Great Day Latte

Mailing Address of Applicant 1957 Lebaron Dr. W. Mobile, AL 36618

Telephone No. 251.533.0852 E-mail address itsagreatday@greatdaylatte.com

Location or address of event where amplification will be used:

Block of 10 S. Conception St. blocking Conception St/Conti and Conception St/Dauphin St

Date of Event: 6/14/26 Starting Time: 1:00 PM Ending Time 6:00 PM

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

Type of Event: Summer Block Party

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

***Music containing obscene language or profanity is prohibited***

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# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Danielle Holland
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2512708357 Cell Number: 2512708357

Organization (if applicable) The Breakfast Spot

Mailing Address of Applicant 119 Dauphin St Mobile AL 36602

Telephone No. 2513048806 E-mail address thebreakfastspotmobile@gmail.com

Location or address of event where amplification will be used:

119 Dauphin St Mobile AL 36602

Date of Event: 9/20/16 Starting Time: 11:00 AM Ending Time 7:00 PM

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

Type of Event: Block Party

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

***Music containing obscene language or profanity is prohibited***

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Name of Applicant: Christopher Poiroux
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2512934336 Cell Number: 2512934336

Organization (if applicable) _____

Mailing Address of Applicant 7730 Smith Road Theodore AL

Telephone No. 2512934336 E-mail address Izabelaguzman08257@gmail.com

Location or address of event where amplification will be used:

2301 Airport Blvd Mobile AL 36606

Date of Event: June 20, 2026 Starting Time: 7 pm. Ending Time 10pm

**(NOTE: In residential areas, cannot go beyond 10:00 p.m. There is no fee charged for this waiver)**

Type of Event: Music Event

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

***Music containing obscene language or profanity is prohibited***

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# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Allene D. Foster
PLEASE PRINT ALL INFORMATION

Home Phone Number (251) 490-8365 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 1019 Dunnaway Dr.

Telephone No. (251) 490-8365 E-mail address allene.foster@yahoo.com

Location or address of event where amplification will be used:

James Seals - Texas St.

Date of Event: July 18, 2026 Starting Time: 12:00 p.m. Ending Time 9:00 p.m.
**(NOTE: In residential areas, cannot go beyond 10:00 p.m.)**

Type of Event: Retirement event

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

***Music containing obscene language or profanity is prohibited***

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

**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: Sheamon McCants
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 3345496431

Organization (if applicable) Alpha Phi Alpha Fraternity, Inc.

Mailing Address of Applicant P.O. Box 2383 Mobile, AL 36652

Telephone No. 334-549-6431 E-mail address sheamon.mccants23@gmail.com

Location or address of event where amplification will be used:
606 Saint Francis Street Mobile, AL 36606

Date of Event: 07/26/2026 Starting Time: 6:00pm Ending Time 10:00pm

**(NOTE: In residential areas, cannot go beyond 10:00 p.m. There is no fee charged for this waiver)**

Type of Event: Anniversary Celebration (Party)

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

***Music containing obscene language or profanity is prohibited***

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

# 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: Lorena Camilleri
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-295-7068 Cell Number: _____

Organization (if applicable) Isaiah 61:3

Mailing Address of Applicant 10650 Beverly Rd

Telephone No. _____ E-mail address oaksofrighteousness6@gmail.com

Location or address of event where amplification will be used:
Medal of Honor Park Pavilion 3

Date of Event: 05-30 Starting Time: 12 Ending Time 2

**(NOTE: In residential areas, cannot go beyond 10:00 p.m. There is no fee charged for this waiver)**

Type of Event: Fellowship and outreach/Support for young widows w/ children.

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

***Music containing obscene language or profanity is prohibited***

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

**From:** City Clerk
**To:** Pafenbach, Lana
**Subject:** Fw: CityofMobile.org: Addressing City Council Submission
**Date:** Thursday, May 21, 2026 8:27:50 AM

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**From:** cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
**Sent:** Thursday, May 21, 2026 2:18 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:** 2026-05-26
**Address:** Homeless
**Email:** f.trotter20@gmail.com
**Phone:** 2514552040
**Subject And Specific Questions:** Requesting open records to understanding settlement agreements of terminated Executive directors of MHA and impact violates residents.
**Pertain To City Business:** Responsible to restore taxpayers trust by demanding accountability through transparency, restructuring MHA, restructuring MHB, restructuring MHB appointees.
**Signature:** Estella Trotter
**Signature Verify:** X
**Agree:** X
**Date Submitted:** 2026-05-21 02:18:56

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:** Thursday, May 21, 2026 12:47:08 PM

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**From:** cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
**Sent:** Thursday, May 21, 2026 12:46 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:** Robert E. Clopton Sr.
**Date To Address Council:** 2026-05-26
**Address:** 2612 Charlotte Oaks Dr, Mobile, Al 36695
**Email:** robertcloptonsr@gmail.com
**Phone:** 3865893145
**Subject And Specific Questions:** I would like to address the Council for informative means, alerting the City to the NAACP stop gun violence weekend and "Wear Orange" rally at Government Plaza for June 5, 2026, 10:30-12:00.
**Pertain To City Business:** The gun violence situation that we and other cities have must be addressed by all citizens. Prayerfully, we can curb gun violence from our efforts and this definitely pertains to the city's business.
**Signature:** Robert E. Clopton Sr.
**Signature Verify:** X
**Agree:** X
**Date Submitted:** 2026-05-21 12:46:05

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

**From:** City Clerk
**To:** Pafenbach, Lana
**Subject:** Fw: 5/26 Agenda
**Date:** Thursday, May 21, 2026 1:56:45 PM

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**From:** RJHILL II <rhills4tf@gmail.com>
**Sent:** Thursday, May 21, 2026 1:59 PM
**To:** City Clerk <cityclerk@cityofmobile.org>
**Subject:** 5/26 Agenda

**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.

Dear City Clerk's Office,

Greetings! I hope that all is well with each of you. This is a formal request to be added to the upcoming Agenda. I shall present the following:

**AGENDA LISTING**: Request varying Investigations; Rules; Economic Development; Public Safety.

**PRESENTATION DETAILS**:

* Request an investigation into land deals associated with the Mobile Airport Authority, and the recent settlement agreement pertaining to the Mobile Housing Authority;

* Request an investigation into incentives related to the naming rights of the Mobile Civic Center Project and dissolving of the Mobile Civic Center Board;

* Request an investigation into defamatory, conspiring, and coercive practices being made by certain members of the reported Administration against specific Citizens--thus hindering opportunities for youth and families in high-poverty and underserved communities;

* Request an investigation into dangerously unconstitutional acts being orchestrated by the Gulf Coast Technology Center and collaborating legal institutions--thus jeopardizing access to capital for adolescent projects proven to eradicate poverty and prevent senseless hostility in overlooked and underrepresented neighborhoods;

* Rules: Amend the process for Items being added to the Agenda (including actions under $15,000), Citizen engagement and inconsistencies (speaking out of turn, acting disorderly, etc.), Items being approved on the first read, approval of Board/Commission Appointments, structure of Committee Meetings, removal of mandatory Thursday sign-up for Non-Agenda Items (seeing that reported officials seldomly address each of the inquiries presented by Citizens, even when directly a part of City Business);

* Economic Development: Access to residential/commercial properties, advancements for the Municipal Enforcement Department, recommendations for various Unassigned Balances;

* Public Safety: Performance Contracts; Summer Camp Fees; Amendments to Chapter 46 of Mobile Municipal Code to better assist Police Officers patrolling in unfamiliar or uncomfortable territories, contingency requirements for legal entities receiving funds from the City of Mobile.

Thank you for your attention to these extremely important matters pertaining to our City's business.

I have suggested how my remarks should be listed on the Agenda (AGENDA LISTING). Otherwise, if the intention (of the Clerk's Office) is to continue listing these requests in detail, it should be referenced in totality, as provided by the Speaker.

Otherwise (when altered by any means), it risks being misleading to the Public, as these requests become "doctored up". Feel free to contact me, if there is any confusion.

I am grateful for the work of the Clerk's Office. Have a great weekend. See you all on Tuesday!

Kindest Regards,

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

# 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 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **17th** day of **May, 20226**, 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 1879 Conception Street Road.

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 September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;

- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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 19th 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 22nd 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 **1879 Conception Street Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **September 11, 2009.** The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.** If approved, the modification will **allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet,** subject to the following proposed conditions: 1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements: a) Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened; b) Provision of the lot size in both square feet and acres; c) Depiction of the existing vegetative buffer adjacent to residentially zoned property; d) Retention of the existing chain-link fence; e) Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings; f) Inclusion of zoning district information; g) Illustration of parking and traffic circulation, including a table showing required and provided parking spaces; h) Provision of the site's legal description or recorded plat reference; i) Retention of the graphic scale and north arrow; j) Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet; k) Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code; l) Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized; m) Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements; n) Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits; o) Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council. 2. Compliance with all Engineering comments noted in the staff report; 3. Compliance with all Traffic Engineering comments noted in the staff report; 4. Compliance with all Urban Forestry comments noted in the staff report; 5. Compliance with all Fire Department comments noted in the staff report; 6.Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. 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 **September 11, 2009,** to **allow multiple structures on a single building site,** located at **1879 Conception Street Road** and described as follows:

**COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.**

WHEREAS, on **February 16, 2026,** 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;

- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
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    - Retention of the existing chain-link fence;
    - Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
    - Inclusion of zoning district information;
    - Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
    - Provision of the site's legal description or recorded plat reference;
    - Retention of the graphic scale and north arrow;
    - Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;

- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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**

**MAWSS (McCrory & Williams, Inc., Agent)**
**1879 Conception Street Road**
**Council District 2**
**Samantha Ingram**

THE CITY OF MOBILE, AL
Planning & Zoning Department

# MOBILE CITY PLANNING COMMISSION

April 7, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **March 19, 2026**, considered the request of **MAWSS (McCrory & Williams, Inc., Agent)**, for a Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet, for the property located at **1879 Conception Street Road**.

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

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;
    - Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
    - Inclusion of zoning district information;
    - Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
    - Provision of the site's legal description or recorded plat reference;
    - Retention of the graphic scale and north arrow;

- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

It should be noted that the applicant has submitted the requested site plan, which has been reviewed by Planning and Zoning staff for approval. The revised site plan is attached.

Copies of the application and reports are also attached.

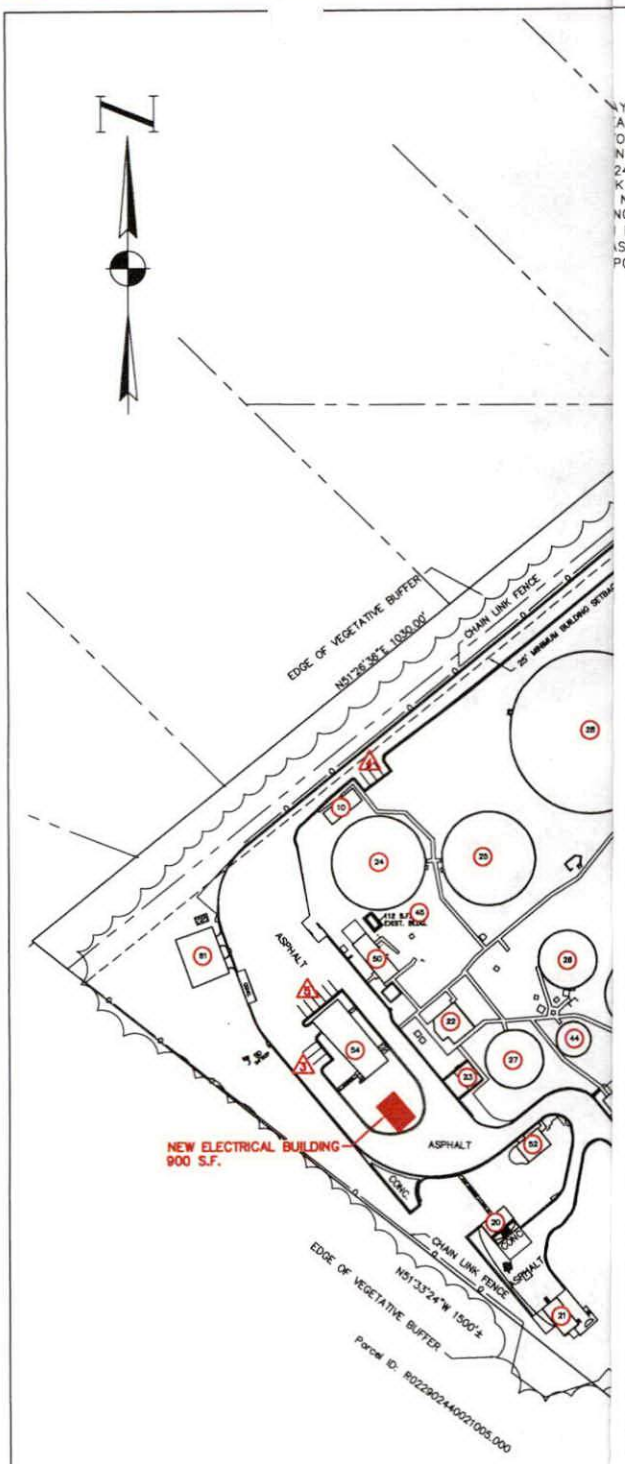
Sincerely,

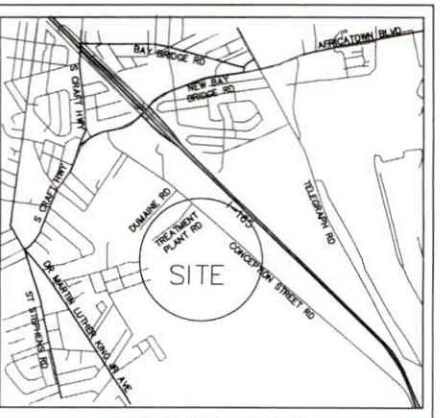
Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

APPROVED TO FORWARD TO CITY COUNC




VICINITY MAP

NOT TO SCALE

PUD GENERAL NOTES:

1. MAXIMUM ALLOWABLE BUILDING HEIGHT IN I-1 ZONING DISTRICT IS 45 FEET.
2. ANY NEW LIGHTING SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-9.C OF THE UNIFIED DEVELOPMENT CODE.
3. ANY DUMPSTERS PLACED ON THE PROPERTY SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-13.A.4 OF THE UNIFIED DEVELOPMENT CODE, OR ALTERNATIVELY , CURBSIDE WASTE REMOVAL SERVICES WILL BE UTILIZED.
4. ANY PROPOSED TREE REMOVAL SHALL BE COORDINATED WITH STAFF TO ENSURE COMPLIANCE WITH APPLICABLE TREE PRESERVATION REQUIREMENTS.
5. ANY SIGNAGE SHALL REQUIRE A SEPERATE REVIEW AND PERMITTING THROUGH PLANNING AND ZONING DEPARTMENT, AND THAT ILLUMINATED SIGNAGE SHALL BE INSTALLED BY A LICENSED AND BONDED SIGN CONTRACTOR AND OBTAIN REQUIRED ELECTRICAL PERMITS.
6. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL PUD MODIFICATIONS SUBJECT TO REVIEW APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
7. ALL MODIFICATIONS SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

ENGINEERING COMMENTS:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

TRAFFIC ENGINEERING COMMENTS:

DRIVEWAY NUMBER, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

URBAN FORESTRY COMMENTS:

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

FIRE DEPARTMENT COMMENTS:

ALL PROJECTS LOCATED WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE PROVISIONS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, WHICH ADOPTS THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE (IFC).

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL NON-SPRINKLERED COMMERCIAL BUILDINGS AND WITHIN 300 FEET OF ALL SPRINKLERED COMMERCIAL BUILDINGS, AS MEASURED ALONG AN APPROVED ROUTE AROUND THE EXTERIOR OF THE FACILITY.

AN APPROVED FIRE WATER SUPPLY CAPABLE OF MEETING THE REQUIREMENTS SET FORTH IN APPENDICES B AND C OF THE 2021 IFC SHALL BE PROVIDED FOR ALL COMMERCIAL BUILDINGS.

FIRE HYDRANT PLACEMENT SHALL COMPLY WITH THE FOLLOWING MINIMUM STANDARDS:

- WITHIN 400 FEET OF NON-SPRINKLERED COMMERCIAL BUILDINGS
- WITHIN 600 FEET OF SPRINKLERED COMMERCIAL BUILDINGS
- WITHIN 100 FEET OF FIRE DEPARTMENT CONNECTIONS (FDCS) SERVING STANDPIPE OR SPRINKLER SYSTEMS

ALTHOUGH THE INTERNATIONAL RESIDENTIAL CODE (IRC) FUNCTIONS AS A STAND-ALONE DOCUMENT FOR THE CONSTRUCTION OF ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES, IT DOES NOT GOVERN THE DESIGN OR LAYOUT OF EMERGENCY ACCESS OR COMMUNITY-LEVEL FIRE PROTECTION INFRASTRUCTURE. THEREFORE, RESIDENTIAL DEVELOPMENTS MUST ALSO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, INCLUDING, BUT NOT LIMITED TO, THOSE LISTED ABOVE CONCERNING THE DESIGN, CONSTRUCTION, REGULATION, AND MAINTENANCE OF FIRE APPARATUS ACCESS ROADS AND FIRE PROTECTION WATER SUPPLIES.

100' 0 100' 200'

GRAPHIC SCALE

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

| REVISION | R PUD MODIFICATION TO ZON2009-02250<br>SMITH-WRIGHT PLAN<br>1879 CONCEPTION STREET<br>CTION 44, T4S-R1W, MOBILE COUNTY, ALABAMA | | |
|---|---|---|---|
| | 2026 | DRAWN BY: D.W. | APPROVED BY: RCL | SHEET 1 OF 1 |

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 20, 2026

Don Whittington
McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama 36606

Re: 1879 Conception Street Road
MOD-003646-2026
MAWSS (McCrory & Williams, Inc., Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet

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

At its meeting on March 19, 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, with revisions submitted to and

approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;
    - Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
    - Inclusion of zoning district information;
    - Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
    - Provision of the site's legal description or recorded plat reference;
    - Retention of the graphic scale and north arrow;
    - Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
    - Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
    - Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
    - Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
    - Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
    - Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.
2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;

4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$756.96.** 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.

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**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:** | 3207 International Dr, Ste G Mobile, AL 36606 | same as applicant |
| **Email:** | [redacted] | |
| **Phone:** | | |
| **Email:** | | |
| **Name:** | McCrory & Williams, Inc Attn: Don Whittington | |

[redacted]

| | Owner | Design Professional |
|---|---|---|
| Name: | Daryl Russell | David Carr |
| Firm: | MAWSS | Jacobs Engineering |
| Phone: | [redacted] | [redacted] |
| Email: | | |
| Address: | PO Box 180249 Mobile, AL 36608-0249 | 25 W. Cedar St, Ste 350 Pensacola, FL 32503 |

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

1879 Conception Street Rd Mobile, AL 36610 — Property Address

32+/- Acres — Property Area (acres or square feet)

02-29-02-44-0-021-004. — Parcel Number(s) or Key Number(s)

I-1; Light Industry — Present Zoning or Transect District

N/A — 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 not applicable

**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 2/13/2026

**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 2/13/2026

# 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.

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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.
   Improvements to the Smith-Wright Plant will help ensure that MAWSS can continue to provide sanitary sewer service to the increasing demand of residences and businesses.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The Smith-Wright Plant is located in an I-1 Light Industrial zone with the nearest residential neighborhood approximately 650' away separated by a heavily wooded area and stream. There is no cross access between the two.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The electrical building additions will be located well within the confines of the Smith-Wright Plant and will not impact adjacent properties.

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)

Proposed buildings at Smith-Wright Plant will house electrical equipment necessary for the operation of the plant. The buildings will be single story - approximately 12' 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 site is bordered on the Southwest, Southeast and Northeast by heavily wooded areas. The area to the Northwest is well maintained grass.

Lighting:

The project will not require any new lighting.

Hours of operation:

24 hours

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 buildings will house electrical equipment only - none of which produces 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 sanitary sewer service to residences and businesses.

[redacted]

## Application Submission
## Contact Information

**Name of Project** MAWSS Smith Plant Electrical Buildings Addition

**Address** 1879 North Conception Street, Mobile Al 36610

**Owner** Mobile Area Water & Sewer Service (MAWSS) c/o Douglas Cote

**Address** P.O. Box 180249, Mobile Al 36618-0249

**Phone** [redacted]

**Authorized Agent** McCrory & Williams Inc.

**Address** 3207 INTERNATIONAL DR., STE. G, MOBILE, AL 36606

**Pho** [redacted]

**Contractor** U/K

**Address** _____

**Phone** _____ **Fax** _____ **E-Mail** _____

**Civil Engineer** Jacobs Engineering c/o David Carr

**Address** 25 W. Cedar St. Suite 350, Pensacola Fl 32502

**Pho** [redacted]

**Architect** U/K

**Address** _____

**Phone** _____ **Fax** _____ **E-Mail** _____

**Submitted By:**

Signature

Don Whittington
Print

2/16/2026
Date

authorized agent
Affiliation to project/Organization

Effective Date: April 1, 2012

# MAJOR PUD MODIFICATION TO ZON2009-02250
# FOR
# MAWSS SMITH-WRIGHT PLANT AT 1879 CONCEPTION STREET

PARCEL NUMBER: R022902440021004.000

DESCRIPTION: **Metes and Bounds:** THAT PT GRT SEC 44 TRS R1W DESC AS BEG AT PT 83 FT (S) SWLY OF INT OF S/S CONCEPTION ST & W/S 3 MILE CREEK TH NWLY 603 FT(S) TH NWLY 665 FT(S) TO PT ON E/S UNNAMED RD TH SWLY ALG RD 1025 FT(S) TH SELY 1470 FT (S) TO W/L TOULMIN SP RING BRANCH TH NELY ALG TOULMIN SPRING BRANCH & TH ALG THREE MILE CRK OF POB EXEMPT CITY OF MOBILE #SEC 44 T4S R1W #MP29 02 44 0 021
**Key #:** 684085

CONTEMPLATED USE AND CHARACTER OF IMPROVEMENTS: PROPERTY IS CURRENTLY OPERATING AS A WASTE WATER TREATMENT PLANT. OWNER WANTS TO AMEND THE CURRENT PUD TO SHOW THE ADDITION OF TWO ELECTRICAL BUILDINGS.

Outlook

MAWSS (McCrory & Williams, Inc., Agent) (MOD-003646-2026)

[redacted]

Date Wed 2/18/2026 10:34 AM

[redacted]

Good morning,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed **partially complete** and scheduled for a Planning Commission agenda, the following items must be submitted:

- **A complete legal description** of the subject property (the full metes-and-bounds description, not the abbreviated version currently provided). This is required to calculate City Council advertising fees.
- The **DWG (AutoCAD) file of the Preliminary Plat**, if not already submitted, to our GIS staff. For your convenience, Tori has been copied on this message.
- **Payment of the application fees.** An invoice has been issued. Please note that the application will not be considered complete until all required materials have been received and fees have been processed.

If the application fees are paid and the DWG file is provided **by noon on February 19, 2026**, the application will be placed on the **March 19, 2026, Planning Commission agenda**. If this deadline is not met, the application will be held until all outstanding requirements have been satisfied.

Following the Planning Commission's recommendation, the **full legal description** must also be submitted to the Planning and Zoning Department before the application can proceed to the City Council for final consideration.

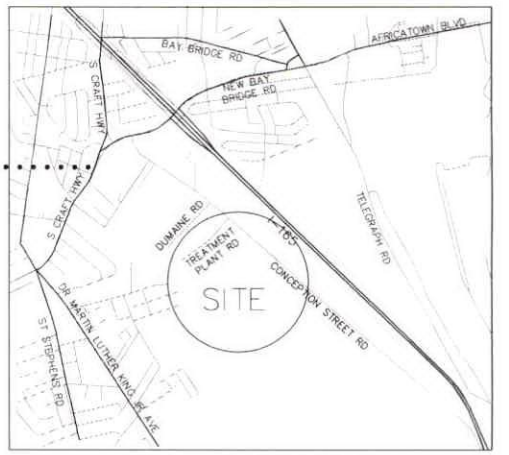
**IMPORTANT**
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: [redacted]

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,
**Logan Anderson**
Principal Planner II
Planning & Zoning

[redacted]

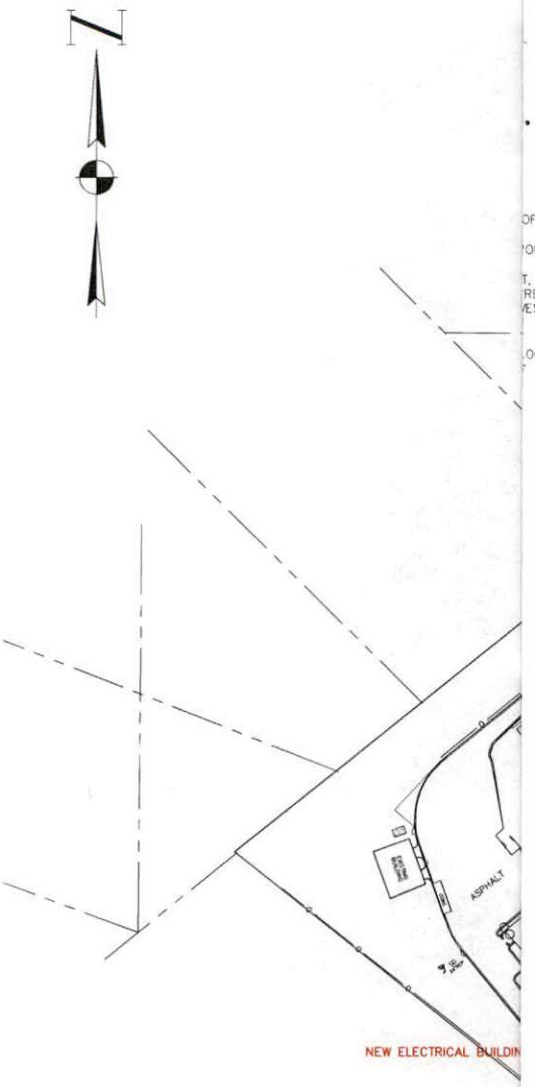
BUILDMOBILE




## VICINITY MAP

NOT TO SCALE

SITE DATA




100' 0 100' 200'

GRAPHIC SCALE

PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

TION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

| REVISION | 26 | DRAWN BY: D.W. | APPROVED BY: RCL | SHEET 1 OF 1 |
|---|---|---|---|---|

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

PROPERTY DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, Daryl B. Russell, 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 Mobile Area Water & Sewer Service (MAWSS), a corporation for the property located within the city limits of Mobile, Alabama at 1879 Conception Street Road.

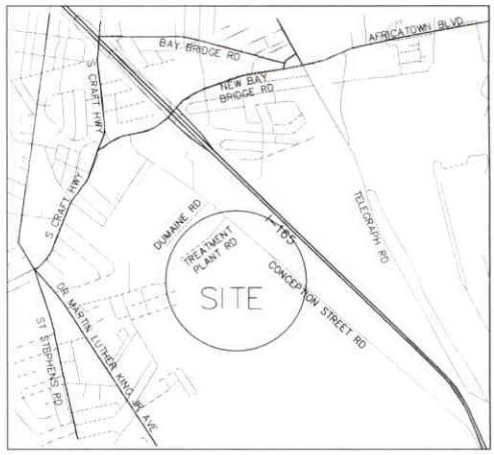
Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and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

| | |
|---|---|
| McCrory & Williams, Inc. | |
| Designee (1) | Designee (2) |
| cyuncannon@mcwinc.com | |
| Email | Email |
| 251-476-4720 | |
| Phone Number | Phone Number |
| | |
| Signature of Company Owner | Date |

Daryl B. Russell / Director of Planning & Market Development

[redacted]

February 2022

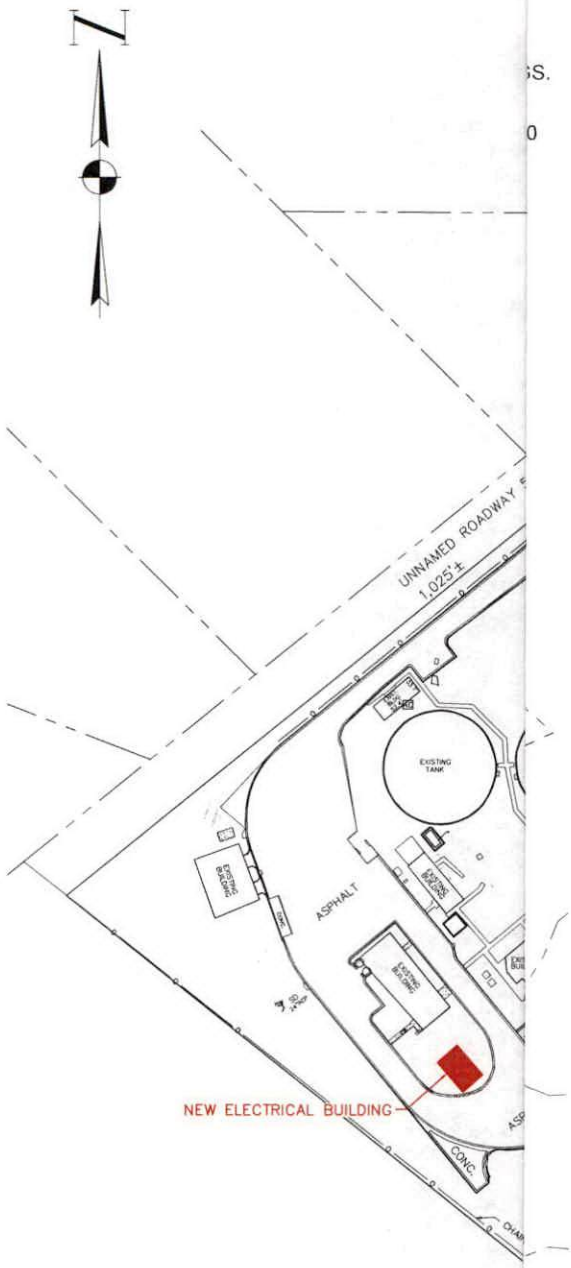



## VICINITY MAP

NOT TO SCALE

SITE DATA

| | |
|---|---|
| EXISTING BUILDINGS | 21,350± S.F. |
| PROPOSED BUILDINGS | 1,200± S.F. |
| PAVEMENT & SIDEWALKS | 145,850± S.F. |
| TANKS | 165,433± S.F. |
| LANDSCAPE | 1,060,087± S.F. |
| TOTAL | 1,393,920± S.F. |




60' 0 60' 120'

GRAPHIC SCALE

PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

ION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

| REVISION | 26 | DRAWN BY: D.W. | APPROVED BY: RCL | SHEET 1 OF 1 |
|---|---|---|---|---|

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg



# Agenda Item # 11
MOD-003646-2026

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
1879 Conception Street Road

**Applicant / Agent:**
MAWSS (McCrory & Williams, Inc., Agent)

**Property Owner:**
Daryl Russell

**Current Zoning:**
I-1, Light Industrial District

**Future Land Use:**
Light Industry

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

**Schedule for Development:**
- Immediately

**Proposal:**
- Modification of a previously approved Planned Unit Development.

**Considerations:**
1. Modification of a previously approved Planned Unit Development with seven (7) conditions.

**Report Contents:** **Page**

Context Map ..... 2
Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 6
Exhibits ..... 8

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

## SITE HISTORY

The site was developed as a water treatment plant sometime before 1984.

Rezoning of the property from B-3, Community Business District, to I-1, Light Industrial District was adopted by the City Council on November 23, 1982.

An Administrative Planned Unit Development (PUD) to continue allowing multiple structures on the property site while permitting the construction of additional site improvements was approved in September 2009.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

## STAFF COMMENTS

### Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD MODIFICATION SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

### Traffic Engineering Comments:

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

## Urban Forestry Comments:

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

## Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

## Planning Comments:

The subject site is developed as an existing water treatment facility. An Administrative Planned Unit Development (PUD) approved in 2009 authorized construction of a 2,552-square-foot processing building, along with associated storage tanks and a receiving area. The applicant now proposes to construct two (2) additional electrical buildings on the site with a combined total area of approximately 1,200 square feet. Due to the addition of new structures of this size, the request constitutes a Major Modification to the previously approved PUD and requires amendment of the original PUD site plan.

The property is zoned I-1 (Light Industrial District), within which a water treatment plant is permitted by right. A detailed project description and all associated application materials are available through the link provided on Page 1 of this report.

Site access is provided from Conception Street Road via Treatment Plant Road and an unopened street right-of-way. A 25-foot front yard setback must be illustrated wherever the property has frontage along a public street right-of-way, whether opened or unopened.

The preliminary site plan provides the lot size in acres only. The Final PUD Site Plan should include the total lot area expressed in both acres and square feet. The plan should also retain the provided site data table identifying the total square footage of existing and proposed buildings.

Commercial and industrial uses require buffering where adjacent to residential zoning districts. The subject property abuts undeveloped R-1 (Single-Family Residential) property to the south. Although not depicted on the submitted site plan, recent aerial imagery indicates the presence of an existing vegetative buffer between the residentially zoned property and the water treatment facility. This buffer should be preserved and clearly illustrated on the Final PUD Site Plan.

An existing chain-link fence surrounding the facility is shown on the preliminary plan and should be retained on the Final PUD Site Plan.

Elevation drawings for the proposed electrical buildings were not submitted. The maximum allowable building height in the I-1 District is 45 feet; this limitation should be noted on the Final PUD Site Plan.

Planned Unit Developments are site-plan specific. If approved, a revised PUD Site Plan depicting all existing and proposed improvements must be submitted to the Planning & Zoning Department. The revised plan should include, at a minimum:

- Total lot area in both square feet and acres;
- The size and location of all buildings, tanks, and processing facilities, including the two proposed electrical buildings totaling approximately 1,200 square feet;
- All streets along which the site has frontage, including right-of-way widths;
- Zoning district information;
- Parking and traffic circulation;
- Required buffers, setbacks, and fencing;
- Applicable notes and conditions of approval;
- The site's legal description or recorded plat reference; and
- A graphic scale and north arrow (as shown on the preliminary plan)

The proposed modifications do not require submission of a photometric plan at this time. However, any new site lighting must comply with Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are shown on the site plan, and it is unclear whether any currently exist on the property. Any dumpster placed on site must comply with the enclosure and placement requirements of Article 3, Section 64-3-13.A.4 of the UDC and should be illustrated on the Final PUD Site Plan. Alternatively, a note indicating that curbside waste removal is utilized may be provided.

It is also unclear whether the proposed improvements will require tree removal. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any approved tree plans on file.

Signage is not included in the application materials. Any future signage will require separate review and permitting through the Planning & Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits.

The water treatment facility has been in operation since prior to 1984. The proposed additions represent a relatively minor modification to the site and are not expected to adversely affect the surrounding area with

respect to public health, safety, or welfare. Therefore, approval of the requested PUD modification may be appropriate.

Any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

If approved, a revised Modified PUD Site Plan (hard copy and digital PDF) must be submitted to and approved by the Planning & Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

## PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

### Standards of Review:

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

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

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

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

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

### Considerations:

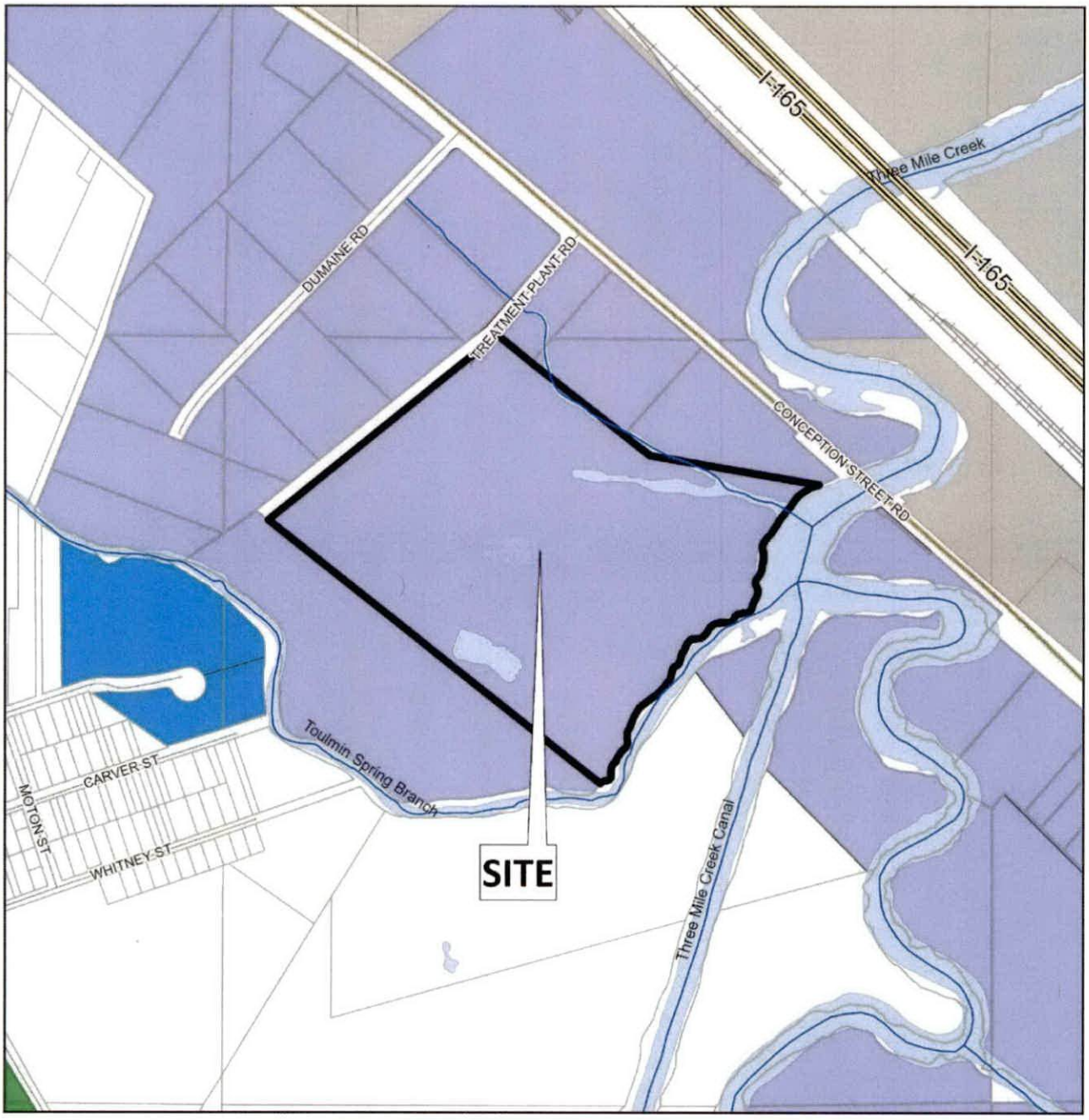
If the Planning Commission considers approval of the request, the following conditions should apply, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in this staff report;
3. Compliance with all Traffic Engineering comments noted in this staff report;
4. Compliance with all Urban Forestry comments noted in this staff report;
5. Compliance with all Fire Department comments noted in this staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 11 DATE March 19, 2026

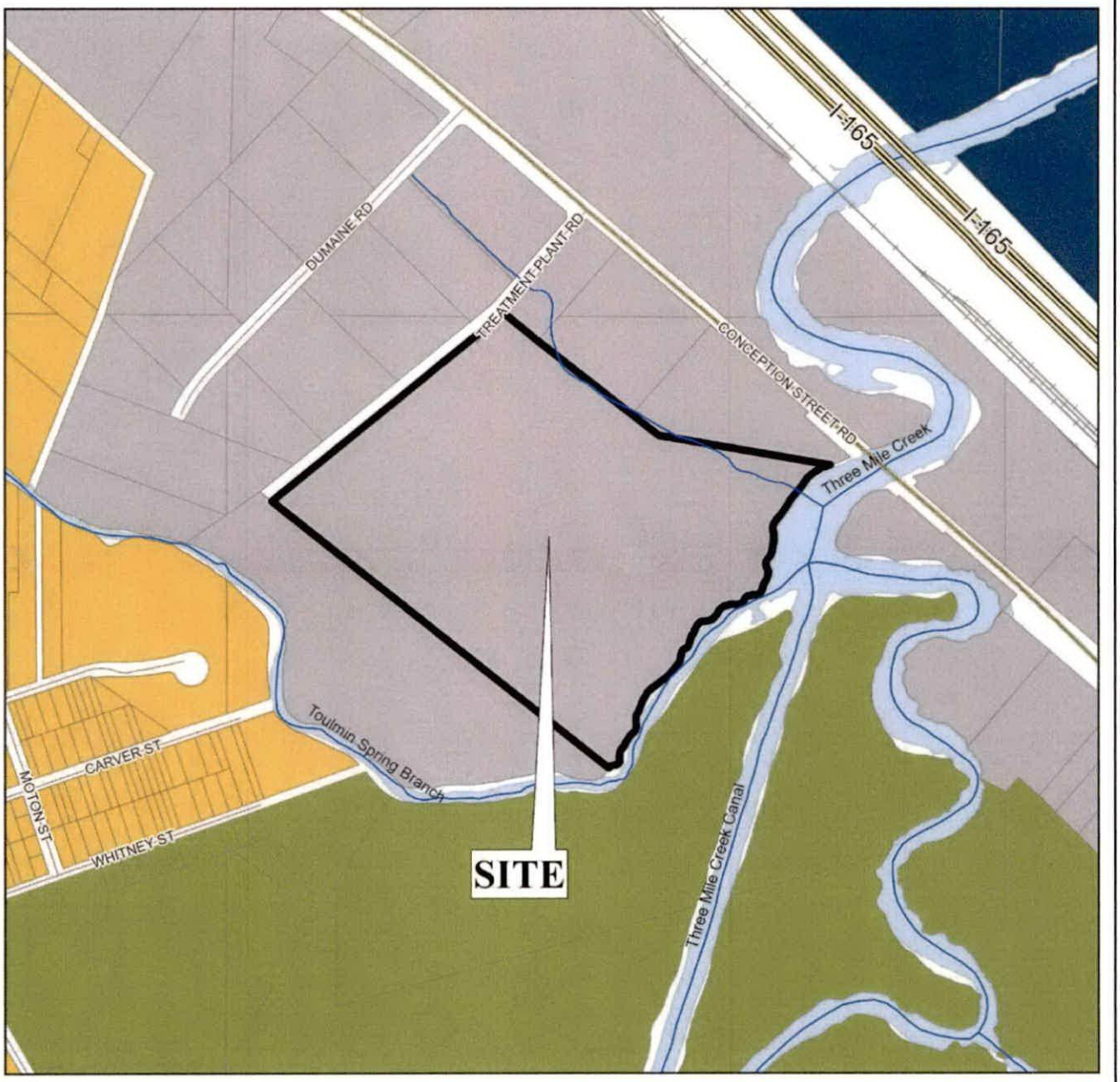
APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

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NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

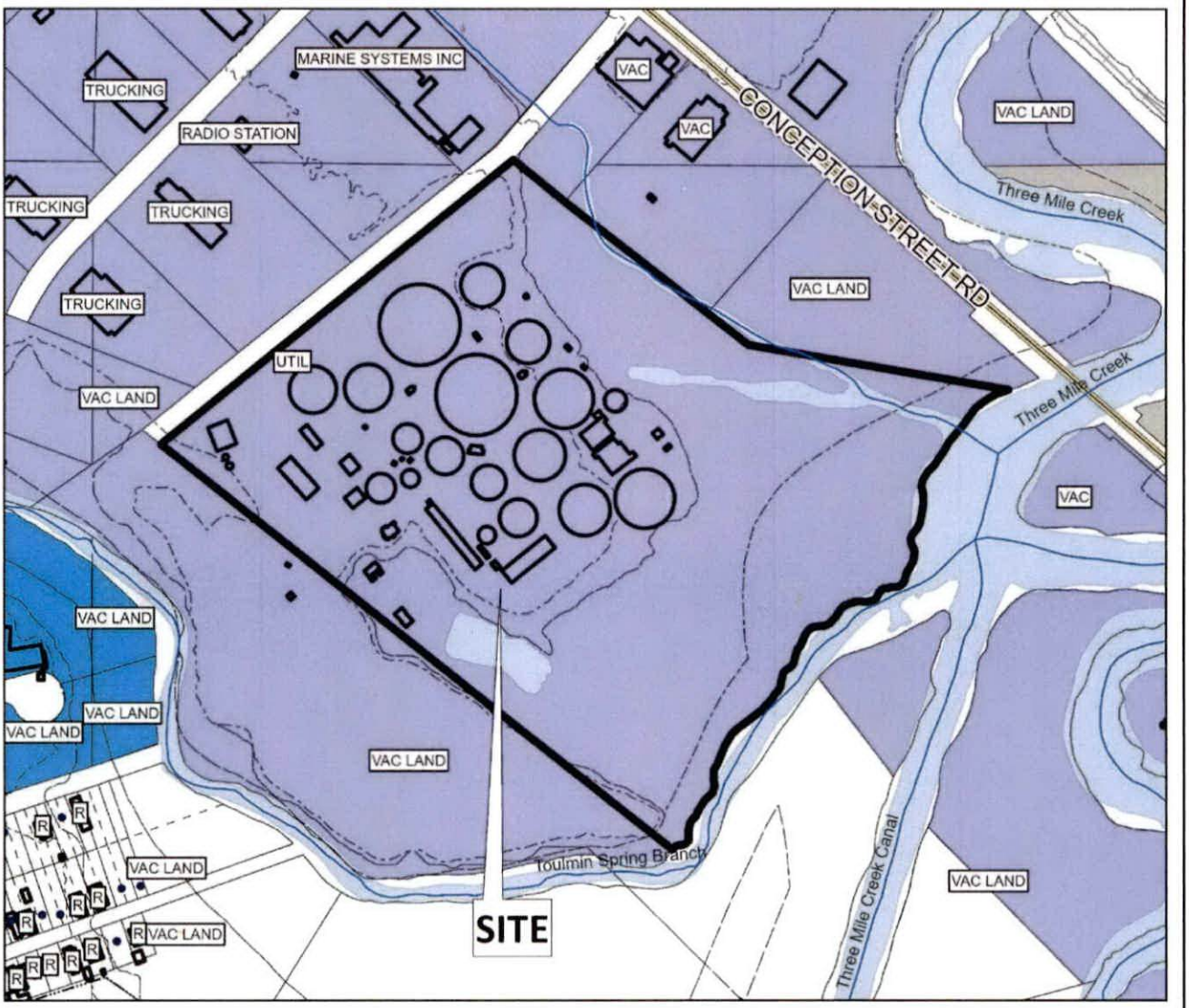
REQUEST PUD Modification

- 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 residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

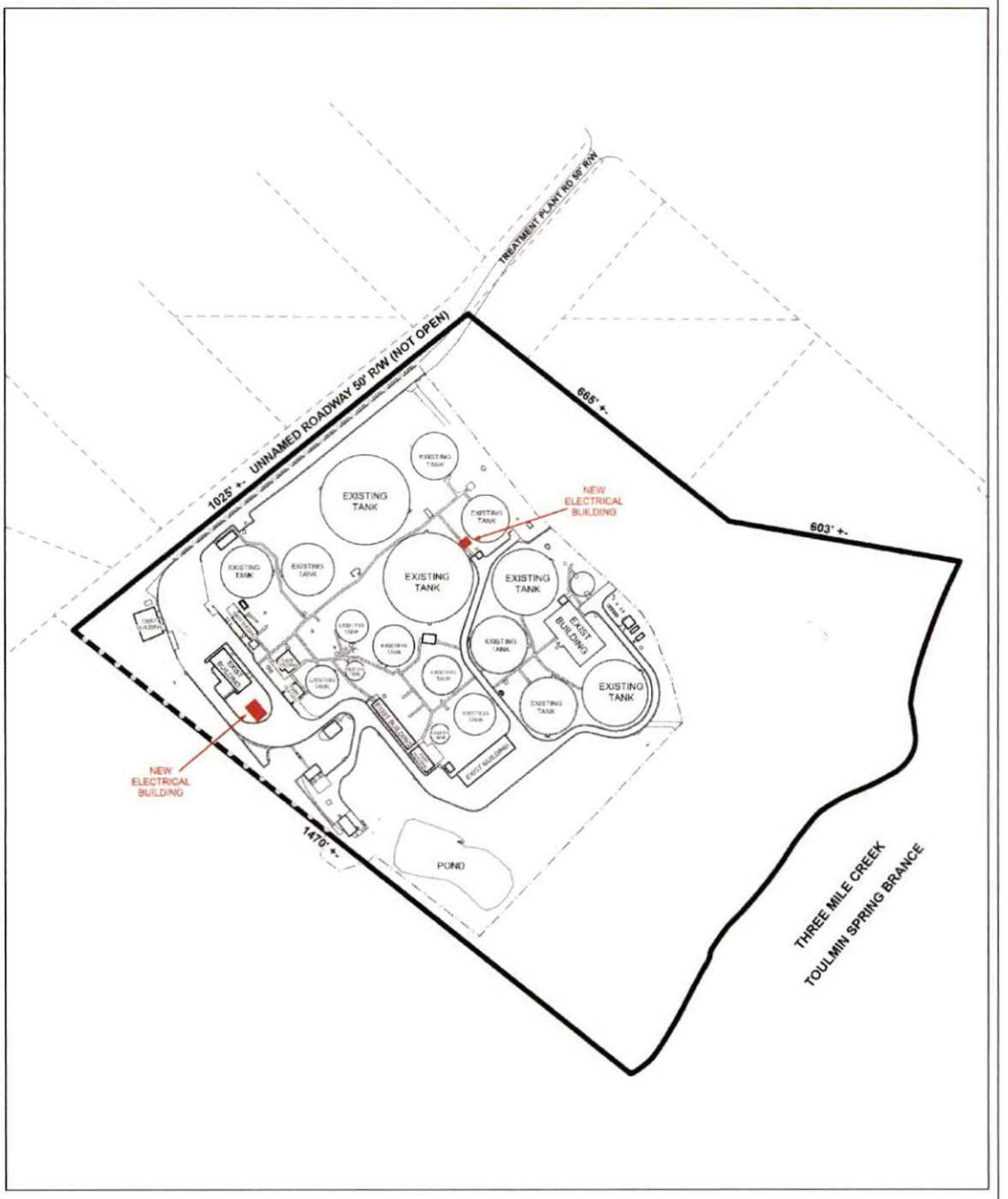
REQUEST PUD Modification

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

N

NTS

# SITE PLAN




The site plan illustrates existing and proposed buildings, drives, and tanks.

| | | | |
|---|---|---|---|
| APPLICATION NUMBER | 11 | DATE | March 19, 2026 |
| APPLICANT | MAWSS (McCrory & Williams, Inc., Agent) | | |
| REQUEST | PUD Modification | | |

N

NTS

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **19th** day of **May, 20226**, 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 1879 Conception Street Road.

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 September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
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- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;

• Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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.

**CAPITAL CONTRACT SUMMARY SHEET**

C#5781

# CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** 2026 CIP Resurfacing City Council District 6; COM Project# 2026-3005-02

**PROJECT #:** RSF26D6 **DATE OF RECEIPT:** _____

**PROJECT DESCRIPTION:** Street Resurfacing

**CONTRACT AMOUNT:** $3,080,643.80

**VENDOR NAME:** HCL Contracting, LLC.

**VENDOR NUMBER:** 290702

**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** 5/8/2026

Revised 3/8/2022 Tiffany Hollins

# RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Councilman Josh Woods

**WHEREAS,** bids for street resurfacing for district 6 were received and opened on April 15,2026.

**WHEREAS,** the City Engineer has recommended award to the lowest bid meeting specifications from HCL Contracting, LLC., contract in the amount of $3,080,643.80.

**WHEREAS,** the City Council finds that the lowest responsible bid was submitted by HCL Contracting, 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: HCL Contracting, LLC.

Project Name: 2026 CIP Resurfacing City Council District 6

Project Number: 2026-3005-02

Amount: $3,080,643.80

Adopted:

_____

City Clerk

ORIGINAL
1

MOBILE
ALABAMA

# 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

## PROJECT NO. 2026-3005-02

## BID DATE – APRIL 15, 2026

3/16/2026

ALABAMA LICENSED NO. 21807 PROFESSIONAL ENGINEER LARRY C. DORSEY

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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, **APRIL 15, 2026,** and then publicly opened publicly opened and read in the Multi-Purpose Room, 1st Floor, for constructing:

| | |
|---|---|
| Project No: | **2026-3005-02** |
| Project: | **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6** |
| Project Description: | **Asphalt milling, asphalt overlaying, road repairs, striping & markings, concrete** |

Plans and contract documents (digital files on flash drives) may be obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of fifty dollars ($50.00), non-refundable. Upon requests, hard copies of the plans and contract documents can be made for a payment of $200. This $200 deposit shall be refunded in full to each prime Contractor Bidder upon return of the hard copies 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. Any questions concerning the plans or contract documents should be addressed to the Engineer of Record **(Dorsey & Dorsey Engineering, Inc., 251-605-2023 or larry.dorsey@dorsey-dorsey.com)**.

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 **April 13, 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 April 8, 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.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

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 2026 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The 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 **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**, City of Mobile Project No. **2026-3005-02**, in the City of Mobile, Alabama". **BIDS SHALL BE SINGLE SIDED ONLY.**

**PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:**

**PLEASE PUBLISH IN THE ISSUES MARCH 18TH, MARCH 25TH, AND APRIL 1ST, 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, 2026 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 – CITY COUNCIL DISTRICT 6**, City of Mobile Project No. **2026-3005-02**, in the City of Mobile, Alabama."

## 10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

## 11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

## 12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

## 13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

## 14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

## 15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

**a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
**b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
**c.** Contractor default under previous contracts with the owner.
**d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
**e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
**f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

## 16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

## 17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other documents pertaining to the work, which will be open to their inspection. Failure to do so

will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

## 18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

## 19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

## 20. SUBLETTING OR ASSIGNING OF CONTRACT:

**(a) Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall 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 4-13-26

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

**Project Name: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**
**Project No: 2026-3005-02**
**Project Description:** Asphalt milling, asphalt overlaying, road repairs, striping & markings, concrete
**Major work items include:** Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **120 working** days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the **State of Alabama Highway Department Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein**.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **MARCH 13, 2026**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

**The following sheets showing the Bid List Items are only to see a hard copy of the Bid items. Use the Excel Spreadsheet, replace these sheets, and submit the hard copy sheets generated by Excel spreadsheet for the actual proposal. If there are any discrepancies with this hard copy and the Excel generated hard copy, the Excel sheets override.**

# City of Mobile Project No. 2026-3005-02 (Area 1 -Kimberlin)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 200 | $5.92 | Five Dollars and Ninety Two Cents | $1,184.00 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 300 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $11,679.00 |
| 206-E2 | Removal of Inlet Top - (All Types) | EA | 4 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $2,224.80 |
| 206-E4 | Remove Concrete Inlet Throats | EA | 4 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $2,224.80 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 50 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $879.50 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 100 | $13.10 | Thirteen Dollars and Ten Cents | $1,310.00 |
| 301-A | Crushed Aggregate Base Course, Type B, 6" Thick | SY | 250 | $0.01 | No Dollars and One Cent | $2.50 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" Thick | SY | 28710 | $0.66 | No Dollars and Sixty Six Cents | $18,948.60 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 2370 | $114.26 | One Hundred Fourteen Dollars and Twenty Six Cents | $270,796.20 |
| 534-D | Cleaning Existing Inlet | EA | 2 | $183.55 | One Hundred Eighty Three Dollars and Fifty Five Cents | $367.10 |
| 600-A | Mobilization | LS | 1 | $6,939.12 | Six Thousand Nine Hundred Thirty Nine Dollars and Twelve Cents | $6,939.12 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 621-C2 | Inlet, Replace Top (S-Inlet) top only | EA | 4 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $6,674.36 |
| 621-C3 | Inlet, Replace Top (S-Inlet) w/Throat | EA | 4 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $6,674.36 |
| 623-B1 | Concrete Curb (Match in Kind) | LF | 300 | $44.50 | Forty Four Dollars and Fifty Cents | $13,350.00 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $108.21 | One Hundred Eight Dollars and Twenty One Cents | $541.05 |
| 652-A | Seeding | ACRE | 0.5 | $1,146.74 | One Thousand One Hundred Forty Six Dollars and Seventy Four Cents | $573.37 |

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 654-A | Solid Sodding (Match Existing) | SY | 4700 | $5.76 | Five Dollars and Seventy Six Cents | $27,072.00 |
| | | | | | | |
| 665--J | Silt Fence | LF | 100 | $4.65 | Four Dollars and Sixty Five Cents | $465.00 |
| | | | | | | |
| 665-O | Silt Fence Removal | LF | 100 | $1.34 | One Dollar and Thirty Four Cents | $134.00 |
| | | | | | | |
| 665-Q | Wattles | LF | 50 | $5.92 | Five Dollars and Ninety Two Cents | $296.00 |
| | | | | | | |
| 674-A | Construction Safety Fence | LF | 100 | $3.00 | Three Dollars and No Cents | $300.00 |
| | | | | | | |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| | | | | | | |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| | | | | | | |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 200 | $5.01 | Five Dollars and One Cent | $1,002.00 |
| | | | | | | |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| | | | | | | |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $15,000.00 | Fifteen Thousand Dollars and No Cents | $15,000.00 |

| KIMBERLIN Subtotal | $401,702.77 |
|---|---|

# City of Mobile Project No. 2026-3005-02 (Area 2 -Carrington)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 100 | $5.92 | Five Dollars and Ninety Two Cents | $592.00 |
| 206-C2 | Removal Concrete Sidewalk (Incl Sawcutting All Depths) | SY | 176 | $44.50 | Forty Four Dollars and Fifty Cents | $7,832.00 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 200 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $7,786.00 |
| 206-E2 | Removal of Inlet Top - (All Types) | EA | 4 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $2,224.80 |
| 206-E4 | Remove Concrete Inlet Throats | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 150 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $2,638.50 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 100 | $18.74 | Eighteen Dollars and Seventy Four Cents | $1,874.00 |
| 301-A | Crushed Aggregate Base Course, Type B, 6" Thick | SY | 50 | $0.01 | No Dollars and One Cent | $0.50 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" Thick | SY | 40570 | $0.64 | No Dollars and Sixty Four Cents | $25,964.80 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 3350 | $114.78 | One Hundred Fourteen Dollars and Seventy Eight Cents | $384,513.00 |
| 534-D | Cleaning Existing Inlet | EA | 5 | $183.54 | One Hundred Eighty Three Dollars and Fifty Four Cents | $917.70 |
| 600-A | Mobilization | LS | 1 | $8,963.76 | Eight Thousand Nine Hundred Sixty Three Dollars and Seventy Six Cents | $8,963.76 |
| 618-A1 | Concrete Sidewalk, 4" Thick (Incl Excavation) | SY | 150 | $116.80 | One Hundred Sixteen Dollars and Eighty Cents | $17,520.00 |
| 618-A2 | Concrete Sidewalk, 5" Thick (Incl Excavation) | SY | 100 | $127.92 | One Hundred Twenty Seven Dollars and Ninety Two Cents | $12,792.00 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 618-D2 | Handicap Ramp, Type 3C | EA | 6 | $2,780.98 | Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents | $16,685.88 |
| 618-D3 | Handicap Ramp, Type 1B | EA | 1 | $2,002.30 | Two Thousand Two Dollars and Thirty Cents | $2,002.30 |
| 618-D4 | Handicap Ramp, Type 4 | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 618-E | Truncated Dome Insert, New Construction | EA | 8 | $333.72 | Three Hundred Thirty Three Dollars and Seventy Two Cents | $2,669.76 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 621-C2 | Inlet, Replace Top (S-Inlet) top only | EA | 2 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $3,337.18 |
| 621-C3 | Inlet, Replace Top (S-Inlet) w/Throat | EA | 2 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $3,337.18 |
| 623-B1 | Concrete Curb (Match in Kind) | LF | 300 | $44.50 | Forty Four Dollars and Fifty Cents | $13,350.00 |
| 623-C | Combination Curb and Gutter | LF | 280 | $44.50 | Forty Four Dollars and Fifty Cents | $12,460.00 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $99.31 | Ninety Nine Dollars and Thirty One Cents | $496.55 |
| 652-A | Seeding | ACRE | 0.5 | $1,146.74 | One Thousand One Hundred Forty Six Dollars and Seventy Four Cents | $573.37 |
| 654-A | Solid Sodding (Match Existing) | SY | 200 | $5.76 | Five Dollars and Seventy Six Cents | $1,152.00 |
| 665--J | Silt Fence | LF | 100 | $4.65 | Four Dollars and Sixty Five Cents | $465.00 |
| 665-O | Silt Fence Removal | LF | 100 | $1.34 | One Dollar and Thirty Four Cents | $134.00 |
| 665-Q | Wattles | LF | 50 | $5.92 | Five Dollars and Ninety Two Cents | $296.00 |
| 674-A | Construction Safety Fence | LF | 100 | $3.00 | Three Dollars and No Cents | $300.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 200 | $5.01 | Five Dollars and One Cent | $1,002.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $25,000.00 | Twenty Five Thousand Dollars and No Cents | $25,000.00 |

| CARRINGTON Subtotal | $572,170.08 |
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# City of Mobile Project No. 2026-3005-02 (Area 3 -Windmill)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 100 | $5.92 | Five Dollars and Ninety Two Cents | $592.00 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 200 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $7,786.00 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" Thick | SY | 7290 | $0.64 | No Dollars and Sixty Four Cents | $4,665.60 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 630 | $115.09 | One Hundred Fifteen Dollars and Nine Cents | $72,506.70 |
| 534-D | Cleaning Existing Inlet | EA | 4 | $183.55 | One Hundred Eighty Three Dollars and Fifty Five Cents | $734.20 |
| 600-A | Mobilization | LS | 1 | $3,506.55 | Three Thousand Five Hundred Six Dollars and Fifty Five Cents | $3,506.55 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 623-B1 | Concrete Curb (Match in Kind) | LF | 200 | $44.50 | Forty Four Dollars and Fifty Cents | $8,900.00 |
| 674-A | Construction Safety Fence | LF | 100 | $2.77 | Two Dollars and Seventy Seven Cents | $277.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 100 | $5.01 | Five Dollars and One Cent | $501.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $10,000.00 | Ten Thousand Dollars and No Cents | $10,000.00 |

| WINDMILL Subtotal | $122,534.06 |
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# City of Mobile Project No. 2026-3005-02 (Area 4 -Cottage Estates)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 100 | $5.92 | Five Dollars and Ninety Two Cents | $592.00 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 50 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $879.50 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 25 | $20.08 | Twenty Dollars and Eight Cents | $502.00 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" Thick | SY | 14100 | $0.64 | No Dollars and Sixty Four Cents | $9,024.00 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 1160 | $115.21 | One Hundred Fifteen Dollars and Twenty One Cents | $133,643.60 |
| 600-A | Mobilization | LS | 1 | $2,950.35 | Two Thousand Nine Hundred Fifty Dollars and Thirty Five Cents | $2,950.35 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 654-A | Solid Sodding (Match Existing) | SY | 2300 | $5.76 | Five Dollars and Seventy Six Cents | $13,248.00 |
| 674-A | Construction Safety Fence | LF | 100 | $3.00 | Three Dollars and No Cents | $300.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 100 | $5.01 | Five Dollars and One Cent | $501.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $10,000.00 | Ten Thousand Dollars and No Cents | $10,000.00 |

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| **COTTAGE ESTATES Subtotal** | **$184,705.46** |

# City of Mobile Project No. 2026-3005-02 (Area 5 -Lynndell)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 150 | $5.26 | Five Dollars and Twenty Six Cents | $789.00 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 150 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $2,638.50 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 100 | $20.08 | Twenty Dollars and Eight Cents | $2,008.00 |
| 301-A | Crushed Aggregate Base Course, Type B, 8" Thick | SY | 160 | $0.01 | No Dollars and One Cent | $1.60 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" Thick | SY | 6480 | $0.65 | No Dollars and Sixty Five Cents | $4,212.00 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 530 | $115.21 | One Hundred Fifteen Dollars and Twenty One Cents | $61,061.30 |
| 600-A | Mobilization | LS | 1 | $6,519.68 | Six Thousand Five Hundred Nineteen Dollars and Sixty Eight Cents | $6,519.68 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 620-A | Minor Structure Concrete | CY | 3 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $10,011.51 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $108.21 | One Hundred Eight Dollars and Twenty One Cents | $541.05 |
| 654-A | Solid Sodding (Match Existing) | SY | 1200 | $5.76 | Five Dollars and Seventy Six Cents | $6,912.00 |
| 674-A | Construction Safety Fence | LF | 200 | $3.00 | Three Dollars and No Cents | $600.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 100 | $5.01 | Five Dollars and One Cent | $501.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $15,000.00 | Fifteen Thousand Dollars and No Cents | $15,000.00 |

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| **LYNNDELL Subtotal** | **$117,186.31** |

# City of Mobile Project No. 2026-3005-02 (Area 6 - Lighter Woods)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 100 | $3.95 | Three Dollars and Ninety Five Cents | $395.00 |
| 206-C2 | Removal Concrete Sidewalk (Incl Sawcutting All Depths) | SY | 310 | $44.50 | Forty Four Dollars and Fifty Cents | $13,795.00 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 360 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $14,014.80 |
| 206-E2 | Removal of Inlet Top - (All Types) | EA | 6 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $3,337.20 |
| 206-E4 | Remove Concrete Inlet Throats | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 150 | $5.44 | Five Dollars and Forty Four Cents | $816.00 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 100 | $18.74 | Eighteen Dollars and Seventy Four Cents | $1,874.00 |
| 301-A | Crushed Aggregate Base Course, Type B, 6" Thick | SY | 100 | $0.01 | No Dollars and One Cent | $1.00 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" - 2" Thick | SY | 26800 | $0.65 | No Dollars and Sixty Five Cents | $17,420.00 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 2210 | $115.21 | One Hundred Fifteen Dollars and Twenty One Cents | $254,614.10 |
| 534-D | Cleaning Existing Inlet | EA | 10 | $183.54 | One Hundred Eighty Three Dollars and Fifty Four Cents | $1,835.40 |
| 600-A | Mobilization | LS | 1 | $13,724.70 | Thirteen Thousand Seven Hundred Twenty Four Dollars and Seventy Cents | $13,724.70 |
| 618-A1 | Concrete Sidewalk, 4" Thick (Incl Excavation) | SY | 250 | $116.80 | One Hundred Sixteen Dollars and Eighty Cents | $29,200.00 |
| 618-A2 | Concrete Sidewalk, 5" Thick (Incl Excavation) | SY | 100 | $127.92 | One Hundred Twenty Seven Dollars and Ninety Two Cents | $12,792.00 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 618-D2 | Handicap Ramp, Type 3C | EA | 20 | $2,780.98 | Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents | $55,619.60 |
| 618-D3 | Handicap Ramp, Type 1B | EA | 1 | $2,002.30 | Two Thousand Two Dollars and Thirty Cents | $2,002.30 |
| 618-D4 | Handicap Ramp, Type 4 | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 618-E | Truncated Dome Insert, New Construction | EA | 22 | $333.72 | Three Hundred Thirty Three Dollars and Seventy Two Cents | $7,341.84 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 621-C2 | Inlet, Replace Top (S-Inlet) top only | EA | 6 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $10,011.54 |
| 621-C3 | Inlet, Replace Top (S-Inlet) w/Throat | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |
| 623-B1 | Concrete Curb (Match in Kind) | LF | 300 | $44.50 | Forty Four Dollars and Fifty Cents | $13,350.00 |
| 623-C | Combination Curb and Gutter | LF | 260 | $44.50 | Forty Four Dollars and Fifty Cents | $11,570.00 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $99.31 | Ninety Nine Dollars and Thirty One Cents | $496.55 |
| 652-A | Seeding | ACRE | 0.5 | $1,146.74 | One Thousand One Hundred Forty Six Dollars and Seventy Four Cents | $573.37 |
| 654-A | Solid Sodding (Match Existing) | SY | 1210 | $5.76 | Five Dollars and Seventy Six Cents | $6,969.60 |
| 665--J | Silt Fence | LF | 100 | $4.65 | Four Dollars and Sixty Five Cents | $465.00 |
| 665-O | Silt Fence Removal | LF | 100 | $1.34 | One Dollar and Thirty Four Cents | $134.00 |
| 665-Q | Wattles | LF | 100 | $5.92 | Five Dollars and Ninety Two Cents | $592.00 |
| 674-A | Construction Safety Fence | LF | 100 | $3.00 | Three Dollars and No Cents | $300.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 200 | $5.01 | Five Dollars and One Cent | $1,002.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $25,000.00 | Twenty Five Thousand Dollars and No Cents | $25,000.00 |

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| **LIGHTER WOODS Subtotal** | **$516,205.39** |

# City of Mobile Project No. 2026-3005-02 (Area 7 - Hillcrest Xing)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No. | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 100 | $3.95 | Three Dollars and Ninety Five Cents | $395.00 |
| 206-C2 | Removal Concrete Sidewalk (Incl Sawcutting All Depths) | SY | 45 | $44.50 | Forty Four Dollars and Fifty Cents | $2,002.50 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 50 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $1,946.50 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 100 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $1,759.00 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 100 | $20.08 | Twenty Dollars and Eight Cents | $2,008.00 |
| 301-A | Crushed Aggregate Base Course, Type B, 6" Thick | SY | 1960 | $0.01 | No Dollars and One Cent | $19.60 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" - 2" Thick | SY | 11300 | $0.40 | No Dollars and Forty Cents | $4,520.00 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (incl Tack Coat & Cleaning Gutters) | TON | 1090 | $115.80 | One Hundred Fifteen Dollars and Eighty Cents | $126,222.00 |
| 534-D | Cleaning Existing Inlet | EA | 4 | $166.86 | One Hundred Sixty Six Dollars and Eighty Six Cents | $667.44 |
| 600-A | Mobilization | LS | 1 | $9,430.25 | Nine Thousand Four Hundred Thirty Dollars and Twenty Five Cents | $9,430.25 |
| 618-A1 | Concrete Sidewalk, 4" Thick (Incl Excavation) | SY | 35 | $116.80 | One Hundred Sixteen Dollars and Eighty Cents | $4,088.00 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 618-D2 | Handicap Ramp, Type 3C | EA | 2 | $2,780.98 | Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents | $5,561.96 |
| 618-D3 | Handicap Ramp, Type 1B | EA | 1 | $2,002.30 | Two Thousand Two Dollars and Thirty Cents | $2,002.30 |
| 618-D4 | Handicap Ramp, Type 4 | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |
| 618-E | Truncated Dome Insert, New Construction | EA | 4 | $333.72 | Three Hundred Thirty Three Dollars and Seventy Two Cents | $1,334.88 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 623-B1 | Concrete Curb (Match in Kind) | LF | 150 | $44.50 | Forty Four Dollars and Fifty Cents | $6,675.00 |

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 623-C | Combination Curb and Gutter | LF | 50 | $44.50 | Forty Four Dollars and Fifty Cents | $2,225.00 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $108.21 | One Hundred Eight Dollars and Twenty One Cents | $541.05 |
| 654-A | Solid Sodding (Match Existing) | SY | 150 | $5.76 | Five Dollars and Seventy Six Cents | $864.00 |
| 665--J | Silt Fence | LF | 100 | $4.65 | Four Dollars and Sixty Five Cents | $465.00 |
| 665-O | Silt Fence Removal | LF | 100 | $1.34 | One Dollar and Thirty Four Cents | $134.00 |
| 665-Q | Wattles | LF | 100 | $5.92 | Five Dollars and Ninety Two Cents | $592.00 |
| 674-A | Construction Safety Fence | LF | 100 | $3.00 | Three Dollars and No Cents | $300.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 200 | $5.01 | Five Dollars and One Cent | $1,002.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $25,000.00 | Twenty Five Thousand Dollars and No Cents | $25,000.00 |
| | | | | HILLCREST XING Subtotal | | $214,489.08 |

# City of Mobile Project No. 2026-3005-02 (Area 8 - Timbers)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C1 | Pavement Removal (Incl Sawcutting) | SY | 100 | $3.95 | Three Dollars and Ninety Five Cents | $395.00 |
| 206-C2 | Removal Concrete Sidewalk (Incl Sawcutting All Depths) | SY | 440 | $44.50 | Forty Four Dollars and Fifty Cents | $19,580.00 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 450 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $17,518.50 |
| 206-E2 | Removal of Inlet Top - (All Types) | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 206-E4 | Remove Concrete Inlet Throats | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 150 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $2,638.50 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 100 | $20.08 | Twenty Dollars and Eight Cents | $2,008.00 |
| 301-A | Crushed Aggregate Base Course, Type B, 6" Thick | SY | 100 | $0.01 | No Dollars and One Cent | $1.00 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" - 2" Thick | SY | 18000 | $0.63 | No Dollars and Sixty Three Cents | $11,340.00 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 1490 | $116.00 | One Hundred Sixteen Dollars and No Cents | $172,840.00 |
| 534-D | Cleaning Existing Inlet | EA | 8 | $183.54 | One Hundred Eighty Three Dollars and Fifty Four Cents | $1,468.32 |
| 600-A | Mobilization | LS | 1 | $14,280.89 | Fourteen Thousand Two Hundred Eighty Dollars and Eighty Nine Cents | $14,280.89 |
| 618-A1 | Concrete Sidewalk, 4" Thick (Incl Excavation) | SY | 380 | $116.80 | One Hundred Sixteen Dollars and Eighty Cents | $44,384.00 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 40 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $5,562.00 |
| 618-D2 | Handicap Ramp, Type 3C | EA | 18 | $2,780.98 | Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents | $50,057.64 |
| 618-D3 | Handicap Ramp, Type 1B | EA | 1 | $2,002.30 | Two Thousand Two Dollars and Thirty Cents | $2,002.30 |
| 618-D4 | Handicap Ramp, Type 4 | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |
| 618-E | Truncated Dome Insert, New Construction | EA | 20 | $333.72 | Three Hundred Thirty Three Dollars and Seventy Two Cents | $6,674.40 |

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 620-A | Minor Structure Concrete | CY | 3 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $10,011.51 |
| 621-C2 | Inlet, Replace Top (S-Inlet) top only | EA | 2 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $3,337.18 |
| 621-C3 | Inlet, Replace Top (S-Inlet) w/Throat | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |
| 623-B1 | Concrete Curb (Match in Kind) | LF | 630 | $44.50 | Forty Four Dollars and Fifty Cents | $28,035.00 |
| 623-C | Combination Curb and Gutter | LF | 250 | $44.50 | Forty Four Dollars and Fifty Cents | $11,125.00 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $108.21 | One Hundred Eight Dollars and Twenty One Cents | $541.05 |
| 654-A | Solid Sodding (Match Existing) | SY | 500 | $5.76 | Five Dollars and Seventy Six Cents | $2,880.00 |
| 665-Q | Wattles | LF | 100 | $5.92 | Five Dollars and Ninety Two Cents | $592.00 |
| 674-A | Construction Safety Fence | LF | 100 | $3.00 | Three Dollars and No Cents | $300.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 200 | $5.01 | Five Dollars and One Cent | $1,002.00 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-A | Street Signs (Replacements) | EA | 2 | $472.77 | Four Hundred Seventy Two Dollars and Seventy Seven Cents | $945.54 |
| 999-B | Clear Rubbish (Tires, cans, etc.) | LS | 1 | $2,249.03 | Two Thousand Two Hundred Forty Nine Dollars and Three Cents | $2,249.03 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $20,000.00 | Twenty Thousand Dollars and No Cents | $20,000.00 |

| TIMBERS Subtotal | $437,047.11 |
|---|---|

# City of Mobile Project No. 2026-3005-02 (Area 9 - Charlotte Oaks)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-C2 | Removal Concrete Sidewalk (Incl Sawcutting All Depths) | SY | 100 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $3,893.00 |
| 206-D2 | Removing Curb And Gutter All Types (Incl Sawcutting) | LF | 100 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $3,893.00 |
| 206-E2 | Removal of Inlet Top - (All Types) | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" - 2" Thick | SY | 2270 | $0.57 | No Dollars and Fifty Seven Cents | $1,293.90 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 196 | $116.57 | One Hundred Sixteen Dollars and Fifty Seven Cents | $22,847.72 |
| 534-D | Cleaning Existing Inlet | EA | 2 | $166.86 | One Hundred Sixty Six Dollars and Eighty Six Cents | $333.72 |
| 600-A | Mobilization | LS | 1 | $2,950.35 | Two Thousand Nine Hundred Fifty Dollars and Thirty Five Cents | $2,950.35 |
| 618-A1 | Concrete Sidewalk, 4" Thick (Incl Excavation) | SY | 50 | $116.80 | One Hundred Sixteen Dollars and Eighty Cents | $5,840.00 |
| 618-A2 | Concrete Sidewalk, 5" Thick (Incl Excavation) | SY | 25 | $127.92 | One Hundred Twenty Seven Dollars and Ninety Two Cents | $3,198.00 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 35 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $4,866.75 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 50 | $5.01 | Five Dollars and One Cent | $250.50 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $10,000.00 | Ten Thousand Dollars and No Cents | $10,000.00 |

| CHARLOTTE OAKS Subtotal | $60,751.81 |
|---|---|

# City of Mobile Project No. 2026-3005-02 (Area 10 - Knollwood Drive)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 206-D2 | Removing Curb & Gutter (Incl Sawcutting) | LF | 300 | $38.93 | Thirty Eight Dollars and Ninety Three Cents | $11,679.00 |
| 206-E2 | Removal of Inlet Lid-(S-Inlet) | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 206-E4 | Remove Concrete Inlet Throats | EA | 1 | $556.20 | Five Hundred Fifty Six Dollars and Twenty Cents | $556.20 |
| 210-A | Unclassified Excavation (Truck Bed Measure) | CY | 15 | $17.59 | Seventeen Dollars and Fifty Nine Cents | $263.85 |
| 210-D | Borrowed Excavation (Truck Bed Measure) | CY | 25 | $20.08 | Twenty Dollars and Eight Cents | $502.00 |
| 408-A1 | Planing (Milling) of Existing Pavement, 1" - 2" Thick | SY | 24330 | $0.63 | No Dollars and Sixty Three Cents | $15,327.90 |
| 410-H | Material Remixing Device | EA | 1 | $16,685.85 | Sixteen Thousand Six Hundred Eighty Five Dollars and Eighty Five Cents | $16,685.85 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 2010 | $114.54 | One Hundred Fourteen Dollars and Fifty Four Cents | $230,225.40 |
| 534-D | Cleaning Existing Inlet | EA | 6 | $166.86 | One Hundred Sixty Six Dollars and Eighty Six Cents | $1,001.16 |
| 600-A | Mobilization | LS | 1 | $5,508.85 | Five Thousand Five Hundred Eight Dollars and Eighty Five Cents | $5,508.85 |
| 618-B | Concrete Driveway (Apron), 6" Thick (Incl Excavation) | SY | 20 | $139.05 | One Hundred Thirty Nine Dollars and Five Cents | $2,781.00 |
| 620-A | Minor Structure Concrete | CY | 2 | $3,337.17 | Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents | $6,674.34 |
| 621-C2 | Inlet, Replace Top (S-Inlet) top only | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |
| 621-C3 | Inlet, Replace Top (S-Inlet) w/Throat | EA | 1 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $1,668.59 |
| 623-C | Combination Curb & Gutter | LF | 300 | $44.50 | Forty Four Dollars and Fifty Cents | $13,350.00 |
| 650-A | Topsoil, 4" Thick (Truck Bed Measure) | CY | 5 | $108.21 | One Hundred Eight Dollars and Twenty One Cents | $541.05 |
| 654-A | Solid Sodding (Match Existing) | SY | 250 | $5.76 | Five Dollars and Seventy Six Cents | $1,440.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 674-A | Construction Safety Fence | LF | 150 | $3.00 | Three Dollars and No Cents | $450.00 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 701-A4 | Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element) | MILE | 3 | $5,339.47 | Five Thousand Three Hundred Thirty Nine Dollars and Forty Seven Cents | $16,018.41 |
| 701-A5 | Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element) | MILE | 1 | $2,002.30 | Two Thousand Two Dollars and Thirty Cents | $2,002.30 |
| 701-A6 | Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element) | MILE | 3 | $5,339.47 | Five Thousand Three Hundred Thirty Nine Dollars and Forty Seven Cents | $16,018.41 |
| 701-A7 | Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element) | MILE | 0.5 | $2,002.30 | Two Thousand Two Dollars and Thirty Cents | $1,001.15 |
| 701-1E | Solid/Broken Temporary Traffic Stripe | MILE | 6 | $1,668.59 | One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents | $10,011.54 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 1500 | $5.01 | Five Dollars and One Cent | $7,515.00 |
| 703-B | Traffic Control Legends, Class 2, Type A | SF | 500 | $6.40 | Six Dollars and Forty Cents | $3,200.00 |
| 703-D | Temporary Traffic Control Markings | SF | 1500 | $1.95 | One Dollar and Ninety Five Cents | $2,925.00 |
| 705-A1 | Pavement Markers, Class A, Type 2, Blue | EA | 10 | $6.67 | Six Dollars and Sixty Seven Cents | $66.70 |
| 705-A2 | Pavement Markers, Class A, Type 2A, (Yellow or White) | EA | 400 | $6.67 | Six Dollars and Sixty Seven Cents | $2,668.00 |
| 705-A3 | Pavement Markers, Class A, Type 2A, (White or Yellow/Red) | EA | 400 | $6.67 | Six Dollars and Sixty Seven Cents | $2,668.00 |
| 730-H | Loop Wire Replacement (Int Knollwood/Grelot North Approach Only) | LF | 1,020 | $8.70 | Eight Dollars and Seventy Cents | $8,874.00 |
| 740-A | Traffic Control | LS | 1 | $2,669.74 | Two Thousand Six Hundred Sixty Nine Dollars and Seventy Four Cents | $2,669.74 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $40,000.00 | Forty Thousand Dollars and No Cents | $40,000.00 |

| | |
|---|---|
| **KNOLLWOOD DRIVE Subtotal** | **$426,568.23** |

# City of Mobile Project No. 2026-3005-02 (Area 11 - Hillcrest Oaks)

## 2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

| Item No | Description | Bid Unit | Bid Quantity | Bid Unit Price | Unit Price Written In Words | Bid Amount |
|---|---|---|---|---|---|---|
| 408-A1 | Planing (Milling) of Existing Pavement, 1" - 2" Thick | SY | 1840 | $0.61 | No Dollars and Sixty One Cents | $1,122.40 |
| 424-A | Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters) | TON | 155 | $115.55 | One Hundred Fifteen Dollars and Fifty Five Cents | $17,910.25 |
| 534-D | Cleaning Existing Inlet | EA | 2 | $166.86 | One Hundred Sixty Six Dollars and Eighty Six Cents | $333.72 |
| 600-A | Mobilization | LS | 1 | $1,837.96 | One Thousand Eight Hundred Thirty Seven Dollars and Ninety Six Cents | $1,837.96 |
| 690-A | Project Sign (Portable) | EA | 1 | $50.00 | Fifty Dollars and No Cents | $50.00 |
| 698-A | Construction Fuel (Max Bid Limited to $50,000) | LS | 1 | $0.00 | No Dollars and No Cents | $0.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 50 | $5.01 | Five Dollars and One Cent | $250.50 |
| 740-A | Traffic Control | LS | 1 | $778.67 | Seven Hundred Seventy Eight Dollars and Sixty Seven Cents | $778.67 |
| 999-X | Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer | LS | 1 | $5,000.00 | Five Thousand Dollars and No Cents | $5,000.00 |

| | |
|---|---|
| HIILLCREST OAKS Subtotal | $27,283.50 |

| BID TOTALS | |
|---|---|
| AREA 1 - KIMBERLIN Subtotal | $401,702.77 |
| AREA 2 - CARRINGTON Subtotal | $572,170.08 |
| AREA 3 - WINDMILL Subtotal | $122,534.06 |
| AREA 4 - COTTAGE ESTATES Subtotal | $184,705.46 |
| AREA 5 - LYNNDELL Subtotal | $117,186.31 |
| AREA 6 - LIGHTER WOODS Subtotal | $516,205.39 |
| AREA 7 - HILLCREST XING Subtotal | $214,489.08 |
| AREA 8 - TIMBERS Subtotal | $437,047.11 |
| AREA 9 - CHARLOTTE OAKS Subtotal | $60,751.81 |
| AREA 10 - KNOLLWOOD DRIVE Subtotal | $426,568.23 |
| AREA 11 - HILLCREST OAKS Subtotal | $27,283.50 |
| *TOTAL PROJECT BID | $3,080,643.80 |

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

**Total Project Bid**

Total (All items listed in Proposal) $ 3,080,643.80

Written in words THREE MILLION EIGHTY THOUSAND SIX HUNDRED FORTY THREE AND 80/100

Number of **working** days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder P.O. BOX 1245

SEMMES, AL 36575.

By _____

Signature of Bidder _____
(If a corporation)

By _____
**President**

_____
Print

_____
**Secretary**

_____
Print

_____
**Treasurer**

_____
Print

Business Address _____

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

## ITEM IV
## BID BOND

**KNOW ALL MEN BY THESE PRESENT:**

That HCL Contracting, LLC
(Name of Contractor)
PO Box 1245, Semmes, AL 36575
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102
(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 – CITY COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02.**

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 15, 2026 (Date)

HCL Contracting, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Harco National Insurance Company (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By _____
John David Hutto, Jr, Attorney-In-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

# POWER OF ATTORNEY

Bond # N/A

## HARCO NATIONAL INSURANCE COMPANY
## INTERNATIONAL FIDELITY INSURANCE COMPANY

**Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609**

**KNOW ALL MEN BY THESE PRESENTS**: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

## CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 15, 2026

A00751

Irene Martins, Assistant Secretary

**ITEM V** Bond # 3001233

**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENT, that we HCL Contracting, LLC as Principal and Harco National Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Three Million Eighty Thousand Six Hundred Forty-Three & 80/100 Dollars ($ 3,080,643.80 ) 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 **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02.** 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 27TH day of April 20 26.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) HCL Contracting, LLC

BY: _____
(Signature)

ATTEST:

_____
(Signature)

_____(Print)

ITS: _____

_____
(Print)

ITS: _____
(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

John David Hutto Jr.
(Print)

ATTEST:

_____
(Signature)

Kursten R. Hutto (Print)

ITS: Sec/Treas

ITS: Attorney-In-Fact
(Title)

**Corporate Seal**

Bond # 3001233

## ITEM VI
## PERFORMANCE BOND

**KNOW ALL MEN:** That we HCL Contracting, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102
(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 Three Million Eighty Thousand Six Hundred Forty-Three & 80/100 dollars ($3,080,643.80 ), 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 **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02** 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 27TH day of APRIL 2026.

In the presence of:

_____

Matt Reed

Individual Principals sign here

_____ (SEAL)

CASEY P. SMITH (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

(Corporate Name)
HCL Contracting, LLC

BY: _____
(Signature)

_____
(Print)

ITS: _____
(Title)

ATTEST:

_____
(Signature)

_____ (Print)

ITS: _____
(Title)

(Surety sign here) (Corporate name)
Harco National Insurance Company

BY: _____
(Signature)

John David Hutto Jr.
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

_____
(Signature)

Kursten R. Hutto (Print)

ITS: Sec/Treas
(Title)

**Corporate Seal**

# Bonds Unlimited, Inc.

SPECIALIZING IN CONSTRUCTION BONDING

430 INDUSTRIAL LANE. UNIT 5
BIRMINGHAM, AL 35211

P 205-807-1623

DAVID.HUTTO@BONDSUNLIMITED.COM




April 23, 2026

City of Mobile
PO Box 1827
Mobile, AL 36633

Re: HCL Contracting, LLC
Project # 2026 CIP Resurfacing
Bond # 3001233

To Whom it May Concern:

As a representative of the Harco National Insurance Company, I give the City of Mobile the authority to date the captioned bonds and the power-of-attorney the same date as that of the contract.

Please forward a copy of the dated bonds for my file.

Thanks in advance.

Sincerely,

J. David Hutto, Jr.
Attorney-In-Fact for Harco National Insurance Company

# POWER OF ATTORNEY

Bond # 3001233

## HARCO NATIONAL INSURANCE COMPANY
## INTERNATIONAL FIDELITY INSURANCE COMPANY

**Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609**

**KNOW ALL MEN BY THESE PRESENTS**: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

## CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00751

Irene Martins, Assistant Secretary

**During the performance of this contract, the CONTRACTOR agrees as follows:**

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

## ITEM VII
## INSURANCE

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. CERITIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

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

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

## ITEM VIII
## SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least **five (5%) percent** of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) 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, 2026 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, 2026 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 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. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

14. The Contractor shall always 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.

15. 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.

16. **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.**

17. 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).

18. 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).

19. **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, 2026 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.

20. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. 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).

22. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with **FHWA 11$^{TH}$ EDITION MUTCD with Revision 1, December 2025** and at no cost to the Owner.

23. 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.

24. 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.

25. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

26. 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.

27. 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.

28. 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.

29. 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.

30. **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.

31. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

32. 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.

33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 424-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 edition. The successful bidder will be required to submit mix designs to comply with Item 424-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. 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.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. 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.

38. 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.

39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

40. 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.

41. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

43. Construction fuel index is allowed for this project. See Item No. 698-A for limits.

44. 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.

45. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. 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.

47. 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.

48. 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.

49. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department and the Engineer. Area 10 Knollwood can be done in daytime or nighttime. All daytime operations must be coordinated with Awaken Church Assembly of God's school opening and closing hours. (251-661-8383)

50. **Workmen shall wear reflectorized vests, shirts, or jackets while on the construction sites.**

51. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all parked vehicles are removed from the street.

52. At intersections, the City Project Inspectors 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.

53. 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.

54. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

55. On some streets, a "ski pole" will be required to ensure the correct grade on the street. This will be done at the discretion of the Project Inspector.

56. All temporary stop work joints shall be made using paper. At the beginning of the next workday the contractor shall make every effort to make a joint that will conform to the existing road surface.

57. 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, inlet tops, and water valves are exposed after resurfacing is completed.

58. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

59. 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.

60. 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.

61. 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.

62. 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.

63. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

64. 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.

65. **For planning purposes, an anticipated paving schedule for each of the work areas (<u>for the entire project</u>) shall be submitted to the Engineer one week after the notice to proceed has been issued.**

66. **Temporary markings shall be immediately painted once pavement lanes are completely open for unmanaged vehicular use. Permanent striping and markings shall be placed no later than 45 days including the curing period of completion of asphalt paving for Area 10 – Knollwood. Failure to make this happen shall cause the project to be placed in default as outlined in Section 108.04 of The Alabama Department of Standard Specifications for Highway Construction, 2026 Edition.**

67. **If contract completion days are exceeded, Section 108.11 of The Alabama Department of Standard Specifications for Highway Construction, 2026 Edition will be enforced for liquidated damages.**

68. **Asphalt placed without properly signed tickets by the assigned testing services <u>will not be paid for</u>.**

## 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 **HCL Contracting, 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- DISTRICT 6**
**Project No: 2026-3005-02**
**Project Description:** Asphalt milling, asphalt overlay, road repairs, striping & markings.
**Major work items include**: Asphalt milling and overlaying

City of Mobile Project Number **2026-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$3,080,643.80** ) 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 Pre-bid conference to be considered a valid bidder for this project.

**CITY ENGINEER:**
(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

**ENGINEER:**
(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC. (251) 605-2023.**

**AUTHORITY OF THE CITY ENGINEER:**
(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

**DUTIES OF THE CONTRACTOR:**
(9) The work performed under this contract and agreement shall be in strict compliance with the **"State of Alabama Highway Department Standard Specifications for Highway Construction," 2026 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, 2026 Edition**, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

**WAGE SCALE:**
(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

**APPOINTMENT AND AUTHORITY OF INSPECTORS:**
(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

**INSPECTION:**
(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

**INCOMPETENT EMPLOYEES TO BE DISCHARGED:**
(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

**CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:**
(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

**RESPONSIBILITY FOR ACCIDENTS:**
(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify, and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any

of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

**WORK TO BE PROSECUTED AS DIRECTED:**
(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

**GENERAL COMPLIANCE WITH LAWS:**
(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

**SUSPENSION OF WORK:**
(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

**DELAYS:**
(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

**COMMENCEMENT AND COMPLETION:**
(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

**ESTIMATE:**
(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site 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 completeness, 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 report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there were no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

**E-VERIFY:**
(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the E-Verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed E-Verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

**SOURCE OF FUNDS FOR PAYMENT:**

(26) The source of funds for payment by City under this contract is **RSF26 D6**. 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**

_____(Print)

WITNESSES:

_____

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

**Corporate Seal**

_____

ITS SECRETARY

_____(Print)

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Casey P. Smith, whose name is signed to the foregoing instrument in the capacity of President of HA Contracting 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 27th day of April, 2026.

NOTARY PUBLIC My Commission Expires:

MARK ALAN HOCUTT
My Commission Expires
February 5, 2030

## ITEM X
## SUPPLEMENTAL SPECIFICATIONS

**Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition**, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees 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 618-D *HANDICAP RAMPS* (TYPE(S) 1B, 3C, & 4):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the **2026 ALDOT Standard Specifications for Highway Construction**.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

   618.E.1

   Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment
See bid sheet Item 690-A.

10. PORTABLE TOILETS:

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment
Payment will be included in the Lump Sum price for Mobilization.

11. 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 2026 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.

12. 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, 2026 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

**(See Map Book Plans)**

# ATTACHMENT "B"

# CONTRACTORS INSURANCE CERTIFICATIONS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2026

**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**<br>Valent Group, LLC<br>1110 Montlimar Drive<br>Suite 400<br>Mobile AL 36609 | CONTACT NAME: Danelle Stokes<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: dstokes@valentgroup.com |
| **INSURED**<br>HCL Contracting, LLC<br>PO Box 1245<br>Semmes AL 36575 | INSURER A: Cincinnati Insurance Company — NAIC # 10677<br>INSURER B: Navigators Specialty Insurance Company — NAIC # 36056<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** (26-27) **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Contractual Liability incl Railroads<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | EPP0742286 | 03/25/2026 | 03/25/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | EBA0742286 | 03/25/2026 | 03/25/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | Y | Y | EPP0742286 | 03/25/2026 | 03/25/2027 | EACH OCCURRENCE<br>AGGREGATE<br>(FOLLOW FORM) | $ 5,000,000<br>$ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | (issued by carrier eff 1-1-26) | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| B | Excess Liability(follows umbrella liability policy above) | Y | Y | GA26EXCZ0KUCHIC | 03/25/2026 | 03/25/2027 | Each Event<br>General Aggregate<br>Prod-Comp Ops Aggr | $ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |

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

[Job #: 2026-3005-02 Job Type: 2026 CIP Resurfacing, District 6]
City of Mobile is included as an Additional Insured in repsect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, are primary and Non-contributory with any other insurance in force or which may be purchasd by Additional Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability. 30 Day Notice of Cancellation, non-rnewal or material change be provided by agency (except 10 days for non-payment). Umbrella is follow form.

**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**

Marsha Greene

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AGENCY CUSTOMER ID: 00054597

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Valent Group, LLC | HCL Contracting, LLC |
| 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: Insurance Coverage

Contractors Pollution Liability- Occurrence
Issuing Company: Firemans Fund Indemnity
NAIC: 11380
Policy Number: ENV562009229-04
Policy Period: 3/25/2026 to 3/25/2027

$1,000,000- Aggregate Limit
$1,000,000- Each Pollution Condition Limit
$10,000 deductible each pollution condition

Contractors Professional Liability-Claims Made
Issuing Company: Firemans Fund Indemnity
NAIC: 11380
Policy Number: ENV562009229-04
Policy Period: 3/25/2026 to 3/25/2027

$1,000,000- Aggregate Limit
$1,000,000- Each Wrongful Act Limit
$10,000 deductible each claim

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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2026

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<br>*CCMSI*<br>*c/o WorkersFirst CompFund*<br>*2 East Main Street Ste 208*<br>*Danville, IL 61832* | CONTACT NAME: *Linda Hudgins*<br>PHONE (A/C, No, Ext): *(888)-578-5555 8417* FAX (A/C, No): *217-477-6772*<br>E-MAIL ADDRESS: *workersfirst@ccmsi.com* |
| INSURED<br>*HCL CONTRACTING LLC*<br>*8245 CRARY AVENUE*<br>*SEMMES, AL 36575* | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : *WorkersFirst CompFund*<br>INSURER B : *Midwest Employers Casualty Company* — *23612*<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ 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<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | *EWC005404(WC)* | *1/1/2026* | *1/1/2027* | X PER STATUTE ☐ OTH-ER | |
| B | | | | *PRAL127200(EL)* | | | E.L. EACH ACCIDENT | $ *1,000,000* |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ *1,000,000* |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ *1,000,000* |
| | | | | | | | | |

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

***Project No. 2026-3005-02 - 2026 CIP Resuffacing - City Council District 6. Waiver of Subrogation in favor of certificate holder 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.***

***Excluded Officer(s): Casey Smith***

**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
Linda Hudgins

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
***City of Mobile***
***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 ***4/27/2026 - 1/1/2027*** Policy No. ***PRAL127200(EL)*** Endorsement No.
Premium ***0***
Insured
***HCL CONTRACTING LLC***
Insurance Company
***WorkersFirst Comp Fund***

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 Small Business Development

# REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other 2026-3005-02 Current Date 3/26/26

Project Description: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

Total Estimated Value of the Project: $3,000,000.00 **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 5% For construction contract due to there being a limited amount of concrete work on the project which is the primary source of DBE subcontracting on the resurfacing projects. Utilizing DBE subcontractors on the milling and resurfacing scope of work has proved challenging in the past due to the availability of local DBE subcontractors.

John Forrester
Requested By (Department Director)

(Signature) **City Engineer** (Title) 3/26/26 (Date)

251-208-7243
Telephone Number

**forresterj@cityofmobile.gov**
**Email Address**

Archnique Kidd Small Business Development Manager
**Reviewed By (Office of Small Business Development)**

Archnique Kidd (Signature) Small Business Development Manager (Title) 4/1/2026 (Date)

**Approved** **Denied**

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Small Business Development for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

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

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

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

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

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

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

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



Updated 7.2025

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 | HCL CONTRACTING LLC |
| Address | P.O. BOX 1245 SEMMES, AL 36575 |
| Telephone | 251-622-7171 |
| E-Mail | MARK@HCLCONTRACTINGLLC.COM |

| | |
|---|---|
| RFP/RFQ Solicitation Number | 2026-3005-02 |
| Project Description | 2026 CIP RESURFACING CITY COUNCIL DISTRICT 6 |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male 80% Female 20% Minority 30% Non-minority 70% SDVO 0<br>Total number of Employees 48 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: MARK A HOCUTT

Signature: [signature] Date: 4/15/26

Title: PROJECT MANAGER/ESTIMATOR

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: MARK A HOCUTT Title: PROJ. MANAGER/ESTIMATOR

Email: MARK@HCLCONTRACTINGLLC.COM Phone: 251-622-7171

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 HCL CONTRACTING LLC Your Bid/Proposal Amount $ 3,080,643.80 Date: 4/15/26

Description DISC. 6 RESURF Name of Bidder/Proposer: HCL CONTRACTING LLC

**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 |
|---|---|---|---|---|---|---|
| C. THORNTON | 251-583-5181 | REMOVE/REPLACE CONCRETE PAVING | $684,265.00 | 22% | ✓ | |
| | | | | | | |
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Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: N/A

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. |

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

N/A

| | | |
|---|---|---|
| | | |
| | | **INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract. |
| | | **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. _____

_____

_____

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)

DBE Utilization Report

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 476987

**Client Company ID Number:** 2105041

**Approved by:**

| | |
|---|---|
| **Employer**<br>HCL Contracting LLC | |
| **Name (Please Type or Print)**<br>Brittany Smith | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>06/17/2025 |
| **E-Verify Employer Agent**<br>Coastal Human Resource Group, Inc. | |
| **Name (Please Type or Print)**<br>Colleen E DeVoe | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>06/17/2025 |
| **Department of Homeland Security – Verification Division** | |
| **Name (Please Type or Print)**<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>06/17/2025 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 476987 **Client Company ID Number:** 2105041

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | HCL Contracting LLC |
| **Company Facility Address** | 8245 Crary Ave<br>Semmes, AL 36575 |
| **Company Alternate Address** | P.O. Box 1245<br>Semmes, AL 36575 |
| **County or Parish** | MOBILE |
| **Employer Identification Number** | 900291227 |
| **North American Industry Classification Systems Code** | 237 |
| **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 CASEY R SMITH (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 PRESIDENT for HCL CONTRACTING 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 HCL CONTRACTING is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2105041 .

_____

CEO of HCL CONTRACTING LLC

Sworn to and subscribed before me this the 15TH day of APRIL , 20 26

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

STATE OF ALABAMA NOTARY PUBLIC

MARK ALAN HOCUTT
My Commission Expires
February 5, 2030

## HCL Contracting LLC

| | |
|---|---|
| Entity ID Number | 000-460-543 |
| Entity Type | Domestic Limited Liability Company |
| Principal Address | Not Provided |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 02/15/2005 |
| Registered Agent Name | SMITH, GLENDA B |
| Registered Office Street Address | 8245 CRARY AVE<br>SEMMES, AL 36575 |
| Registered Office Mailing Address | 8245 CRARY AVE<br>SEMMES, AL 36575 |
| Nature of Business | CONSTRUCTION BUSINESS |
| **Members** | |
| Member Name | SMITH, BRITTANY |
| Member Street Address | 11270 george collins dr<br>WILMER, AL 36587 |
| Member Mailing Address | 11270 george collins dr<br>WILMER, AL 36587 |
| Member Name | CASEY SMITH |
| Member Street Address | 11270 george collins dr<br>WILMER, AL 36587 |
| Member Mailing Address | 11270 george collins dr<br>WILMER, AL 36587 |
| **Organizers** | |
| Organizer Name | CASEY SMITH |
| Organizer Street Address | 11270 george collins dr<br>WILMER, AL 36587 |
| Organizer Mailing Address | 11270 george collins dr<br>WILMER, AL 36587 |
| Organizer Name | BRITTANY SMITH |
| Organizer Street Address | 11270 george collins dr<br>WILMER, AL 36587 |
| Organizer Mailing Address | 11270 george collins dr<br>WILMER, AL 36587 |

## HCL Contracting LLC

| Transactions | |
|---|---|
| Transaction Date | 09/23/2015 |
| Principal Office Changed From | SEMMES, AL |
| Transaction Date | 01/25/2019 |
| Incorporator/Member/Partner Activity | SMITH, BRITTANY |
| Transaction Date | 12/18/2024 |
| Director/Manager/Organizer Activity | *Added BRITTANY SMITH |
| Transaction Date | 12/18/2024 |
| Director/Manager/Organizer Activity | *Added CASEY SMITH |
| Transaction Date | 12/18/2024 |
| Incorporator/Member/Partner Activity | *Removed SMITH, GLENDA |
| Transaction Date | 12/18/2024 |
| Incorporator/Member/Partner Activity | *Changed SMITH, BRITTANY |
| Transaction Date | 12/18/2024 |
| Incorporator/Member/Partner Activity | *Removed SMITH, RONALD E |
| Transaction Date | 12/18/2024 |
| Incorporator/Member/Partner Activity | *Added CASEY SMITH |
| **Scanned Documents** | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 02/15/2005 Certificate of Formation 2 pgs. |
| Document Date / Type / Pages | 10/05/2015 Articles of Amendment 2 pgs. |
| Document Date / Type / Pages | 02/01/2019 Articles of Amendment 2 pgs. |
| Document Date / Type / Pages | 12/18/2024 Articles of Amendment 4 pgs. |

Browse Results | New Search

# ATTACHMENT "D"

# CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE**
**CITY PROJECT NO. 2026-3005-02**
**2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**

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. **2026-3005-02**
**2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**
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 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.

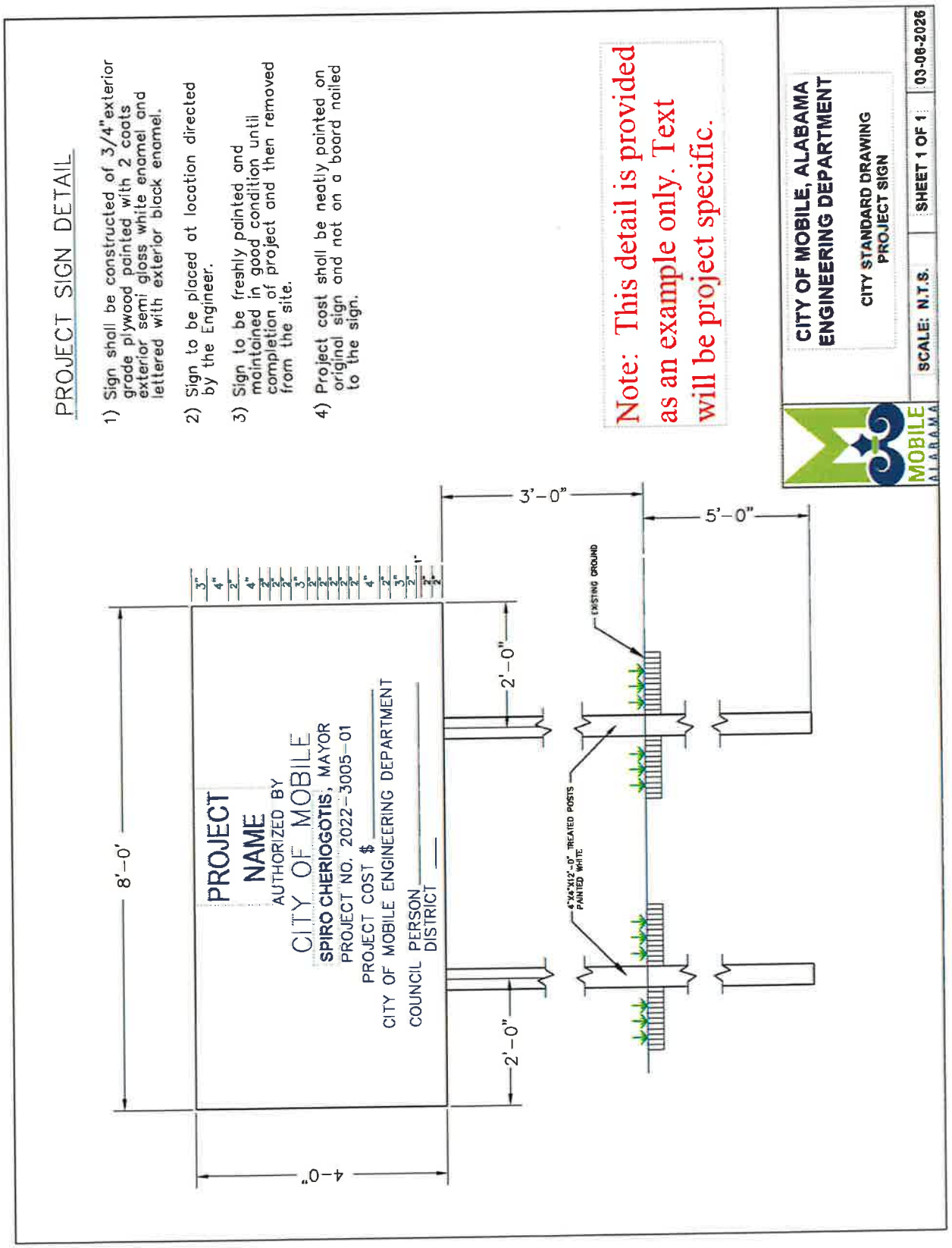
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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.
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CITY STANDARD DRAWING
PROJECT SIGN
SCALE: N.T.S.
SHEET 1 OF 1
03-06-2026
MOBILE
ALABAMA
8'-0"
4'-0"
PROJECT
NAME
AUTHORIZED BY
CITY OF MOBILE
SPIRO CHERIOGOTIS, MAYOR
PROJECT NO. 2022-3005-01
PROJECT COST $
CITY OF MOBILE ENGINEERING DEPARTMENT
COUNCIL PERSON
DISTRICT
3"
4"
2"
4"
2"
2"
2"
3"
2"
2"
2"
2"
4"
2"
3"
2"
1"
3'-0"
5'-0"
2'-0"
2'-0"
EXISTING GROUND
4"X4"X12'-0" TREATED POSTS PAINTED WHITE

# 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.

# ATTACHMENT "F"

# GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

**None Required (only signed tickets by the certified testing company assigned to this contract by the City of Mobile for the asphalt and the concrete)**

## ACCOUNTING OF SALES TAX FORM

**To:** City of Mobile

**Date:** 04/15/26

**Name of Project:** 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

**Project Number:** 2026-3005-02

**SALES TAX ACCOUNTING**

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

BID PROJECT. $3,080,643.80

| | ESTIMATED SALES TAX AMOUNT |
|---|---|
| **BASE BID ITEMS:** | $ 112,064.30 |

**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** HCL CONTRACTING LLC

Mailing Address P.O. BOX 1248 SEMMES, AL 36575

***By (Legal Signature)** [signature]

*Name (type or print) CASEY R. SMITH (Seal)

*Title PRESIDENT

Telephone Number 251-635-6412

STATE OF NOTARY PUBLIC ALABAMA
MARK ALAN HOCUTT
My Commission Expires
February 5, 2030

# ATTACHMENT "G"

# MAP BOOK

04-9-2026

# Memo

**TO**
**All Bidders**

**FROM**
**Dorsey & Dorsey**

**RE:**
**2026 CIP Resurfacing**
**City Council District 6**

**Addendum No. 0001**

**ADDENDUM NO. 0001 GENERAL SUMMARY:**

1. Re-issued contract to reflect the City of Mobile's latest requirements.
2. Re-issued Area 10 Knollwood cover sheet revising hours of operations to be coordinated with school opening and closing hours

Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey

**DORSEY & DORSEY**

PH 251-605-2023

04-15-2026

# Memo

**TO**
**All Bidders**

**FROM**
**Dorsey & Dorsey**

**RE:**
**2026 CIP Resurfacing**
**City Council District 6**

**Addendum No. 0002**

**ADDENDUM NO. 0002 GENERAL SUMMARY:**

1. Re-issued Excel spreadsheet to correct error in calculation of Bid Amount for Cottage Estates Line Item 408-A1.

Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey

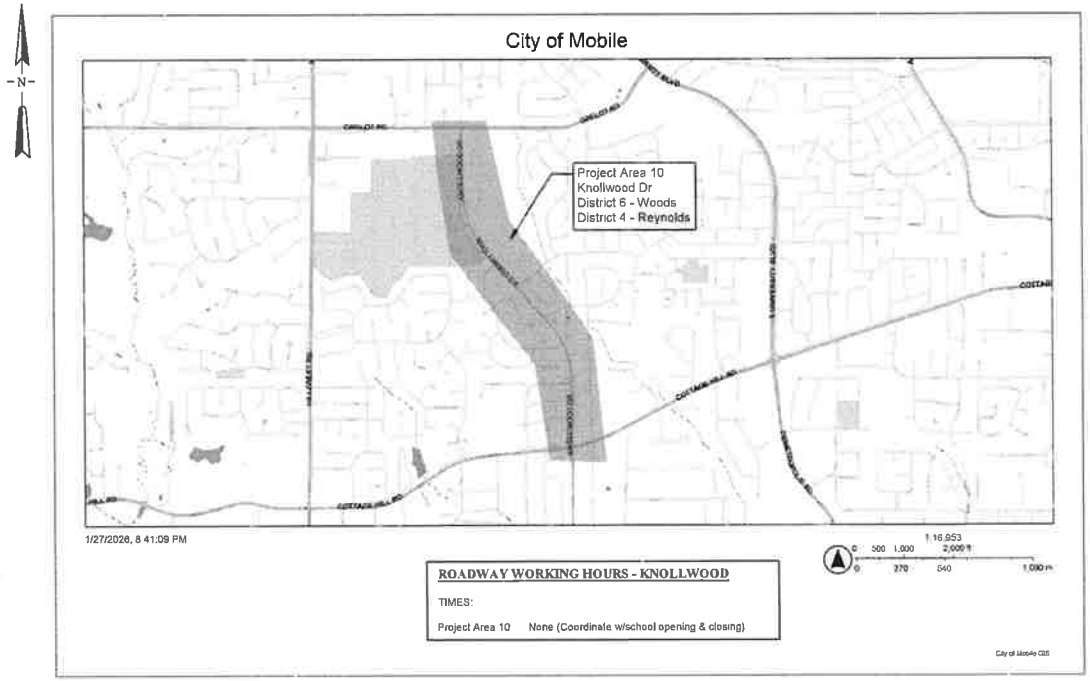
**DORSEY & DORSEY**

PH 251-605-2023

# CITY OF MOBILE, ALABAMA

## CONSTRUCTION PLANS
## FOR
## 2026 CIP RESURFACING -
## PROJECT NO: 2026-3005-02
## (Project Area 10 - Knollwood Dr)

City District 6 - Josh Woods
City District 4 - Ben Reynolds




CITY OF MOBILE ELECTED OFFICIALS

MAYOR: HONORABLE SPIRO CHERIOGOTIS

DISTRICT 1: CORY PENN
DISTRICT 2: SAMANTHA INGRAM
DISTRICT 3: C.J. SMALL
DISTRICT 4: BEN REYNOLDS
DISTRICT 5: BEAU FLEMINGS III
DISTRICT 6: JOSH WOODS
DISTRICT 7: GINA GREGORY


DORSEY & DORSEY

1114 WILDWOOD AVE
MOBILE, AL 36608
p251.690.2023

PREPARED BY: DORSEY & DORSEY ENGINEERING, INC.
ENGINEER: LARRY C. DORSEY, PE
LICENSE NO.: ALABAMA 21807
DATE: February 3, 2026


**Final Design Submittal**

**Addendum 1 (Re-issued 4-9-2026)**

**CAPITAL CONTRACT SUMMARY SHEET**

C#5780

## CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** 2026 CIP Resurfacing District 6 COM Project# 2026-3005-02

**PROJECT #:** RSF26D6 **DATE OF RECEIPT:** _____

**PROJECT DESCRIPTION:** Geotechnical Services

**CONTRACT AMOUNT:** $66,000.00

**VENDOR NAME:** ECS Southeast, LLC

**VENDOR NUMBER:** 299142

**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** 5/8/2026

Revised 3/8/2022 Tiffany Hollins

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilman Josh Woods

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 ECS Southeast, LLC., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2026 CIP Resurfacing District 6 (Project No. 2026-3005-02)**, 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: | ECS Southeast, LLC. |
| Project Name: | 2026 CIP Resurfacing District 6<br>COM Project # 2026-3005-02 |
| Cost: | $66,000.00 |

Adopted:

_____
City Clerk

**STATE OF ALABAMA)**
**COUNTY OF MOBILE)**

**CONTRACT**

This contract, made and entered into this 23rd 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 **ECS Southeast, LLC,** 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 **(Dorsey & Dorsey Engineering, Inc.)** 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- District 6,** Project No. – **2026-3005-02.** 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 **(Dorsey & Dorsey Engineering, Inc.)** 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 **$61,000.00 (Sixty-One 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 **$5,000.00 (Five Thousand Dollars and Zero 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 liability, 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.

[SIGNATURES FOLLOW THIS PAGE.]

## 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:**

ECS Southeast, LLC

By: _____

Print: Scott Vinsant

Its: Vice President, Principal

Address: 724 Lakeside Drive
Mobile, AL 36693

Telephone: 251.301.5226

STATE OF ALABAMA
CITY OF MOBILE

I, Natichia Curry, a Notary Public in and for said State and County, hereby certify that Scott Vinsant, whose name as Vice President of ECS Southeast, 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 23rd day of April, 2026.

Natichia Curry Commission Expires Notary Public 11/30/2027 State of Alabama at Large

_____
NOTARY PUBLIC
My Commission Expires: 11/30/2027

**CITY:**

CITY OF MOBILE, A Municipal Corporation

By: _____
Mayor Spiro N. Cheriogotis

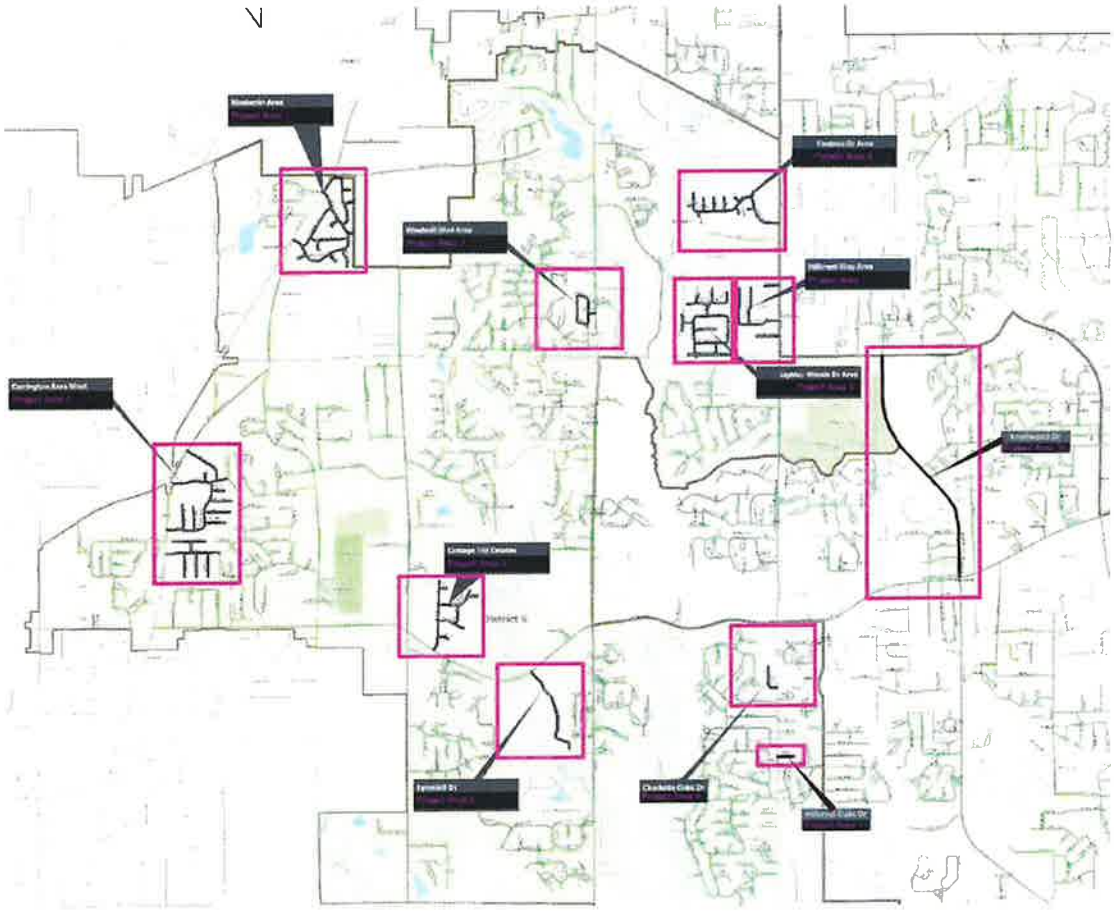
Date: _____

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 DISTRICT 6**

**PROJECT No. – 2026-3005-02**

Construction Phase Services – Not to Exceed Amount - $61,000.00

Additional Services – Not to Exceed Amount - $5,000.00

Source of Funding: 2026 CIP

LABORATORY cost shall not exceed, unless otherwise approved: $ 66,000.00

# EXHIBIT 'C'

## FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

# 2026 ECS Southeast, LLC Fee Schedule

## SOILS LABORATORY TESTING

| | | |
|---|---|---|
| 4800- | Standard Proctor, classification included (ASTM D698), Each | $575.00 |
| 4803- | Modified Proctor, classification included (ASTM D1557), Each | $635.00 |
| 4480- | Particle Size Analysis + Hydrometer, (ASTM D422), Each | $210.00 |
| 4875- | Particle Size Analysis (soils), (ASTM D422), Each | $135.00 |
| 6092- | Minus #200 Wash, (ASTM D1140), Each | $75.00 |
| 4300- | Atterberg Limits (ASTM D4318), Each | $125.00 |
| 4100- | Natural Moisture Content (ASTM D2216), Each | $26.00 |

## FIELD TESTING AND OTHER INSPECTION SERVICES

| | |
|---|---|
| Subcontract Work, Specialty Services | Cost + 15% |
| Trip Fee, per trip | $55.00 |
| Nuclear Density Gauge Each Trip | $60.00 |
| Extraction/Gradation of Asphaltic Concrete, Each | $350.00 |
| Bulk Specific Gravity / Density of Asphalt Cores, Each | $85.00 |
| Asphalt Thickness Measurements | $30.00 |
| Asphalt Maximum Specific Gravity (RICE), Each | $285.00 |
| Concrete Test Cylinder, Each | $30.00 |
| Grout Test Prism, Each | $35.00 |
| Asphalt Core & Patch, Each | $155.00 |

The services described above would be rendered from our full-service office and laboratory in Mobile, Alabama. Unit rates are based on a 9-hour workday, Monday through Friday, between normal business hours of 6:00 a.m. to 6:00 p.m. Overtime will be charged and invoiced at 1.5 times the hourly rate indicated above for weeks that total more than 50-hours as well as work performed on weekends Sat./Sun.) and holidays.

Please note that we do not charge a minimum trip time for our services. You will be billed for the actual travel time and time on site, as applicable.

# 2026 ECS Southeast, LLC Fee Schedule

## PROFESSIONAL SERVICES

| | |
|---|---|
| 1100- Principal Engineer, Per Hour | $225.00 |
| 1200- Senior Engineer, Per Hour | $200.00 |
| 1300- Project Engineer, Per Hour | $125.00 |
| 1503- Project Manager, Per Hour | $110.00 |
| 1515- Staff Engineer, Per Hour | $115.00 |
| 1531- Special Inspector, Per Hour | $ 75.00 |
| 1700- Senior Technician | $ 70.00 |
| 1800- Technician, Per Hour | $ 62.00 |
| 1950- Administrative, Per Hour | $ 70.00 |

## FIELD SERVICES

Mobilization (Loading of Equipment in Yard, Crew Transport, Equipment Transfer)

| | |
|---|---|
| City of Mobile | $750.00 |
| Outside of Mobile(Each Way) | Plus $5.50 per mile |

Standard Penetration Test Borings – ASTM 01586
(Sampling Continuous for upper 10 feet, intervals of 5 feet after – Split Spoon Sampling)

| Depth (feet) | Footage Rate |
|---|---|
| 0 - 50 | $20.00/ft |
| 51 - 100 | $25.00/ft |
| 101 - 125 | $30.00/ft |
| Over 125 Feet | Special Quote |

| | |
|---|---|
| Additional Split Spoon Sampling | $ 35.00/Ea |
| Undisturbed Thin Walled Shelby Tubes | $ 75.00/ per Attempt |
| Difficult Moving/Standby Time/Clearing | $450.00/per Hour |

# 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<br>P.O. Box 1827<br>Mobile, Alabama 36633-1627 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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# CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>Arthur J. Gallagher Risk Management Services, LLC<br>14026 Thunderbolt Place Ste 200<br>Chantilly VA 20151 | CONTACT NAME: Alyssa Alleman<br>PHONE (A/C, No, Ext): 225-906-0111 FAX (A/C, No): 703-988-9498<br>E-MAIL ADDRESS: Alyssa_alleman@ajg.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Bankers Standard Insurance Company | 18279 |
| INSURER C : The Cincinnati Insurance Company | 10677 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
ECS Southeast, LLC
14030 Thunderbolt Place
Suite 500
Chantilly VA 20151

**COVERAGES** **CERTIFICATE NUMBER:** 1920440036 **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<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>X XCU Incl<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER | Y | | ENP 0219991 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON OWNED AUTOS ONLY | Y | | EBA 0559255 | 12/1/2025 | 12/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | Y | | 78891344 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | (26) 7176-41-67 | 12/1/2025 | 12/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CoM Project Name: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6 | CoM Project #: 2026-3005-02
City of Mobile is included as Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability coverage where required by written contract. 30 days prior written notice of cancellation (10 days' notice for non-payment of premium). Umbrella Follows form.

**CERTIFICATE HOLDER**

Mobile Alabama

**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

Frank Anderson

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## EXHIBIT 'E':

## SUBCONTRACTING PLAN,
## E-VERIFY AFFIDAVIT,
## E-VERIFY REGISTRATION PRINTOUT,
## DBE UTILIZATION REPORT,

ECS SOUTHEAST, LLC

**AFFIDAVIT OF VENDOR / CONTRACTOR**

Before me, a Notary public, personally appeared A.D. Marsh (affiant) who, being duly sworn says as follows:

Office Manager of ECS Southeast, 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 Office Manager for ECS Southeast, 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 ECS Southeast, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1333247 .

Office Manager of ECS SOUTHEAST, LLC

Sworn to and subscribed before me this the 12th day of March , 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

LOURDES M ANDERSON
Notary Public, Alabama State at Large
My Commission Expires 1/13/2029

## SECRETARY OF STATE REGISTRATION

Alabama Secretary of State

| ECS Southeast, LLc | |
|---|---|
| Entity ID Number | 000-356-785 |
| Entity Type | Foreign Limited Liability Company |
| Principal Address | 14026 THUNDERBOLT PLACE STE 500 CHANTILLY, VA 20151 |
| Principal Mailing Address | 14026 THUNDERBOLT PLACE STE 500 CHANTILLY, VA 20151 |
| Status | Exists |
| Place of Formation | Virginia |
| Formation Date | 06/26/2007 |
| Qualify Date | 03/21/2016 |
| Registered Agent Name | C T CORPORATION SYSTEM |
| Registered Office Street Address | 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104 |
| Registered Office Mailing Address | 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104 |
| Nature of Business | PROVIDE GEOTECHNICAL,CONSTR. MATERIALS TESTING/ENVIRONMENT ENG |
| Doing Business in AL Since | 03/25/2016 |
| **Annual Reports** | |
| Report Year | 2022 |
| **Transactions** | |
| Transaction Date | 01/30/2017 |
| Legal Name Merged | ECS Central, PLLC |
| Transaction Date | 01/30/2017 |
| Legal Name Merged | ECS Southeast, LLC. |
| Transaction Date | 01/30/2017 |
| Miscellaneous Filing Entry | Merger Effective 12-31-2016 @ 17:00 |
| Transaction Date | 07/14/2017 |
| Legal Name Changed From | ECS Carolinas, LLP |
| Transaction Date | 07/14/2017 |
| Miscellaneous Filing | 2017 ANNUAL NOTICE |

| ECS Southeast, LLc | |
|---|---|
| Entry | |
| Transaction Date | 01/24/2018 |
| Miscellaneous Filing Entry | 2018 ANNUAL NOTICE |
| Transaction Date | 11/03/2023 |
| Legal Name Changed From | ECS Southeast, LLP |
| Transaction Date | 11/03/2023 |
| Miscellaneous Filing Entry | CONVERSION FROM FRP FILED |
| **Scanned Documents** | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 03/21/2016 Certificate of Formation 4 pgs. |
| Document Date / Type / Pages | 01/30/2017 Merger 8 pgs. |
| Document Date / Type / Pages | 07/14/2017 Articles of Amendment 4 pgs. |
| Document Date / Type / Pages | 07/14/2017 Annual Notice 2 pgs. |
| Document Date / Type / Pages | 01/24/2018 Annual Notice 2 pgs. |
| Document Date / Type / Pages | 11/03/2023 Conversion 3 pgs. |
| | |

Browse Results New Search

E-Verify

Company ID Number: 571783 Client Company ID Number: 1833247

| Information Required for the E-Verify Program<br>Information relating to your Company: | |
|---|---|
| Company Name | Engineering Consulting Services LTD |
| Company Facility Address | 14030 Thunderbolt Place<br>Suite 500<br>Chantilly, VA 20151 |
| Company Alternate Address | 14030 Thunderbolt Place<br>Suite 500<br>Chantilly, VA 20151 |
| County or Parish | FAIRFAX |
| Employer Identification Number | 541439291 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1,000 to 2,499 |
| Number of Sites Verified for | 112 site(s) |

E-Verify

Company ID Number: 571783 Client Company ID Number: 1833247

Approved by:

| | |
|---|---|
| **Employer**<br>Engineering Consulting Services LTD | |
| Name (Please Type or Print)<br>Kisha Warren | Title |
| Signature<br>Electronically Signed | Date<br>05/12/2022 |
| **E-Verify Employer Agent**<br>Paylocity Corporation | |
| Name (Please Type or Print)<br>Kisha Warren | Title |
| Signature<br>Electronically Signed | Date<br>05/12/2022 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>05/13/2022 |

City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2026-3005-02 Current Date 2/23/26

Project Description 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

Total Estimated Value of the Project: $65,000.00

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

forrester@cityofmobile.gov
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd Small Business Development Manager 2/23/2026
(Signature) (Title) (Date)

**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

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Sansom Equipment Co Inc for two new New Way 31 cubic yard side-load garbage trucks for Public Services.

**Amount of Contract:**
$794,530.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260514 Sansom Agenda Package POs

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for two new New Way 31 cubic yard side-load garbage trucks for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $794,530.00

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 |
|---|---|---|---|---|---|
| 11856 | 2026 | (2050) FLEET MANAGEMENT-GARAGE | TWO NEW WAY 31 CU YD SIDE LOAD GARBAGE TRUCKS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT) | $794,530.00 | (190715) SANSOM EQUIPMENT CO INC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00011856-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| SANSOM EQUIPMENT CO INC | MOTOR POOL - ATTN: ADAM LYNN |
| 2025 W I-65 SERVICE ROAD NORTH | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36618 | AGEET@CITYOFMOBILE.GOV |
| Tel#205-401-4040 | Delivery Reference |
| Fax 251-631-3768 | TRAVESIA AGEE |
| | Deliver To |
| | MOTOR POOL - ATTN: ADAM LYNN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/30/26 | 190715 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | NEW WAY SIDEWINDER XTR AUTOMATED SIDE LDR AS FOLLOWS: NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER-31 CUBIC YARD CAPACITY; SEVERE DUTY REFUSE PACKAGE; HINGED FRONT SPLASH GUARDS; TROUGH CLEAN OUT TOOL; HOPPER SUMP CLEAN OUT CHUTE EXTENSIONS-LH/RH; RAKE TEETH BREAKER BAR; HYDRAULIC HOPPER COVER; HOPPER LADDER W/HANDLES; BROOM/SHOVEL HOLDER BRACKET; BODY PAINT-WHITE; CAUTION SAFETY DECAL-LOWER TAILGATE; LED WORK LIGHTS-ARM & HOPPER AREA; LED BEACON STROBE LIGHT-TAILGATE CENTER MOUNT;LED INTEGRATED STROBE LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS; 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW TO BE PROVIDED ON A NEW MACK LR CHASSIS AS PER YOUR QUOTE #SECQ9568 AND SOURCEWELL CONTRACT 110223-NWY<br>Additional Description Notes<br>---<br>NEW WAY SIDEWINDER XTR AUTOMATED SIDE LDR AS FOLLOWS:<br><br>NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER-31 CUBIC YARD CAPACITY; SEVERE DUTY REFUSE PACKAGE; HINGED FRONT SPLASH GUARDS; TROUGH CLEAN OUT TOOL; | 2.00 EACH | 397265.00000 | 794530.00 |

| Bill To | Requisition 00011856-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| SANSOM EQUIPMENT CO INC | MOTOR POOL - ATTN: ADAM LYNN |
| 2025 W I-65 SERVICE ROAD NORTH | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36618 | AGEET@CITYOFMOBILE.GOV |
| Tel#205-401-4040 | Delivery Reference |
| Fax 251-631-3768 | TRAVESIA AGEE |
| | Deliver To |
| | MOTOR POOL - ATTN: ADAM LYNN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/30/26 | 190715 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | HOPPER SUMP CLEAN OUT CHUTE EXTENSIONS-LH/RH; RAKE TEETH BREAKER BAR; HYDRAULIC HOPPER COVER; HOPPER LADDER W/HANDLES; BROOM/SHOVEL HOLDER BRACKET; BODY PAINT-WHITE; CAUTION SAFETY DECAL-LOWER TAILGATE; LED WORK LIGHTS-ARM & HOPPER AREA; LED BEACON STROBE LIGHT-TAILGATE CENTER MOUNT;LED INTEGRATED STROBE LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS; 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW | | | |
| | AS REQUESTED BY 2090-TRASH | | | |
| 1 | 1000.40.20.2070.2070.2070.0000.0000.45040. | | | 794530.00 |
| | Ship To<br>MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE | | | |
| | Deliver To<br>MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |

Requisition Link

Requisition Total 794530.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2070.2070.0000.0000.45040. | 794530.00 | 767271.78 |

| Bill To | Requisition 00011856-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| SANSOM EQUIPMENT CO INC | MOTOR POOL - ATTN: ADAM LYNN |
| 2025 W I-65 SERVICE ROAD NORTH | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36618 | AGEET@CITYOFMOBILE.GOV |
| Tel#205-401-4040 | Delivery Reference |
| Fax 251-631-3768 | TRAVESIA AGEE |
| | Deliver To |
| | MOTOR POOL - ATTN: ADAM LYNN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/30/26 | 190715 | | | | FLEET MANAGEMENT-GARAGE |

| Account | | Amount | Remaining Budget |
|---|---|---|---|
| PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES | | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 05/14/26 | JOHN PAINE | GL Allocation changed |
| Approved | 05/01/26 | MATTHEW ANDERSON | |
| Approved | 05/01/26 | SHONNDA SMITH | Auto approved by: 910516584 |
| Approved | 05/01/26 | CHERI BOUCHER | Auto approved by: 910516584 |
| Approved | 05/14/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/14/26 | SHONNDA SMITH | |
| Approved | 05/14/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/01/26 | MATTHEW ANDERSON | |
| Approved | 05/01/26 | SHONNDA SMITH | Auto approved by: 910516584 |
| Approved | 05/01/26 | CHERI BOUCHER | Auto approved by: 910516584 |
| Approved | 05/14/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/14/26 | SHONNDA SMITH | |
| Approved | 05/14/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/14/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/14/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/14/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/14/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/14/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/14/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/14/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/14/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/14/26 | JOHN PAINE | |

Authorized By: _____ Date: _____
Signature

# New Way

**Refuse trucks**

#110223-NWY
Maturity Date: 12/28/2027
Website: newwaytrucks.com/#sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

## Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

Find Your Distributor – New Way® Trucks
(nongovernment site)

## Contact us

Have questions about a contract or cooperative purchasing?

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

## Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

## Register for an account

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

## Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



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## Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

*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**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Truck Equipment Sales Inc for two Ford F450 super crew 4x4 trucks with dump bodies for Stormwater.

**Amount of Contract:**
$166,816.00

**Funding Source**
General fund

**ATTACHMENTS:**
1. 20260512 Truck Agenda Package POs

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 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 Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc for two Ford F450 super crew 4x4 trucks with dump bodies for Stormwater.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $166,816.00

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 6047

How many bidders received bid packages (if applicable): 20 + 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, 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 |
|---|---|---|---|---|---|
| 10801 | 2026 | (2050) FLEET MANAGEMENT – GARAGE | TWO F450 SUPER CREW 4X4 TRUCKS WITH DUMP BODIES FOR STORMWATER (SEALED BID 6047) | $166,816.00 | (208560) TRUCK EQUIPMENT SALES INC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00010801-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 1 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC | MOTOR POOL - ATTN: ADAM LYNN |
| 4700 RANGELINE RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | AGEET@CITYOFMOBILE.GOV |
| Tel#251-666-8606 | Delivery Reference |
| Fax 251-666-8676 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/10/26 | 208560 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | FORD F450 CREW CAB 4x4 CHASSIS CAB W/DUMP BODY AS FOLLOWS: XL 650A, SUPER CREW 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADION, BLUETOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER. WITH THE FOLLOWING OPTIONS: REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER BRAKE CONTROLLER EXTRA HEAVY SERVICE SUSPENSION PACKAGE WHEEL BASE OPTIONS: 203" WHEELBASE FOR BODY INSTALLATIONS-84" CAB TO AXLE DRIVE TRAIN OPTIONS: 7.3L V8 GAS ENGINE 4.88 REGULAR AXLE INTERIOR OPTIONS: 40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL) COLOR OPTIONS OXFORD WHITE TO HAVE KNAPHEIDE KDBDS-1116-B DROP SIDE DUMP BODY--138 BODY LENGTH, 95.88", 16" HIGH SIDES, 4 YARDS CAPAC PAINTED BLACK ELECTRIC DUAL ACTING SUBFRAME HOIST FOR 9'-11' DUMP BODY 24" SUB-FRAME EXTENSION FOR 11' & 12'BODY ON 84" CHASSIS 36171457 DUMP BODY RECEIVER HITCH FOR 9' & 11' WITH 21,000 LB HITCH | 2.00 EACH | 83408.00000 | 166816.00 |

| Bill To | Requisition 00010801-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC | MOTOR POOL - ATTN: ADAM LYNN |
| 4700 RANGELINE RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | AGEET@CITYOFMOBILE.GOV |
| Tel#251-666-8606 | Delivery Reference |
| Fax 251-666-8676 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/10/26 | 208560 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | ON FORD 2" COMBO HITCH DUMP BODY STRAIGHT 1/4 CAB PROTECTOR, FORD F450 4 CORNER STROBE SYSTEM AS PER CITY OF MOBILE BID #6047 AND OUR QUOTE | | | |

Additional Description Notes

---

FORD F450 CREW CAB 4x4 CHASSIS CAB W/DUMP BODY AS FOLLOWS:

XL 650A, SUPER CREW 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADION, BLUETOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER.

WITH THE FOLLOWING OPTIONS:
REAR CAMERA PREP KIT
SPARE TIRE & WHEEL
PLATFORM RUNNING BOARDS
TRAILER BRAKE CONTROLLER
EXTRA HEAVY SERVICE SUSPENSION PACKAGE
SHIP THROUGH KNAPHEIDE

WHEEL BASE OPTIONS:
203" WHEELBASE FOR BODY INSTALLATIONS-84" CAB TO AXLE

DRIVE TRAIN OPTIONS:
7.3L V8 GAS ENGINE
4.88 REGULAR AXLE

INTERIOR OPTIONS:
40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL)

| Bill To | Requisition 00010801-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 3 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC | MOTOR POOL - ATTN: ADAM LYNN |
| 4700 RANGELINE RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | AGEET@CITYOFMOBILE.GOV |
| Tel#251-666-8606 | Delivery Reference |
| Fax 251-666-8676 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/10/26 | 208560 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | COLOR OPTIONS<br>OXFORD WHITE | | | |
| | SUBLET: TRUCK EQUIPMENT SALES<br>KNAPHEIDE KDBDS-1116-B<br>DROP SIDE DUMP BODY--138 BODY LENGTH, 95.88", 16" HIGH SIDES, 4 YARDS CAPAC<br>PAINTED BLACK<br>KHR-1516SF-ED ELECTRIC DUAL ACTING SUBFRAME HOIST FOR 9'-11' DUMP BODY<br>12281390 24" SUB-FRAME EXTENSION FOR 11' & 12'BODY ON 84" CHASSIS<br>36171457 DUMP BODY RECEIVER HITCH FOR 9' & 11' WITH 21,000 LB HITCH ON FORD<br>2" COMBO HITCH<br>KCP-025S19-B DUMP BODY STRAIGHT 1/4 CAB PROTECTOR, FORD F450<br>4 CORNER STROBE SYSTEM<br><br>AS REQUESTED BY 2096-STORMWATER | | | |
| 1 | 1000.40.20.2070.2070.2070.0000.0000.45040. | | | 166816.00 |
| | Ship To<br>MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |

| Bill To | Requisition 00010801-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 4 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC | MOTOR POOL - ATTN: ADAM LYNN |
| 4700 RANGELINE RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | AGEET@CITYOFMOBILE.GOV |
| Tel#251-666-8606 | Delivery Reference |
| Fax 251-666-8676 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/10/26 | 208560 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| Requisition Link | | | | |
| | Requisition Total | | | 166816.00 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2070.2070.0000.0000.45040. | 166816.00 | 369882.91 |
| PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 05/12/26 | JOHN PAINE | Requisition item removed chang |
| CCancelled | 05/12/26 | JOHN PAINE | GL Allocation changed |
| Approved | 04/10/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 04/10/26 | SHONNDA SMITH | |
| Approved | 04/10/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 04/14/26 | MATTHEW ANDERSON | |
| Approved | 04/14/26 | SHONNDA SMITH | Auto approved by: 910516584 |
| Approved | 04/14/26 | CHERI BOUCHER | Auto approved by: 910516584 |
| Queued | 05/12/26 | MATTHEW ANDERSON | BID |
| Queued | 05/12/26 | SHONNDA SMITH | BID |
| Queued | 05/12/26 | CHERI BOUCHER | BID |
| Pending | | MATTHEW ANDERSON | BID |
| Pending | | SHONNDA SMITH | BID |
| Pending | | CHERI BOUCHER | BID |
| Pending | | DONALD ROSE | BID |
| Pending | | SANDRA LEWIS | BID |
| Pending | | STEVEN KRONINGER | BID |
| Pending | | SAMANTHA COOLEY | BID |
| Pending | | JAMES NEESE | BID |
| Pending | | PATRICIA KENNEDY-JONES | BID |

| Bill To | Requisition 00010801-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105paij |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 5 |

| Vendor | Ship To |
|---|---|
| TRUCK EQUIPMENT SALES INC | MOTOR POOL - ATTN: ADAM LYNN |
| 4700 RANGELINE RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | AGEET@CITYOFMOBILE.GOV |
| Tel#251-666-8606 | Delivery Reference |
| Fax 251-666-8676 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/10/26 | 208560 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|
| | Pending | REBECCA CRUMPLER | BID | | |
| | Pending | ANNE FOLEY | BID | | |
| | Pending | JOHN PAINE | BID | | |

Authorized By: _____ Date: _____
Signature

# BID TABULATION FOR BID #6047
# FOR
# 2025 OR NEWER 16,000 GVW CREW CAB 4X4 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY

| | **TRUCK WITH BODY** |
|---|---|
| Truck Equipment Sales | $83,408.00 |
| Thompson Tractor Co | $100,368.26 |

# 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: |
|---|---|---|---|
| 4/21/2026 | 6047 | Motor Pool | To Be Specified |

**This bid must be received and stamped by the Purchasing office not later than:** 12:01 p.m. Friday, May 8, 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. | | | | | |
| | 2025 OR NEWER 16,000 GVW CREW CAB 4 X 4 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY | | | | | |
| APPX 2-5 | 2025 or Newer 16,000 GVW Crew Cab 4 x 4 Truck with Drop Side Contractor Dump Body as per the following and ATTACHED MINIMUM Specifications. | | | | | |
| | Chassis: Make: _____ Model: _____ | | | | | |
| | Body: Make: _____ Model: _____ | | | | | |
| | Provide Literature and Specifications on product bid. | | | | | |
| | Upon award the City will purchase a minimum of two (2) 16,000 GVW Crew Cab 4 x 4 Truck with Drop Side Contractor Dump Body. | | | | | |
| | City desires that the height of the body loaded not to be more than 38 inches from the road surface. | | | | | |
| | Height of truck bed fully loaded above road surface: _____ | | | | | |
| | Height of truck bed empty: _____ | | | | | |
| | Furnish Factory Literature and Specifications. | | | | | |
| | Height of bed may be consideration in the award of this bid. | | | | | |
| | Colors ordered may be standard colors. Initial purchase will be white. | | | | | |
| | Page 1 of 3 | | TOTAL | | | |

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

| 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

Different prices for different colors not acceptable.

NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Rear corner lights shall be separate mounts from rear lights.

Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles.

Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

| 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 |
|---|---|---|---|---|---|---|



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.

Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile.

Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years.

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.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

**TO BE AWARDED ON A PER ITEM BASIS.**

| | | | TOTAL | | | |
|---|---|---|---|---|---|---|

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

SPECIFICATIONS FOR FORD F-450 CREW CAB TRUCK WITH DUMP BODY

Chassis:

- Ford F-450 or equal
- XL Super Crew
- 4x4
- 7.3L V8 Gas Engine
- 10-Speed Auto Transmission
- 16,500# GVWR
- 203" Wheelbase for Body Installations-84" Cab to Axle
- Power Windows & Door Locks
- Keyless Entry
- Cruise Control
- Vinyl Flooring
- Vinyl 40/20/40 Seat
- Bluetooth
- Rear View Camera
- Platform Running Boards
- Spare Tire & Wheel
- Trailer Brake Controller
- Extra Heavy Service Suspension
- 4.88 Regular Axle
- Oxford White

Body:

- White Knapheide KDBDS1116 Body or equal
- Dropside Contractor Dump Body
- Knapheide-1520-SF-ED Hoist or equal
- Corner strobes on body rear
- Receiver Hitch with 2" Pintle Combo Hitch
- 4" Oval step.

# 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 26, 2026

**Submitted by:**
Tiffany Hollins, Accountant III

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To reallocate $284,883.45 from unassigned Capital Improvement Funds to Capital Project E0040 Equipment-Fire Dept. to support the purchase of various capital equipment related items.

**Amount of Contract:**

**Funding Source**
Capital (2000)

**ATTACHMENTS:**
1. RESOLUTION-CAPITAL TRANSFER TO E0040 (MFRD)

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

**R E S O L U T I O N**

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE**, **ALABAMA,** that the sum of $284,883.45 of unassigned funds in the Capital Improvement Fund (2000) be reallocated to Capital Project E0040 Equipment-Fire Dept., within the Capital Improvement Fund (2000). These funds were a portion of the EMAC Reimbursement Package to the Mobile Fire-Rescue Department and will be used to support the purchase of various capital equipment related items for the department.

ADOPTED:

_____

CITY CLERK

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Tiffany Hollins, Accountant III

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To reallocate $276,674.00 of unassigned funds in the Capital Improvement Fund (2000) to General Fund Account #10041510-45040, Fleet Vehicles, in the General Fund (1000), to support the purchase of a panel truck for the department.

**Amount of Contract:**

**Funding Source**
Capital (2000)

**ATTACHMENTS:**
1. RESOLUTION-CAPITAL TRANSFER TO GF (MFRD-PANEL TRUCK)

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

**R E S O L U T I O N**

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE**, **ALABAMA,** that the sum of $276,674.00 of unassigned funds in the Capital Improvement Fund (2000) be reallocated to General Fund Account #10041510-45040, Fleet Vehicles, in the General Fund (1000). These funds were a portion of the EMAC Reimbursement Package to the Mobile Fire-Rescue Department and will be used to purchase a Panel Truck for the department.

ADOPTED:

_____

CITY CLERK




**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Donald Rose, Senior Director - Chief Procurement Ofc
Jenyia Rocker

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Contract with Letters to Cleo Inc., for musical performance services for May 30, 2026, Gulf Coast Grooves concert.

**Amount of Contract:**
$26,700.00

**Funding Source**
General fund

**ATTACHMENTS:**
1. 2026 Cleo eventsl Agenda Package

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 12 or 19, 2026 (Date) Item No. _____

Submitted by: Events (Department) Jenyia Rocker (Department Head)

Sponsored by: Mayor Spiro Cheriogotis (Name) _____ (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 Letters to Cleo Inc.

PURPOSE & SCOPE OF PROJECT:

Contract with Letters to Cleo Inc., for musical performance services for May 30, 2026, Gulf Coast Grooves concert.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,700.00

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: Bid exempt as professional services

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

How many bidders submitted bids (if applicable): na

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

.

# **R E S O L U T I O N**

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Letters to Cleo Inc., for musical artist performance services for the May 30, 2026, Gulf Coast Grooves concert, in an amount of $26,700.00, 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 agreement is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

| (310) 407-0200 | (310) 407-0200 FAX

## LETTERS TO CLEO | Gulf Coast Grooves | Mobile, AL | Sat, May 30, 2026

Tim Beeding | tim.beeding@teamwass.com

THIS PERFORMANCE CONTRACT is dated Wednesday, February 4, 2026 by and between LETTERS TO CLEO INC. ("COMPANY"), which shall furnish the services of LETTERS TO CLEO ("ARTIST"), and CITY OF MOBILE ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. **ENGAGEMENT / VENUE:**

| | |
|---|---|
| VENUE: | Gulf Coast Grooves (the "Venue") |
| ADDRESS: | Mardi Gras Park<br>104-148 S Royal St<br>Mobile, AL 36602<br>United States |
| DATE OF SHOW: | Saturday, May 30, 2026 |
| | ARTIST to Headline/Close the Main Stage. |
| | Any changes subject to final approval by AGENT/ARTIST Management.<br>(the "Date of Engagement") |
| DOORS: | 5:00PM |
| SUPPORT: | 6:15PM - East Star All-Stars |
| ARTIST TIME: | 7:30PM - LETTERS TO CLEO (1 x 90 min. set) |
| CURFEW: | 11:00PM |
| AGES: | All Ages |

2. **COMPENSATION:**

$ 26,700.00 guaranteed to ARTIST (the "Guarantee").

Flat Guarantee.

PURCHASER to provide and pay for Basic Hospitality (snacks, dinks, etc - NO Meals) per advance.

3. **PAYMENT TERMS:**

PURCHASER shall pay $ 13,350.00 to WASSERMAN MUSIC, LLC at reciept of FEC, COI, W9, Invoice, and City of Mobile regsitration.

PURCHASER shall pay $ 13,350.00 (the "Balance") to WASSERMAN MUSIC, LLC no later than Saturday, May 30, 2026 All payments to be made to Wasserman Music, LLC hereunder shall be payable by bank wire to:

Wasserman Music, LLC
ACCT: 712339560
ABA: WIRE:021000021 ACH:322271627
SWIFT CODE: CHASUS33

JPMorgan Chase
New York, NY 10017

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. **PRODUCTION:**

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. **OTHER PROVISION(S):**

| | |
|---|---|
| MARKETING: | Artist's marketing obligations subject to the separate written approval of Artist's management. |

## LETTERS TO CLEO | Sat, May 30, 2026

Tim Beeding | tim.beeding@teamwass.com

6. **BILLING:**

100% Headline

ARTIST billing must be approved by Agent.

7. **TICKET SCALING AND PRICES:**

| DESCRIPTION | | QUANTITY | COMP | PRICE | TOTAL | |
|---|---|---|---|---|---|---|
| *FREE Admission* | | 5,000 | - | 0.00 | 0.00 | |
| **CAP:** 50,000 | **TOTALS:** | 5,000 | 0 | | **$ 0.00** | **GROSS POTENTIAL** |
| | | | | | **$ 0.00** | **NET POTENTIAL** |

8. **DEDUCTIONS:**

| DEDUCTIONS | EXC/INC | PRICE | TYPE | TOTAL | |
|---|---|---|---|---|---|
| | | *-- N/A --* | | | |
| | | | | **$ 0.00** | **DEDUCTIONS** |

9. **TAXES:**

| TAXES | AMOUNT | TYPE | TOTAL | |
|---|---|---|---|---|
| | *-- N/A --* | | | |
| | | | **$ 0.00** | **TAXES** |

10. **MERCHANDISE:**

ARTIST must have Alabama Business License to sell Merchandise.

Soft Rate (to ARTIST): 100%
Hard Rates (to ARTIST): 100%
Who Sells: ARTIST

Merch Limits: None.

PURCHASER hereby confirms by this reference that the merch rates as outlined in this Agreement are greater than, or equal to, the best rates ever offered to any other Artist at this Venue ("MFN Merch Rates"). However, if the Artist's merch rates indicated are not MFN Merch Rates, the PURCHASER agrees to cause the Venue to adjust the Artist's rates to match its MFN Merch Rates.

11. **CONTACT DETAILS:**

ARTIST:
**LETTERS TO CLEO**
Letters To Cleo Inc.
69 Hillside Road
Watertown, MA 02472

PROMOTER:
**Degy Booking International, Inc.**
9826 Montpellier Drive
Delray Beach, FL 33446
**Jeff Hyman**
732-818-9600 x2
jeff@degy.com

PURCHASER:
**City of Mobile**
P.O. Box 1827
Mobile, AL 36633

With a copy to:
**City of Mobile**
Legal Department

P.O. Box 1827
Mobile, AL 36633

| *(310) 407-0200* | *(310) 407-0200 FAX*

## LETTERS TO CLEO | Sat, May 30, 2026

Tim Beeding | tim.beeding@teamwass.com

12. **ATTACHMENTS:**

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Wasserman Music via email, fax, or mail, no later than Friday, May 8, 2026.

### PURCHASER

**City of Mobile**
P.O Box 1827
Mobile, AL 36633
Federal Tax ID:

Signature:

Print Name: Spiro N. Cheriogotis

Title/Position: Mayor

### COMPANY

**Letters To Cleo Inc.**
69 Hillside Road
Watertown, MA 02472
Federal Tax ID: 04-3247566

Signature: Michael Creamer

Print Name: Michael Creamer

Title/Position: Manager

**Exhibit "A"** **WASSERMAN MUSIC ADDITIONAL TERMS & CONDITIONS For FESTIVAL PERFORMANCES**

Throughout this Exhibit A, references to "Facing Pages" shall mean the pages issued by Wasserman Music, LLC ("Agent") to which this Exhibit A is attached. Company's production and hospitality riders are collectively referred to herein as the "Artist Rider".

**1. VENUE AND PRODUCTION:**

1.1 Purchaser shall not change the date or Venue set forth on the Facing Pages for Artist's appearance at the Event (hereinafter, the "Performance") without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable.

1.2 Purchaser hereby agrees to carry, maintain, and pay for all necessary licenses as required by ASCAP/BMI and/or SESAC.

1.3 Purchaser will be solely responsible for reserving, securing, and providing the Venue for the Performance. Purchaser will provide and pay for any and all production elements and backline set forth on the Facing Page and in the Artist Rider, together with any and all additional elements as necessary to produce a first-class event, including, without limitation, a suitable Venue, lighted, clean and in good working order, an appropriate performance area free and clear of interruption, all necessary electricians and stage hands and stage equipment, all necessary first-class sound and lighting equipment, all necessary Venue personnel, and appropriate and sufficient advertising in all media.

1.4. Purchaser shall check all Purchaser-provided equipment that is material to Artist's Performance (including, but not limited to, soundboard, monitors, public-address-system, lights) for defects and to ensure proper functioning prior to the Performance. If, after receiving notice from Company, Purchaser fails to cure any such malfunction in Purchaser-provided equipment prior to Artist's originally scheduled set time, Company shall have the right to cancel or shorten the Performance hereunder. For purposes of this paragraph, notice may be given orally or in writing (including by email or text).

1.5 Company and Artist shall have the sole and exclusive control over any and all creative elements of the Performance hereunder. Company and Artist shall have the sole right, as Company and/or Artist sees fit, to designate and/or change at any time the performing personnel other than the Artist herein specifically named.

**2. ENGAGEMENT:**

2.1 Provided Purchaser is not in breach of any of the terms of this Agreement, Company will cause Artist to perform for the Performance in accordance with the terms of this Agreement. Artist's set length and performance order will be as set forth on the Facing Pages. Artist's load-in, sound check, and rehearsal times will be as set forth on the Facing Pages unless otherwise mutually agreed by the parties in writing per advance. Artist's Performance, together with all other performances at the concert(s) or other event(s) described on the Facing Pages, are hereinafter collectively referred to as the "Event."

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every payment made by Purchaser hereunder is non-refundable.

**3. Omitted**

**4. LINE-UP, BILLING, AND PROMOTION:**

4.1 Unless otherwise expressly agreed in writing by Company, Purchaser must obtain Company's written authorization prior to any: (a) announcement of Artist's Performance; and (b) use of Artist's name, likeness and/or logos for the production and/or dissemination of any of all advertisements and promotional material (including flyer design). Such approval shall not be unreasonably withheld or delayed.

4.2 Conditioned upon: (a) Purchaser's timely payment and Agent's receipt of the Deposit (and any other payments due to Company and/or Artist hereunder); Company hereby grants Purchaser the limited right to use artist's approved name, image, logo, and/or voice (hereinafter, the "Artist Materials") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, social media and print advertising), solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto, and subject in each instance to Company's prior written approval. Purchaser may only use the Artist Materials provided by Company hereunder unless otherwise agreed by Company in writing. Purchaser further acknowledges that Company's grant of the right to use the Artist Materials to promote the Event constitutes a value given in consideration of any and all Compensation payable to Company hereunder.

4.3 Artist shall receive billing as provided on the Facing Pages or as mutually agreed in writing between the parties hereto, including, without limitation, in all materials and media disseminated by Purchaser to the press and public.

4.4 The City of mobile is the sole sponsor of this event.

4.5 Purchaser shall use best efforts to promote the Performance in accordance with standard industry practices. The costs of promotion shall be borne solely by Purchaser.

**5. COMPENSATION:**

5.1 (a) As used in this Agreement, the term "Compensation" means any amount(s) payable to Company under this Agreement, including, without limitation, the Guarantee, contingent compensation (including, without limitation, any overages, so-called "back-end," and bonus payments), expense reimbursements, buyouts, and any compensation payable under a zero guarantee deal. Purchaser shall pay all Compensation (as hereinafter defined) in accordance with the Payment Terms of the Facing Pages. Wire origination transfer fees are the sole responsibility of Purchaser and shall not be deducted from the Deposit or other Compensation hereunder.

(b) All Compensation due hereunder must be paid in accordance with the terms set forth in the Facing Pages hereof. In the event that Company instructs Purchaser to pay any portion of Compensation to Wasserman Music, LLC ("Agent"), such payment as aforesaid shall be made as an accommodation to Company. Company and Purchaser acknowledge and agree that Agent is not a beneficiary of or party to this Agreement. Such payment

to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company shall indemnify and hold Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 5.1(b).

(c) Purchaser shall not make any cash payments to Company, Artist, and/or Agent under this Agreement.

5.2 Intentionally Omitted.

5.3 Intentionally Omitted.

5.4 Intentionally Omitted.

**6. TAXES, VISAS AND WORK PERMITS:**

6.1 Omitted

6.2 Omitted

6.3 Omitted

6.4 Company shall be entitled to full payment of the Compensation if the Performance cannot be presented or is cancelled due to Purchaser's failure for any reason to obtain and/or maintain any approvals, permits and/or permissions from any applicable governmental or other applicable local authority.

**7. MERCHANDISE:**

7.1 PRODUCER shall have the exclusive right to sell any and all types of merchandise, including, but not limited to articles of clothing (i.e., T-shirts, hats, etc.), posters, stickers, and similar items, at the VENUE, withiout any participation in the proceeds by PURCHASER. As a condition precedent to engaging in any such sales, PRODUCER shall obtain and maintain, at its sole cost and expense, all required business licenses and permits, including a business license issued by PURCHASER, and shall comply with all applicable federal, state, and local laws and regulations.

7.2 Omitted

**8. RECORDING:**

8.1 **Company's Recording:** Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and all rights, title and interest to such Recordings from the inception

of recording thereof, and all copies manufactured therefrom, including, without limitation, the copyrights thereto and the images and/or performances embodied thereon, shall be the sole property of Company or Company's designees, throughout the world, free from any claims whatsoever by Purchaser or any third party. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law.

8.2 **Other Recordings:**

(a) Nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

(b) Omitted

(c) Omitted

**9. Omitted**

9.2 **Force Majeure:**

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to any cause or occurrence beyond the reasonable control of the parties hereto that renders the Performance hereunder impossible or unsafe (each, a "Force Majeure Event"). A "Force Majeure Event" includes, without limitation: acts of God; severe or dangerous weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act (or credible threat thereof); transportation failure or delay; then-current laws, court orders, regulations, requirements, or other governmental actions, including those related to communicable diseases, epidemics, pandemics or other dangers to public health, that ban or substantially limit mass gatherings, restrict travel to or from the market, cause a closure of the Venue, or otherwise substantially interfere with presentation of the Performance; an Air Quality Index ("AQI") reading at the location of the Performance which is determined by local authorities to be unhealthy for the general public to gather at the Performance, injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), severe or terminal illness, accident, or death to Artist or essential crew member or the death or terminal illness of a member of Artist's family (including domestic partners), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto. Neither Company nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event. Determinations regarding unsafe conditions, including weather or air quality conditions, shall be based upon the advisories, orders, or determinations of applicable governmental authorities, emergency mangament officials, or other competent public safety authorities having jurisdiction over the venue.

(b) In the event that all or a portion of the Performance is cancelled due to a Force Majeure Event and but for the occurrence of such Force Majeure Event, Artist is willing and able to perform (regardless of Artist's location at the time of such cancellation), Company shall be entitled to retain or receive, as applicable, within fifteen (15) days of the cancelled Performance, one hundred percent (100%) of the Compensation payable hereunder.

(c) Omitted

(d) Omitted

(e) Omitted

**10. Omitted**

**11. WARRANTIES, REPRESENTATIONS, INDEMNIFICATION:**

11.1 Purchaser hereby represents and warrants that: (a) Purchaser has the full right, power and authority to enter into this Agreement and perform all of Purchaser's obligations hereunder; (b) Purchaser shall comply with all laws and regulations of any applicable jurisdiction at all times, including, without limitation, all regulations and requirements of any union(s) that may have jurisdiction over any of the performance materials, facilities or personnel to be furnished by Company hereunder.

11.2 Omitted

11.3 Omitted

**12. Omitted**

**13. MISCELLANEOUS:**

13.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

13.2 Omitted

13.3 Nothing herein shall be construed as to constitute the parties hereto as a partnership or joint venture, nor to make Company and/or Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof or otherwise.

13.4 This contract shall be governed by and construed under the laws and judicial decisions of the State of Alabama. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of Alabama (state and federal) located in

Mobile County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder. The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

13.5 Wasserman Music, LLC acts solely as agent for Artist and/or Company in connection with this Agreement and shall not be deemed a party to this Agreement or responsible for the performance of PRODUCER or ARTIST hereunder. Except to the extent arising from the negligence or willful misconduct of Wasserman Music, LLC, PURCHASER and ARTIST agree that Waserman Music, LLC shall not be liable for claimes arising solely out of the acts or omissions of PURCHASER or PRODUCER/ARTIST in connection with this agreement.

13.6 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement. Facsimile and/ or scanned copies hereof shall be deemed to be originals.

13.7 Neither party shall the right to transfer or assign this Agreement or any rights, interests or obligations without the written consent of the other party.

13.8 THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/ HER AUTHORITY TO DO SO.

13.9 To the extent that any terms contained in the Facing Pages of this Agreement conflict with those contained in these Additional Terms and Conditions, the terms in the Facing Pages shall control and supersede.

# Addendum No. 1

This Addendum No. 1 ("Addendum") is attached to and incorporated into that certain Performance Agreement (the "Agreement") by and between Letters to Cleo/Letters to Cleo, Inc. ("Artist/Company") and the City of Mobile, Alabama ("Purchaser").

This Addendum is made a part of the Agreement as if fully set forth therein and shall be deemed incorporated into the Agreement upon execution by the parties.

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The following clauses should be incorporated into the Artist/Company Agreement with Easy Star All stars:

## I. Insurance

Company/Artist shall acquire and maintain in full force and effect, EVENT liability and comprehensive insurance, in an amount of $1,000,000.00, 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 by an agent licensed and qualified to do business in the state of Alabama. 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. Said certificate shall require that said insurance coverage will not be altered or terminated unless the Purchaser shall be given written notice of such alteration or termination delivered to the Purchaser not less than thirty (30) days before the effective date of such alteration or termination. Waiver of Subrogation applies in favor of the City of Mobile with respect to all policy coverage. Contractor shall furnish a Certificate of Insurance and endorsements evidencing such coverage prior to commencement of services and attach to this contract prior to execution

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

## II. Indemnity:

Notwithstanding any provision to the contrary, the City and Artist agree that neither party shall be required to indemnify, defend, or hold harmless the other party, its officers, officials, employees, agents, or representatives from any claims, damages, losses, or liabilities arising out of or related to this Agreement.

Each party shall be responsible for its own acts, omissions, and legal obligations to the extent provided under applicable law. Nothing in this Agreement shall be construed to expand, limit, or waive any immunities, defenses, or protections available to either party under applicable federal, state, or local law.

## III. No Recording/Broadcast

Except as provided below, the Purchaser shall not record, film, livestream, broadcast, or otherwise reproduce the Performance for commercial distribution or rebroadcast without the prior written consent of Artist or Artist's authorized representative. Notwithstanding the foregoing, the Purchaser may photograph, film, and record portions of the Event and Performance for non-commercial governmental purposes, including but not limited to public information, archival documentation, press coverage, and promotion of the event, provided that such use does not imply endorsement by the Artist/Company of the Purchaser.

Purchaser shall make reasonable efforts to prevent professional recording or commercial exploitation of the Performance by third parties. Unauthorized recordings by individual attendees using personal devices shall not constitute a breach of this Agreement so long as the Purchaser has not authorized such recording. If unauthorized professional recording or broadcasting occurs, the Purchaser shall use reasonable efforts to address the issue promptly upon notice.

## IV. OBJECTIONABLE PERFORMANCES OR PERSONS

ARTIST/COMPANY agrees that no performance, exhibition, or activity of any kind whatsoever shall be given, held, displayed, or permitted to exist or continue at the venue which shall be objected to by the PURCHASER. Lyrics to original songs publicly released as of the date of this Agreement are deemed approved. The PURCHASER shall have the right to cause such performance, exhibition, entertainment, or activity to be immediately terminated without liability to THE PURCHASER for such termination. THE PURCHASER reserves the right to remove from the venue any person or persons deemed by it to be objectionable, and upon exercise of this right by THE PURCHASER, ARTIST/COMPANY waives any and all claims for damages against THE PURCHASER.

## V. CANCELLATION

Unless stipulated to the contrary in writing, Purchaser agrees that Producer/Artist may cancel the engagement hereunder without liability by giving the Purchaser thirty(30) days prior to the commencement date of the engagement hereunder; however, Producer shall reimburse documented, non-recoverable expenses incurred in reliance on this agreement. Subject to the foregoing, upon such termination the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement**.** In the

event the Purchaser/Producer cancels the engagement within thirty (30) days of the commencement date of the engagement; Artist shall be entitled to the full guarantee.

## VI. COPYRIGHTED MATERIALS

With respect to any Event at the premises, Artis/Company shall comply fully with all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "WORKS"), and to the protection of the intellectual property rights associated with such WORKS. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such WORKS, and Artist/Company agrees hereby to make any and all such payments to third-party owners of such WORKS, and Artist/Company agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such WORKS within Artist's live performance at the Event. Purchaser shall be responsible for procuring and paying for any and all applicable licenses, permission, clearances, etc. that are requisite to Purchaser's exploitation of the rights granted in Section III herein above.

## VII. Security

Purchaser shall be responsible for arranging for appropriate security measures for the Event, which may include law enforcement personnel assigned by Purchaser, in order to maintain orderly crowd conditions and promote the safety of Artist, Artist's crew, personnel, equipment, and attendees at the Venue.

Purchaser shall determine the type, number, and placement of security personnel and any stage barricades or crowd control measures, taking into consideration the nature and anticipated attendance of the Event and, where reasonable, any security-related specifications set forth in the Artist Rider; provided, however, that Purchaser shall retain final authority over all security and crowd control arrangements.

All security personnel assigned to the Event, including law enforcement officers, shall act under the direction and control of Purchaser and in accordance with applicable laws and public safety protocols. Nothing in this Agreement shall limit or restrict the authority of law enforcement, fire, emergency management, or other public safety officials to enforce applicable laws, regulations, or safety directives at the Event.

## VIII. Default

### (A) EVENTS OF DEFAULT

For purposes of this Agreement, an "Event of Default" shall include, but not be limited to, the following: (i)failure of Artist or Company to appear and perform at the Event in accordance with the terms of this Agreement; (ii)failure of either party to perform any material obligation required under this Agreement; (iii) failure to comply with applicable federal, state, or local laws, ordinances, regulations, or permit requirements applicable to the Event or Performance; (iv) misrepresentation or falsification of material information provided in connection with this Agreement; (v) failure to maintain any insurance coverage required under this Agreement; (vi) unauthorized assignment or transfer of this Agreement without the prior written consent of the other party; (vii) failure to cure a material breach within the time permitted following written notice from the non-breaching party.

Artist's failure to appear and perform at the scheduled Event and Purchaser's default, except where excused under the Force Majeure provisions and Purchaser's Breach of this Agreement, shall constitute a material breach of this Agreement and shall not be subject to cure unless the parties mutually agree in writing to reschedule the Performance.

**(B) EFFECT OF DEFAULT**

Upon the occurrence of an Event of Default, the non-breaching party shall have the right to pursue any remedies available at law or in equity, including the right to terminate this Agreement upon written notice to the breaching party.

If this Agreement is terminated due to an Event of Default by Artist or Company resulting in the failure of Artist to perform, Purchaser shall be entitled to the return of any payments previously made under this Agreement, except for bona fide, documented, non-refundable expenses reasonably incurred by Artist in preparation for the Performance and approved by Purchaser.

Nothing herein shall limit the rights of either party to seek damages or other relief as permitted by law.

**(C) OPPORTUNITY TO CURE**

Except where immediate termination is warranted due to a material breach that cannot reasonably be cured prior to the scheduled Performance, the non-breaching party shall provide written notice of the alleged breach and allow the breaching party written notice of the alleged breach and allow the breaching party five (5) business days following receipt of such notice to cure the breach.

If the breach is not cured within as specified in the written notice, the non-breaching party may terminate this Agreement or pursue any other remedies available under this Agreement or applicable law. Any cure period shall not extend beyond the scheduled date of the Performance unless the parties mutually agree in writing to reschedule the Event.

## IX. Notice

Any notice, demand, communication, or request required or permitted hereunder shall be in

writing and delivered in person or by certified mail, return receipt requested as follows:

If to Purchaser:

City of Mobile-City Clerk
PO BOx 1827
Mobile, AL 36633

If to Artist/Company:
Letters to Cleo, Inc.
69 Hillside Road
Watertown, MA 02472

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

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

**X. Non-Discrimination:**

Company/Artist shall comply with all Federal, State, and local laws concerning non-discrimination, 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, cred, color, national origin or disability.

**XI. Immigration:**

By signing this Agreement, Artist affirms, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ and unauthorized alien within the state of Alabama.

**XII. Anti-Boycott:**

Company and Artist agrees and represents 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.

# letters to cleo

2025 Rider

http://www.letterstocleo.net/

Contact Info
Letters To Cleo Inc.
69 Hillside Road
Watertown, MA 02472
Tax ID #: 04-3247566

**Management:**
Michael Creamer
creamermgt@gmail.com
Creamer Management
(617) 780-5295

**Booking Agent:**
Larry Webman
LWebman@teamwass.com
Wasserman Music
Agency212-897-6400
(917) 496-4900

**CONTENTS**

Page 2 – Load-in / Sound-check / Personnel / Parking
Page 3 & 4 – Dressing Rooms / Security / Catering
Page 5 – FOH / Monitors / PA
Page 6 – Backline
Page 7 – Input List

Advance Contact:

Michael Creamer

617 780 5295

# letters to cleo

**LOAD IN / SOUNDCHECK**

• LOAD IN will take place at least three (3) hours before SOUNDCHECK. • SOUNDCHECK will take place at least two (2) Hours before doors. • PURCHASER agrees to make all parties aware of this schedule and to coordinate crew calls and breaks accordingly to allow sound check to take place without interruption.

• SOUNDCHECK is closed to the public and limited strictly to ARTIST'S touring personnel and venue personnel working directly with ARTIST and crew. Nonessential staff shall not be allowed to enter place of performance until sound check has been completed to ARTIST'S satisfaction without express permission from ARTIST, Tour Manager or Production Manager.

• Doors will not open until ARTIST's Tour Manager gives permission. • It is understood that once ARTIST'S equipment is set up, it will not be moved or relocated.

**PERSONNEL**

• PURCHASER will provide a minimum of three (3) able bodied loaders at LOAD IN and LOAD OUT. Loaders will remain available until ARTIST'S Crew or Production Manager approve their release from duty.

• PURCHASER shall provide professional loaders, stagehands, riggers, sound techs, etc. in sufficient in number and capability to mount the ARTIST's show in a timely and efficient manner.

• ALL working personnel will be under the direction of ARTIST's Tour Manager in coordination with venue manager from the time of Load-in till the end of Load-out.

**PARKING**

Where applicable, ARTIST will require reserved parking PRIOR to their arrival at no charge.

• One (1) 15-Passenger Van

• Additional vehicles per advance

letters to cleo

**DRESSING ROOMS**
PURCHASER to provide:

- Purchaser shall provide agreed upon dressing area as discussed with Company/Artist.

**SECURITY**
It is the responsibility of the PURCHASER to insure that a safe environment is provided for the band and their crew. PURCHASER shall provide properly trained security personnel to ensure the safety of ARTIST, their personnel, equipment, guests and the audience at all times from load-in until the completion of load-out.

proper security. All security personnel must be at least 18 years of age and must be hired specifically as security. Absolutely no volunteers of any kind shall perform the duties of security.




PURCHASER must ensure that exits are kept clear, unlocked, staffed and are easily accessible. There is to be an emergency evacuation plan in place and all building and concert staff is to be fully briefed and made aware of these procedures.

**CATERING**

Purchaser shall provide light snacks and water to Artist only.

**can be arranged upon advance of show.**




**FOH Specs**
Sound system should be 4 way, capable of coverage to every seat of clean audio.

Acceptable systems:

- D&B J and V series with J subs
- L'acoustic K2 with SB28 subs
- Clair CO 12 with CP218 subs

**FOH Consoles**

- Avid S6l -(1) 48 Channel stage rack.

Other Useable consoles, Digico (any)
No Behringer or Midas M32.

**Monitor Specs**
A complete separate monitor system will be needed, with the below: • Monitor Engineer to assist with set-up and patching

- 48 channel splitter.
- Behringer X32 Rack
    - 2 side fill mixes, and 1 center wedge mix, plus 1 drum sub
    - 5 mixes of wireless In ears, 1 mix of wired in/ears-

acceptable brands of in-ears

- Shure 1000 or 900
- Senheiser G3 or G2 systems



**BACKLINE (WHERE APPLICABLE)**

**Letters To Cleo have two different drummers – please advance to find out which one is playing on your show so the correct drum gear can be rented:**

For Stacy Jones:

DW Collector's Series Drums

1 18 X 22" kick drum
1 8 X 12" rack tom
1 16 X 16" floor tom
2 6.5 X 14" metal snare drums (black nickel over brass preferred)
4 DW 9700 cymbal boom stands
1 DW 9900 tom and cymbal stand with SM799 DogBone (rack tom mounted here on right side from drummers perspective…snare stand 2nd option…please remove suspension tom mount if using snare stand)
2 DW 9300 snare stands
1 DW 9500 hi-hat stand (3 leg with 15" rod)
1 DW 5000 kick drum pedal
1 DW 9000 kick drum pedal
1 9100M drum throne

Remo Drum Heads (heads should be new)

Coated Emperor heads on toms
Controlled Sound Coated Black Dot on snares
Powerstroke P3 Clear on bass drum

Paiste Cymbals

1 19" Signature Full crash (2002 crash 2nd option)
1 20" Signature Full crash (2002 crash 2nd option)
1 22" Formula 602 Modern Essentials ride (22" 2002 ride 2nd option)
1 15" Formula 602 Modern Essentials hi-hats (14" Dark Crisp hi hats 2nd option)

1 Drum Rug

For Tom Polce:

GRETSCH USA Drums (BLACK)
(1) 24" KICK
(1) 13" RT
(1) 16" FT
(1) 18" FT
(6) FT. LEGS
(2) 6.5 X14 BLACK BEAUTY SNARES
(3) YAMAHA SNARE STANDS (simple)
GRETSCH TOM STAND, (5) BOOM STANDS

CONTINUED ON NEXT PAGE

(2) DW 9000 3-LEG HH STANDS (SHORT PIN)

(2) DW 9000 KICK PEDALS DW THRONE, RUG

NEW HEADS (CLR EMP ON TOMS, PS III KICK, EMP X SNARE) ZILDJIAN CYMBALS

(1)20" A CUSTOM Ping Ride (NOT TOO CLANKY)

(1) 19" A CUSTOM Crash
(1) 18" A CUSTOM Crash
(1 set) 14" A CUSTOM HH

(1) DW 9000 HEX KEY for BD pedal

(1) SPARE SET NEW HEADS (WILL IF BILL IF USED)

(1) STAGE FAN

(1) ON STAGE DPT5500 PERCUSSION TABLE

(1) RHYTHM TECH MGT MOUNTABLE PERCUSSION TABLE

(1) Drum Rug

Bass:
Amplifier: 1970s Ampeg SVT (tubes)
Speaker: Ampeg SVT 8x10

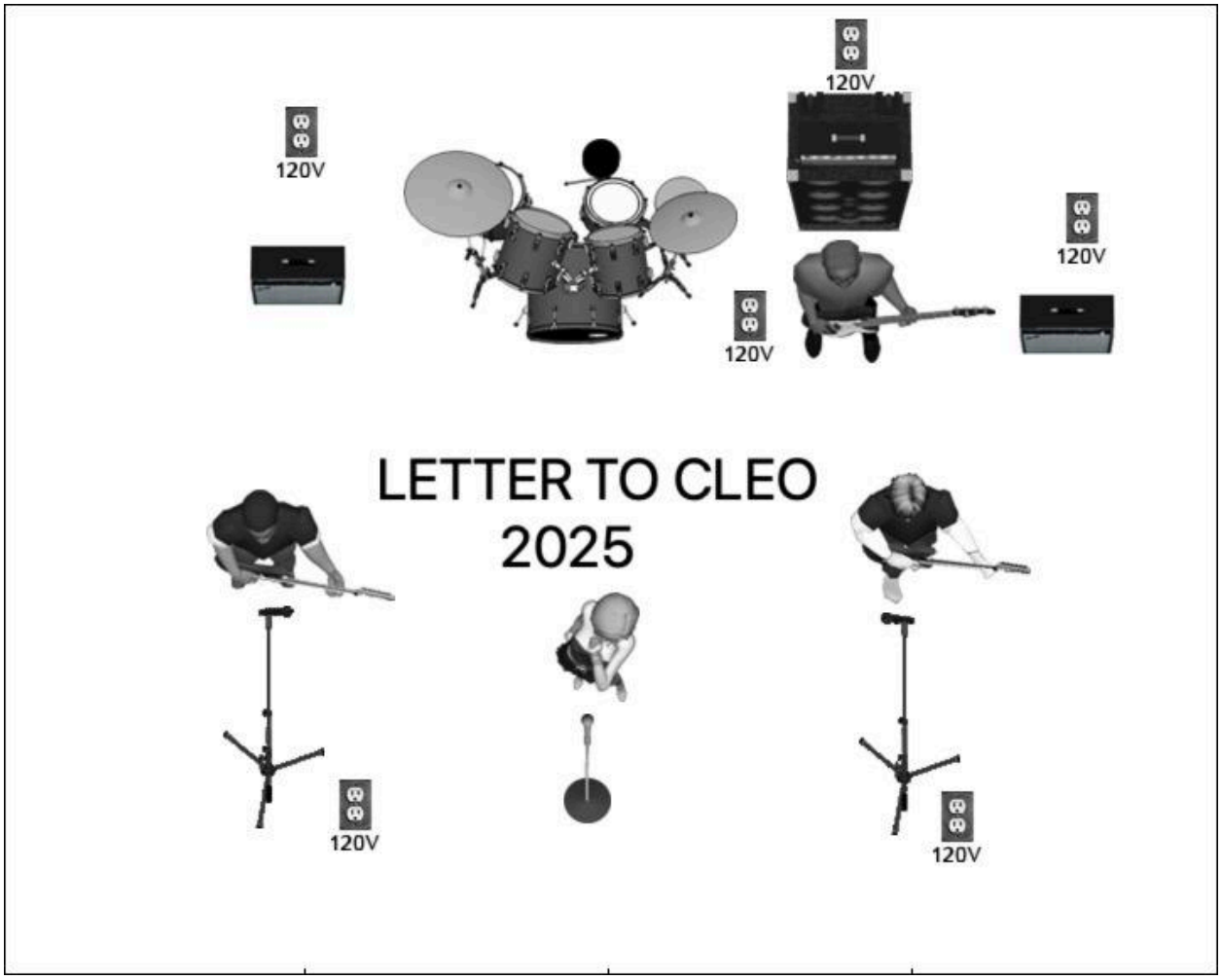
1st Guitar:
Fender Deluxe Reverb
and
Fender Princeton Reverb

2nd Guitar:
Fender Twin reverb or Deluxe Reverb
1 extra D.I. box for stage right.
1 guitar boat that holds 4 to 6 guitars.
1 Fender American Vintage Telecaster or Fender Nocaster.
1 Fender American Vintage Precision bass or American Standard Precision bass

| Letters To Cleo 2025 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **NC40** | **FOH** | | **MON** | **Input** | **Mic/DI** | **Stand** | **OWN** | **Sub Box** | **CON** |
| | | | | | | | | | |
| | 1 | | | Kick in | BETA 91 A | NONE | | | **1** |
| | 2 | | | Kick Out | BETA 52 OR FET 47 | SH BOOM | | | **2** |
| | 3 | | | Sn Top | SM 57 | SH BOOM | | | **3** |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 4 | | | Sn Bot | Senn 904 | SH BOOM | | | **4** |
| | 5 | | | Hat | COND | SH BOOM | | | **5** |
| | 6 | | | T1 | Senn 904 | NONE | | | **6** |
| | 7 | | | T2 | Senn 904 | NONE | | | **7** |
| | 8 | | | T3 | Senn 904 | NONE | | | **8** |
| | 9 | | | OH SR | AKG 414 | LARGE BOOM | | | **9** |
| | 10 | | | OH SL | AKG 414 | LARGE BOOM | | | **10** |
| | 11 | | | CLICK INPUT | 1/8” PLUG FOR IPAD | | | | **11** |
| | 12 | | | BASS DI | SANSAMP OUT | | | | **12** |
| | 13 | | | BASS DI2 | PRE OUT | SH BOOM | | | **13** |
| | 14 | | | SR GRT 1 | SM 57 | SH BOOM | | | **14** |
| | 15 | | | SR GTR 2 | SENN 421 | SH BOOM | | | **15** |
| | 16 | | | SL GTR 1 | SENN 421 | SH BOOM | | | **16** |
| | 17 | | | SL GTR 2 | SM 57 | SH BOOM | | | **17** |
| | 18 | | | SR VOX | Shure 58 | Tripod tall boom | | | **18** |
| | 19 | | | Center VOX | SE V7 | Round Straight | | | **19** |
| | 20 | | | SL Vox | SHURE 68 | TRIPOD TALL BOOM | | | **20** |
| | 21 | | | DRUM VOX(IF TP) | SM 58 | Tripod tall boom | | | **21** |
| | 22 | | | | | | | | **22** |
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LETTER TO CLEO
2025
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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.)

**Letters To Cleo**

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)

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.

**69 Hillside Road**

6 City, state, and ZIP code

**Watertown, MA 02472**

Requester's name and address (optional)

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**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 4 | – | 3 | 2 | 4 | 7 | 5 | 6 | 6 |

## 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**  **Date** 10/1/25

# 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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation. |
| • Individual or<br>• Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| • Interest and dividend payments | All exempt payees except for 7. |
| • Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends | Exempt payees 1 through 4. |
| • Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5.[2] |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2026

**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 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: | |
|---|---|---|
| HCC Specialty Underwriters, Inc. dba Tokio Marine HCC-Specialty Group<br>401 Edgewater Place, Suite 400<br>Wakefield, MA 01880 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID #: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|---|
| Letters to Cleo Inc.<br>69 Hillside Road<br>Watertown, MA 02472 | INSURER A : | U.S. Specialty Insurance Company | 29599 |
| | INSURER B : | United States Fire Insurance Company | 21113 |
| | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY** | X | | U26SE11302 | 04/29/2026 | 06/01/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X Host Liquor | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| B | X Medical Expense | | | US2179060 | 04/29/2026 | 06/01/2026 | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | **UMBRELLA LIAB** OCCUR | | | | | | EACH OCCURRENCE | $ |
| | **EXCESS LIAB** CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
This insurance is primary and non-contributory as required by written contract.
This coverage is with respect to Gulf Coast Grooves event to be held 05/30/2026 - 05/30/2026 at Mobile Stage, Mardi Gras Park Mobile AL.
Waiver of Subrogation Applies (only as required by written contract).

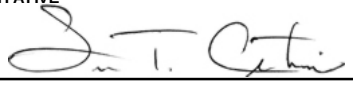
**CERTIFICATE HOLDER**

City of Mobile
PO Box 1827
Mobile, AL 36633

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**





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**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Donald Rose, Senior Director - Chief Procurement Ofc
Jenyia Rocker

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
3 yr contract renewable for addl 1 yr periods with Concourse Tech Inc., for a cloud-hosted, software-as-a-service, Events Management software platform.

**Amount of Contract:**
$70,000 per year

**Funding Source**
General fund

**ATTACHMENTS:**
1. 2026 Concourse eventsl Agenda Package

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 12, 2026 (Date) Item No. _____

Submitted by: Events (Department) Jenyia Rocker (Department Head)

Sponsored by: Mayor Spiro Cheriogotis (Name) _____ (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 Concourse Tech, Inc. for Events Management software

PURPOSE & SCOPE OF PROJECT:
3 yr contract renewable for addl 1 yr periods with Concourse Tech Inc., for a cloud-hosted, software-as-a-service, Events Management software platform.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $70,000.00 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: Bid exempt as software. RFP issued

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

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 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 Concourse Tech Inc., for three-years, renewable without further action by Council for subsequent additional one-year periods, to provide a cloud-hosted, software-as-a-service, Events Management software platform, in an amount of $70,000.00 per 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 agreement is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

**SOFTWARE AS A SERVICE AGREEMENT**

This Agreement ("Agreement") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("Customer"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council and City Council; and Concourse Tech Inc., with a place of business at 169 Madison Ave Suite 15520, New York, NY 10016 ("Company")

This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

WHEREAS, the Company is uniquely qualified and engaged in Event Management Software Services; and

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

NOW THEREFORE, Customer and Company, 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. DEFINITIONS.

**Customer Data"**

"Customer Data" means all data, information, images, location records, audiovisual content, reports, metadata, user input, and other materials submitted to, uploaded to, stored in, generated by, or processed through the Solution by or on behalf of Customer, including any personal information as defined under applicable law.

Customer Data does not include (a) data that is publicly available and not provided by Customer, or (b) aggregated and anonymized data that cannot reasonably be used to identify Customer, its users, or any individual.

All Customer Data shall remain the exclusive property of Customer; provided that Customer grants Company a limited, non-exclusive, worldwide, royalty-free license during the term of this Agreement to access, use, host, process, transmit, and display Customer Data solely as necessary to provide, maintain, support, and secure the Services in accordance with this Agreement and subject to Company's confidentiality and security obligations.

**"Services"**

"Services" means the Solution and Location Database Services, including hosting, maintenance, support, updates, security measures, and all related obligations to be performed by the Company as described in Exhibit A (Scope of Work) and any authorized Change Order executed by the Parties.

**"Deliverables"**

"Deliverables" means any reports, documentation, data outputs, or other tangible materials produced or provided by the Company specifically for Customer under this Agreement.

Deliverables do not include the Solution or Company's pre-existing proprietary software platform or tools even if expressly identified in a Scope of Work.

**"Solution"**

"Solution" means the Concourse Tech, Inc. Microsoft Azure Government Cloud hosted Event management platform and related software, systems, infrastructure, and functionality described in Exhibit A, including all updates, patches, and enhancements provided during the Term.

**Security Incident"**

"Security Incident" means any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, alteration of, destruction of, or loss of Customer Data in Company's possession or control, or any event that materially compromises the confidentiality, integrity, or availability of the Solution.

**"Business Day"**

"Business Day" means any day other than a Saturday, Sunday, or legal holiday observed by the City of Mobile, Alabama.

**"Change Order"**

"Change Order" means a written amendment to a Scope of Work that modifies the scope, pricing, timeline, or deliverables under this Agreement and is executed by authorized representatives of both Parties. No Change Order shall be binding unless signed by both Parties.

## II. SCOPE OF SERVICES.

1. The Company shall provide Customer the services (hereinafter “Services) set out in Exhibit A (Scope of Work) herein attached and incorporated into this Agreement.

2. Incorporation of Additional Terms and Conditions

The parties agree that additional terms and conditions applicable to this Agreement are set forth in Exhibit B (Terms and Conditions), which is attached hereto and incorporated herein by reference as if fully set forth in this Agreement.

In the event of any conflict or inconsistency between the terms of this Agreement and the terms set forth in Exhibit B, the terms of this Agreement shall control unless Exhibit B expressly states that a specific provision therein is intended to supersede a corresponding provision of this Agreement.

## III. COMPANY OBLIGATIONS. COMPANY SHALL:

A. Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

    1. A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Company Contract Manager").

    2. A number of employees that it deems sufficient to perform the Services set out in the Scope of Work, (collectively, with the Company Contract Manager, "Provider Representatives").

B. Make no changes in Provider Representatives except:

    1. Following notice to Customer.

    2. Upon the resignation, termination, death, or disability of an existing Provider Representative.

    3. At the reasonable request of Customer, in which case Company shall use reasonable efforts to appoint a replacement at the earliest time it determines to be commercially viable.

C. Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services. During the Term, upon Customer's written request, Company shall allow

Customer or Customer's representative to inspect and make copies of such records solely to the extent reasonably necessary to verify Company's provision of the Services; provided that Customer provides Company with at least thirty (30) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours and any such inspection shall occur no more than once per quarter.

D. Company shall perform all Services under this Agreement in a timely, professional, and diligent manner. Company shall be solely responsible for managing its workflow, personnel, and resources to avoid delays and shall promptly respond to the Customer's reasonable requests, approvals, or inquiries related to the Services.

E. Company shall, at its sole cost and expense, obtain, maintain, and comply with all licenses, permits, approvals, and consents required for Company to perform the Services and deliver the Deliverables under this Agreement, including, without limitation, any licenses for third-party software, tools, or services that are used in or embedded within the Deliverables or otherwise required for their operation. Customer shall not be responsible for any licensing fees, permit costs, or usage charges related to third-party tools or services procured or utilized by Company unless expressly stated otherwise in the applicable Scope of Work and approved in writing in advance by the Customer.

## IV. CUSTOMER OBLIGATIONS.

Customer shall:

A. Designate one of its employees [or agents] to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

B. Require that the Customer Contract Manager responds promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services.

C. Cooperate with Company in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Company to provide the Services.

D. Take all commercially reasonable steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Company's provision of the Services.

E. The Customer agrees to grant Company access to necessary information and personnel to complete the Services outlined in the Agreement. However, any failure or delay by the Customer in providing such cooperation shall not excuse Contractor's performance unless such failure or delay materially prevents Contractor from meeting its obligations. In such cases, Contractor shall provide prompt written notice detailing the nature of the delay, its impact on performance, and the specific Customer action required. If the delay is determined by the Customer to be material and beyond Contractor's control, the applicable deadlines may be extended accordingly, or a Change Order may be issued.

F. Additional customer obligations are set forth in Section 2 of Exhibit B, which is attached hereto and incorporated herein by this reference.

## V. TERM, TERMINATION, AND SURVIVAL.

A. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three (3) years, unless sooner terminated pursuant to subsection B or subsection C. Upon mutual written agreement of the parties, this Agreement may be renewed for additional successive terms of one (1) year on the same terms and conditions, unless otherwise modified in writing by the parties.

B. Either Party may terminate this Agreement, effective thirty (30) days after receipt of written notice to the other Party.

C. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

1. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
2. Becomes insolvent or admits its inability to pay its debts generally as they become due.
3. Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty (30) business days or is not dismissed or vacated within sixty (60) business days after filing.
4. Is dissolved or liquidated or takes any corporate action for such purpose.

5. Makes a general assignment for the benefit of creditors.

6. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

D. Notwithstanding anything to the contrary in Section 4(a) Company may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment; or (b) more than five (5) times in any twelve (12) month period, provided that such failures are not promptly cured following written notice and materially impact Company's ability to perform its obligations. For the avoidance of doubt, each late payment counts as a separate occasion, and the twelve-month period is measured on a rolling basis; the count is not reset with each notice of non-payment. Timely cured late payments that do not materially disrupt services shall not, on their own, constitute grounds for termination under this subsection.

E. The rights and obligations of the parties set forth in this Section 4(c), as well as the provisions relating to confidentiality, indemnification, intellectual property rights, limitations of liability, warranty disclaimers, payment obligations for Services rendered prior to termination, dispute resolution, and any other provisions expressly stated to survive, shall survive the termination or expiration of this Agreement.

## VI. CUSTOMER DATA & SECURITY

A. Company will use commercially reasonable efforts to prevent the loss or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Company. Company will maintain a comprehensive information security program designed to protect Company's Software and hosted Services and Customer data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, Company shall maintain the following:

1. Industry standard encryption: data at rest: AES-256 encryption; data in transit: TLS 1.3.

2. Multi-factor authentication (MFA) for administrative and user access to secure data.

B. Furthermore, Provider shall provide and maintain standardized security protection mechanism and systems in use by Provider's subcontractors equivalent to SOC 2 Certificate with the necessary and appropriate policies and procedures to comply with the Alabama Data Breach Notification Act, Ala. Code 8-38-1, et. seq., or current Alabama statutory or regulatory provisions relevant to the security of software services in Alabama. Provider acknowledges that it is responsible to maintain the security and privacy of the Customer's data and may be held liable for a breach of its security which results in the improper or unauthorized release of protected information.

C. **Data Breach Notification**

To the extent the Company experiences a Security Breach, Company will promptly, and not later than within twenty-four hours of discovery, notify the Customer in writing of any loss, damage, or unauthorized access of Customer Data.

## VII. HOSTING & INFRASTRUCTURE SECURITY

A. **Hosting Environment**

The Services shall be hosted on Microsoft Azure Government Cloud ("Azure") infrastructure located within the United States. Provider shall ensure that all web services required for the operation of the platform are commercially fully supported and administered throughout the Term of this Agreement.

## VIII. System Availability

Provider shall maintain a minimum of 99.9% system uptime for the hosted platform, measured by Provider's tools on a per-calendar-month basis, exclusive of scheduled maintenance periods not to exceed seventy-two (72) hours per calendar year. Provider shall provide Client with reasonable advance notice of any scheduled maintenance that may impact availability.

If system uptime falls below 99.9% in any calendar month (excluding scheduled maintenance) Customer shall be entitled to a service credit equal to 10% of the monthly pro-rated portion of the monthly service fee, to be applied to the following annual invoice. If system uptime falls below 99.5% for two (2) or more consecutive calendar months, or below 99.0% in any single calendar month, Client shall have the right to terminate this Agreement for cause upon thirty (30) days' written notice, provided Provider fails to cure during such notice period.

## IX. ACCESSIBILITY & COMPLIANCE

A. **Accessibility Standards**
The Solution as defined in Exhibit A shall comply with the latest version of the Web Content Accessibility Guidelines (WCAG) Level AA and applicable requirements under the Americans with Disabilities Act (ADA), ensuring accessible use by individuals with disabilities.

B. **Ongoing Compliance**
Company shall maintain accessibility compliance throughout the Term of this Agreement. Any updates, modifications, or enhancements to the Solution that may affect accessibility shall be subject to prior review and written approval by the Customer.

**C. Audit Rights**
Customer shall have the right during the Term of this Agreement to conduct accessibility testing of the Provider's platform, application, or deliverables to assess compliance with applicable accessibility standards, including but not limited to the latest version of WCAG Level AA. If such testing reveals accessibility deficiencies, the Provider shall, at its own expense, use commercially reasonable efforts to remediate all identified issues within forty-five (45) calendar days of written notice from the Customer Failure to timely remediate the identified issues shall constitute a material breach of this Agreement.

## X. TECHNICAL SUPPORT AND MAINTENANCE

A. **Support Hours.**
Company shall provide technical support to the Customer during standard business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM Central Standard Time (CST), excluding recognized holidays.

Company shall respond to reported issues in accordance with the severity classification assigned by the Customer. Severity levels are defined as follows:

1. **Critical Severity** – Complete system outage or failure of a core function, rendering the system unusable for all users.
    - **Response Time:** Within four (4) hours of notification during Support Hours, or, if received outside Support Hours, within four (4) hours after the start of the next Business Day.
    - **Escalation:** If no response is received within four (4) hours, the issue shall be escalated to senior technical management and the Customer shall be notified of the escalation status.
2. **High Severity** – Major functionality is impaired, causing significant disruption to business operations, but the system remains partially operational.

- **Response Time:** Within eight (8) hours of notification during Support Hours, or, if received outside Support Hours, within eight (8) hours after the start of the next Business Day.
- **Escalation:** If no response is received within eight (8) hours, the issue shall be escalated to a team lead or equivalent and the Customer shall be notified of the updated plan of action.

3. **Low Severity** – Minor issues that do not impact core functionality.
   - **Response Time:** Within forty-eight (48) hours of notification during Support Hours, or, if received outside Support Hours, within forty-eight (48) hours after the start of the next Business Day.
   - **Escalation:** If no response is received within forty-eight (48) hours, the issue shall be escalated within the Company's support team, and an update shall be provided to the Customer.

Company shall maintain an internal escalation matrix to ensure timely and effective resolution of reported issues. Upon request, the Company shall provide the Customer with a copy of the escalation procedures and contact list.

B. **Software Updates.**
Company shall:

1. Deploy security patches and minor software updates as needed; and
2. Coordinate all major updates with the Customer in advance to minimize disruption to operations.

## XI. PAYMENT AND PAYMENT TERMS

A. **Initial Setup Fee.** All pricing and fees for this Agreement, shall be found in **Exhibit C**.

B. **Annual Service Fee.** Customer shall pay Company an annual service fee not to exceed of $70,000 for the development, maintenance, and support services provided under this Agreement, as further described in Exhibit A attached hereto. All fees stated herein are exclusive of any applicable federal, state, or local taxes. The Customer shall not be responsible for any taxes incurred or owed by the Company, and the Company shall be solely responsible for the payment of all such taxes arising from or related to the compensation received under this Agreement, except to the extent that the Customer is legally required to withhold and remit such taxes.

C. **Invoicing and Payment.** Company shall invoice the Customer annually, with the initial invoice due upon execution of this Agreement and each subsequent invoice due on the anniversary of the Agreement's effective date. All invoices must reference the Customer's purchase order number. Payment shall be due within thirty (30) days of the Customer's receipt of a proper invoice.

D. **Annual Appropriations**. Company agrees that Customer's payment obligations are subject to annual appropriation by the Mobile City Council. Customer shall remain responsible for payment of all properly invoiced amounts for Services performed.

E. **Additional Services.** Any services requested by the Customer that are outside the scope of this Agreement shall be subject to a separate written Change Order Agreement and priced accordingly.

## XII. INDEMNIFICATION & LIABILITY

A. **Indemnification**

Company shall indemnify, defend and hold harmless Customer and its officers, elected officials, agents, representatives, and employees from and against any and all third-party claims, injuries, losses, diminution in value, damages, liabilities, 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 Company's negligent, reckless, or intentional acts or omissions in its 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. Company will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement ge intellectual property rights Company will pay infringement claim defense costs, Company negotiated settlement amounts and damages finally awarded by a court; provided that Company shall have no obligation for any such claim to the extent arising from Customer's misuse or modification of the Services, combination of the Services with items not provided by Company, or use of the Services outside the scope of this Agreement.. Notwithstanding the foregoing, neither Party shall have indemnification obligations to the extent a claim arises from such Party's own negligence, willful misconduct, or breach of this Agreement. Additional indemnification requirements are set forth in Section 7 of Exhibit B, which is attached hereto and incorporated herein by reference.

B. **Warranty and Limitation of Liability**

1. Performance Warranty

Company warrants that it shall perform the Services in all material respects:

a. In accordance with the terms and subject to the conditions set out in Section 6 of Exhibit B and this Agreement;

b. Using personnel with commercially reasonable skill, experience, and qualifications; and

c. In a timely, workmanlike, and professional manner consistent with generally recognized industry standards for similar services.

Except as expressly set forth herein, Company makes no warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

2. A breach of this warranty shall, subject to the extent primarily caused by Company's breach of this Agreement, include, but is not limited to:

a. Material failure to perform the Services in accordance with the Service Levels specified in this Agreement and Exhibit A.

b. Repeated failure to meet agreed response times or resolution for critical or high-priority incidents as outlined in the Agreement or;

c. Failure to deliver the Services in a manner consistent with commercially reasonable industry standards, resulting in material adverse impact to the Customer.

1. Company's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

a. Company shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time but no more than thirty (30) days after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination to Company.

b. In the event the Agreement is terminated pursuant to Section XII(2) above, Company shall, within thirty (30) days after the effective date of termination, refund to Customer any fees paid as of the date of termination for Services or Deliverables not provided as of the effective date of termination, less a deduction equal to the fees attributable to Customer's receipt or use of such Services or Deliverables up to and including the date of termination, calculated on a pro-rated basis

2. Limitation of Liability

a. Notwithstanding anything to the contrary, except for bodily injury of a person, company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of

this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for any indirect, exemplary, incidental, special or consequential damages; (b) for any matter beyond company's reasonable control.

b. Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of the Company for any and all claims arising out of or related to this Agreement shall be limited to the greater of: (a) the total fees paid by the Customer to the Company under this Agreement during the twelve (12) months preceding the event giving rise to the claim, or (b) $1 million. This limitation shall not apply to claims arising from the Company's gross negligence, fraud, or willful misconduct, breach of confidentiality, or infringement of intellectual property.

c. Customer acknowledges that Company's liability shall not exceed the total amount paid under this Agreement for the annual recurring services unless damages arise from gross negligence, fraud, or willful misconduct.

## XIII. Intellectual Property.

### A. Intellectual Property Rights and Third-Party Components

All intellectual property rights, including copyrights, patents, patent disclosures, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all goodwill associated therewith, derivative works, and all other improvements, enhancements, and rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Company in the course of providing the Solution or performing the Services, including any items identified as such in Exhibit A (collectively, the "Deliverables"), except for Customer Data, any Confidential Information of Customer, or customer-provided materials, shall be and remain the exclusive property of the Company. Company owns all Intellectual Property Rights in and to the Solution and Services.

Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free license during the term of this Agreement to use the Intellectual Property Rights in the Deliverables solely to the extent necessary for Customer's internal business purposes and to make reasonable use of the Deliverables and the Services

### B. Third-Party Components

Company shall identify and disclose in writing any third-party software, libraries, or other components that are embedded in or required to use the Deliverables ("Third-Party Components"). Company represents and warrants that it has obtained all necessary rights, licenses, or permissions to incorporate such Third-Party Components into the Deliverables.

C. Company shall indemnify, defend, and hold harmless the Customer and its officers, agents, and employees from and against any and all third-party claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or related to any actual or alleged infringement or misappropriation of intellectual property rights by the Deliverables, including any Third-Party Components, except to the extent such claims arise from Customer's misuse or modification of the Deliverables in violation of this Agreement.

## XIV. INSURANCE REQUIREMENTS

A. During the term of this Agreement, Company shall acquire and maintain in full force and effect the following liability and comprehensive insured 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 additional insured, and shall attach to this contract as proof thereof of a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama., at its sole expense, insurance coverage to include at a minimum the following:

1. Workers Compensation: In the amounts required by all applicable laws, rules or regulations of the State of Alabama

2. Comprehensive General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate

3. Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
4. Cyber and Technical Errors and Omissions: $1,000,000 in the aggregate

B. Said certificate shall state that insurance coverage will not be altered or terminated unless Customer shall be given written notice of such alteration or termination delivered to Customer not less than thirty (30) days before the effective date of such alteration or termination.

C. The liability policies affording the coverages described in Subsections (A) and (B) above shall be endorsed to cover City and its employees, agents, directors and officers as additional insureds, and endorsed that such insurance shall apply on a primary and non-contributory basis and waive the right of subrogation against and in favor of the City as an additional insured.

D. Company shall deliver certificates of insurance, and endorsements, to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. The insurer and/or Company shall mail thirty (30) days' prior written notice to certificate holder should

any of the policies be cancelled prior to the expiration date, and ten (10) day's prior written notice for non-payment.

## XV. MISCELLANEOUS

A. **Entire Agreement.**
This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and additional terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Services, the terms and conditions of this Agreement shall supersede and control.

B. **Notices.**
All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid), or by email with read receipt. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

**CUSTOMER**:
**CITY OF MOBILE**
Attention: City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

**COMPANY**:
**CONCOURSE TECH, INC.**
169 Madison Avenue, Suite 15520
New York, NY 10016

**CITY OF MOBILE – LEGAL:**
Attention: Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. **Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to/the court may modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

D. **Amendments**.

No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

E. **Waiver**.

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

F. **Assignment**.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

G. **Relationship of the Parties**.

The relationship between the parties is that of independent contractors. The details of the method and manner of performance of the Services by the Company shall be under its own control, the Customer being interested only in the results thereof. The Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

H. **No Third-Party Beneficiaries**.

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

I. **Governing Law**.

The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

J. **Waiver of Jury Trial**.

Each party acknowledges that any controversy that may arise under this agreement, including exhibits, schedules, attachments, and appendices attached to this agreement, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement, including any exhibits, schedules, attachments or appendices attached to this agreement, or the transactions contemplated hereby.

K. **Counterparts**.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

L. **Force Majeure.**

The Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Company to terminate this Agreement.

M. **Anti-Boycott**.

COMPANY agrees and represents 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

N. **Anti-Discrimination**.

COMPANY 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.

O. **Compliance with Alabama Immigration Law.**

By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all direct damages resulting there from.

[SIGNATURE PAGE TO FOLLOW]

CONCOURSE TECH, INC.

By: Michael Mumma

Date: 05/04/2026

State of Florida
County of Broward

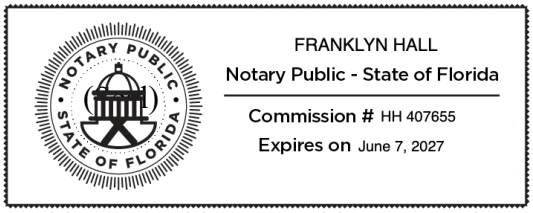
I, the undersigned Notary Public, in and for said County in said State, hereby certify that Michael Mumma, whose name as General Manager of CONCOURSE TECH, INC is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above 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 4th day of May, 2026.

Franklyn Hall

Notarized remotely online using communication technology via Proof.

Notary Public
Print Franklyn Hall
My commission expires: 06/07/2027




___ Personally Known OR ___ Produced Identification - Type of ID Produced - Driver License

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____

Lisa Lambert, Its City Clerk

Exhibit A: Scope of Work (Proposal Information)

Exhibit B: Terms and Conditions

Exhibit C: Fee/Payment Schedule

EXHIBIT A

SCOPE OF WORK

# Concourse Tech Inc.

169 Madison Ave, Suite 15520, New York, NY 10016 | (646) 305-9964 | sales@concoursetech.com

## 1. Overview

This Statement of Work ("SOW") defines the services to be provided by Concourse Tech Inc. ("Provider") to the City of Mobile ("City") for the delivery and ongoing operation of an Events Management Software platform as described in the Provider's proposal submitted in response to RFP 5983.

## 2. Scope of Services

Provider will deliver a cloud-hosted SaaS Events Management platform that includes:

- Public-facing event application portal and back-office management interfaces
- Multi-departmental workflow, routing, and approval capabilities
- Geospatial mapping and scheduling conflict detection
- Mobile-accessible interfaces for field operations
- Reporting, dashboards, and analytics
- Multi-language support (English and Spanish)
- Ongoing hosting, support, and maintenance for the duration of the contract term

## 3. System Integrations

Provider will develop and maintain integrations with the City's existing systems, including Microsoft Azure Active Directory, Tyler MUNIS, Nexgen Asset Management, ArcGIS, and Microsoft O365. The detailed scope and technical approach for each integration will be defined collaboratively with City IT staff during the project discovery phase.

## 4. Implementation Approach

Provider will follow a phased implementation methodology encompassing discovery and requirements validation, system configuration and integration development, testing and training, and go-live support. A detailed project plan with milestones and timelines will be developed collaboratively with City stakeholders at project kickoff.

A dedicated Provider Project Manager will serve as the primary point of contact throughout the engagement.

## 5. Client Responsibilities

The City will support the engagement by:

- Designating a project lead to coordinate with Provider
- Providing timely access to City systems, environments, and data required for integration and configuration
- Making subject matter experts available for requirements validation and user acceptance testing
- Coordinating staff availability for training sessions

## 6. Acceptance

Acceptance of the platform will be based on successful completion of user acceptance testing conducted jointly by Provider and City staff, confirming that the delivered solution materially conforms to the requirements set forth in Exhibit A of the RFP. Specific acceptance criteria and procedures will be agreed upon during the discovery phase.

## 7. Changes to Scope

Any material changes to the scope of services described in this SOW will be documented in a written change order signed by both parties. Change orders will describe the proposed modification, any impact to timeline or cost, and require mutual agreement before work begins.

EXHIBIT B

TERMS AND CONDITIONS

## Exhibit B TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the service level terms set forth in the Proposal. If the Proposal does not contain service level terms for the Services, then subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with Company's then applicable standard practice. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Proposal. If the Proposal does not contain technical support services, then subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's then applicable standard practice.

### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other

technology developed in connection with applicable implementation services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

## 4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Agreement for the Services and applicable implementation services and software subscription and support fees. If Customer's use of the Services exceeds the Service capacity set forth in the Agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. .

4.2 Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## 5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Agreement, and shall be only be a renewed for one (1) additional year after the initial Term subject to the discretion and appropriation of funding by the Customer. .

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform applicable Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND APPLICABLE IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. INDEMNITY

Indemnity obligations provided in the Agreement do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company shall at its expense do one or more of the following: (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar

features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

EXHIBIT C

FEE / PAYMENT SCHEDULE

**Concourse Tech Inc.**

169 Madison Ave, Suite 15520, New York, NY 10016 | (646) 305-9964 | sales@concoursetech.com

# Pricing Addendum

Events Management Software - City of Mobile

RFP 5983 - Software for Management of City Supported Events

This Pricing Addendum supplements the Concourse Tech Inc. proposal submitted in response to RFP 5983. Pricing below reflects a 3-year contract term with $0 implementation cost and a flat annual subscription of $70,000.

| COMPONENT | YEAR 1 | YEAR 2 | YEAR 3 | 3-YEAR TOTAL |
|---|---|---|---|---|
| Implementation | $0 | $0 | $0 | $0 |
| Annual Subscription | $70,000 | $70,000 | $70,000 | $210,000 |
| **Total** | **$70,000** | **$70,000** | **$70,000** | **$210,000** |

The annual subscription includes all features, unlimited users, hosting, support, maintenance, training, and all system integrations as described in the original proposal.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 4, 2026

City of Mobile
Attention: City Clerk
PO Box 1827
MOBILE AL 36633-1827

## Account Information:

| | |
|---|---|
| **Policy Holder Details :** | **Concourse Tech Inc** |

## Contact Us

**Need Help?**

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2026

**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 be endorsed. If SUBROGATIONIS 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: | |
|---|---|---|
| AP INTEGO INSURANCE GROUP LLC<br>76251051<br>PO BOX 31241<br>SALT LAKE CITY UT 84131 | PHONE (A/C, No, Ext): (888) 289-2939 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | INSURER A : Hartford Fire Insurance Company | 19682 |
| INSURED | INSURER B : | |
| CONCOURSE TECH INC<br>169 MADISON AVE STE 15520<br>NEW YORK NY 10016-5101 | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | 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) | |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | **UMBRELLA LIAB** / **EXCESS LIAB** — OCCUR / CLAIMS-MADE | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | DED / RETENTION $ | | | | | | | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below — Y/N | N/ A | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE -EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | |
| A | Tech E&O - Retention Each Wrongful Act $5,000 | X | X | 76TE0759967 | 04/10/2026 | 04/10/2027 | Wrongful Act Aggregate Limit | $5,000,000 $5,000,000 |

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

Those usual to the Insured's Operations. See Acord 101 for special wording.

**CERTIFICATE HOLDER**

City of Mobile
Attention: City Clerk
PO Box 1827
MOBILE AL 36633-1827

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC# : _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| AP INTEGO INSURANCE GROUP LLC | CONCOURSE TECH INC<br>169 MADISON AVE STE 15520<br>NEW YORK NY 10016-5101 |
| POLICY NUMBER<br>SEE ACORD 25 | |
| CARRIER: SEE ACORD 25 / NAIC CODE | EFFECTIVE DATE: SEE ACORD 25 |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

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

The City of Mobile, including its employees, agents, directors, and officers, but only as required by a valid written contract, is an additional insured as provided by FailSafe GIGA Enterprise Liability Policy Form FS 00 G003 00 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Rights of Recovery Per Contract Requirement Form FS 00 H333 00, attached to this policy.



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**CAPITAL CONTRACT SUMMARY SHEET**

NA

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

**Sponsored by:**
Gina Gregory, Councilmember
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Grant a non-exclusive emergency access easement agreement across a city parcel no. R022801113000115.000, to Spring Hill Holding, LLC to provide emergency access in the event of a fire emergency for a new multifamily apartment complex, located at 4612 Springhill Avenue.

**Amount of Contract:**
NA

**Funding Source**
NA

**ATTACHMENTS:**
1. Resolution Access Easement-Spring Hill Holding
2. Emerg Access Easement

**REVIEWERS:**
Lana Pafenbach
Lana Pafenbach

**RESOLUTION**

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Gina Gregory

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the Mayor and City Clerk, and they hereby are, hereby authorized and directed to execute and attest, respectively for and on behalf of the City of Mobile, a non-exclusive emergency access easement agreement across a city parcel no. R022801113000115.000, to SPRING HILL HOLDING, LLC, as set out in the agreement attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, to provide emergency access in the event of a fire emergency for a new multifamily apartment complex, located at 4612 Springhill Avenue.

Adopted:

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

**NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT AGREEMENT**

This instrument is executed this 12th day of May, 2026, by and between the City of Mobile, Alabama, a municipal corporation ("Grantor"), and Spring Hill Holding, LLC, an Alabama limited liability company ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain parcel of real property in the County of Mobile, State of Alabama, being tax Parcel No. R022801113000115.000, Key No. 434435 ("City Parcel");

WHEREAS, Grantee owns that certain parcel of real property parcel of real property adjacent to the City Parcel, being Tax Parcel Number R022801114000090.01, Key No. 435602 ("Grantee Parcel");

WHEREAS, Grantee is currently in need of an emergency fire access easement and vehicular ingress and egress from their parcel through the City parcel, for safety and security of their residents in their multifamily apartment complex in the event of a fire emergency and will be providing additional housing units for City citizens by way of private lessees;

WHEREAS, Grantor is willing to grant an easement to the Grantee for such vehicular access across the City Parcel, exiting to Spring Hill Avenue, for the limited purposes provided herein and subject to the conditions hereinafter described within; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, subject to the reservation and conditions hereinafter set forth, an Emergency Access Easement for emergency fire access easement and vehicular ingress and egress for vehicular access over, on and across the following described real property located in Mobile County, Alabama:

See attached **"EXHIBIT A"**
As shown on **"EXHIBIT C"**

The easement and right of way granted herein shall run with the respective lands, benefiting the Grantee Parcel by providing emergency fire access for vehicular ingress and egress, to Spring Hill Avenue and burdening the City Parcel. The provisions of this instrument shall be binding upon the successors, assigns and transferees of the Grantor and the Grantee. Only the Grantee, its tenants, servants, agents, customers, guests, invitees, licensees, employees, transferees and assigns of the Grantee Parcel, may utilize this easement as an emergency fire access easement and vehicular ingress and egress for vehicular access.

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 for ingress and egress at any time, and for any other use which shall not unreasonably interfere with the grant of the rights herein.

Further, Grantor does hereby grant to the Grantee non-exclusive temporary construction easements as more fully described on "Exhibit B" and as shown on "Exhibit C". The Grantee, their agents and independent contractors shall have the non-exclusive right of ingress over and across the land affected by the temporary construction easements for purposes of construction of the access easement described on "Exhibit A", and also shown on "Exhibit C". The temporary construction easements shall terminate upon the completion of construction of the access road described on "Exhibit A".

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above-described work on the premises or in the use of easement described herein.
2. 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.
3. All construction of this project is the sole responsibility of the Grantee and Grantee must 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.

4. Grantee shall maintain, replace and repair the surface of the said Easement Area and shall keep it in good condition fit for the purposes intended by this instrument, and shall cooperate in the utilization of and access through locked gates.
5. 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.
6. Grantee covenants that the initial improvements to the Subject Property will be in compliance with those engineering plan drawings prepared by Kimley-Horn, titled Carondolet Apartments Housing Improvement 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.
7. 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 parties and for notification to all regulatory authorities if such an event should occur.
8. It is the sole responsibility of the Grantee to prevent public access to the easement area.
9. 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 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.
10. 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 according to the terms herein.
11. The easement granted hereby may not be conveyed by the Grantee.
12. 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 or over said parcel any obstruction that may unreasonably interfere with the rights hereby granted.

13. 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.
14. Grantee, during the construction or maintenance of its easement, shall not materially interfere with maintenance operations of Grantor.
15. Any notice to be given by Grantee 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 Spring Hill Holding, LLC, 2805 2nd Ave. S., Ste. 200, Birmingham, AL 35233

.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.

SIGNATURE PAGES FOLLOW

**IN WITNESS WHEREOF**, the Grantor, has caused this instrument to be executed in their name and seals affixed hereto on this the date above written.

**GRANTEE:**

SPRING HILL HOLDING, LLC
An Alabama Domestic Limited Liability Company

By: _____

Its: President

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William N McDonald Jr, whose name as President, of Spring Hill Holding, LLC, an Alabama Domestic Limited-Liability Company, 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 12th day of May, 2026.

Theresa S McNabb
Notary Public

My Commission Expires: 11/07/28

THERESA S. MCNABB
MY COMMISSION EXPIRES
NOVEMBER 7, 2028
NOTARY PUBLIC
STATE OF ALABAMA

**GRANTOR:**

CITY OF MOBILE, A Municipal Corporation

_____

By: Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
Lisa Lambert, City Clerk

THIS INSTRUMENT PREPARED BY:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

GRANTOR:

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

GRANTEE:

Spring Hill Holding, LLC
2805 2nd Ave. S. Ste. 200
Birmingham, AL 35233

**"EXHIBIT A"**

LEGAL DESCRIPTION OF PERMANENT ACCESS EASEMENT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 CARONDOLET SUBDIVISION AS RECORDED ON INSTRUMENT NUMBER 2022030564 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST LINE OF SAID OF LOT 1, RUN NORTH 0°01'48" WEST, 247.82 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE DEPARTING THE WEST LINE OF SAID OF LOT 1, RUN SOUTH 89°49'02" WEST, 9.45 FEET; THENCE RUN SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 20.28 FEET (CHORD BEARS SOUTH 45°07'51" WEST AND MEASURES 18.28 FEET); THENCE RUN SOUTH 0°26'41" WEST, 404.64 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 89°54'19" WEST, 50.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 0°26'41" EAST, 404.94 FEET; THENCE RUN NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET, AN ARC LENGTH OF 98.27 FEET (CHORD BEARS NORTH 45°07'51" EAST AND MEASURES 88.61 FEET); THENCE RUN NORTH 89°49'02" EAST, 9.59 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, RUN SOUTH 0°01'48" EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.54 ACRES, MORE OR LESS.

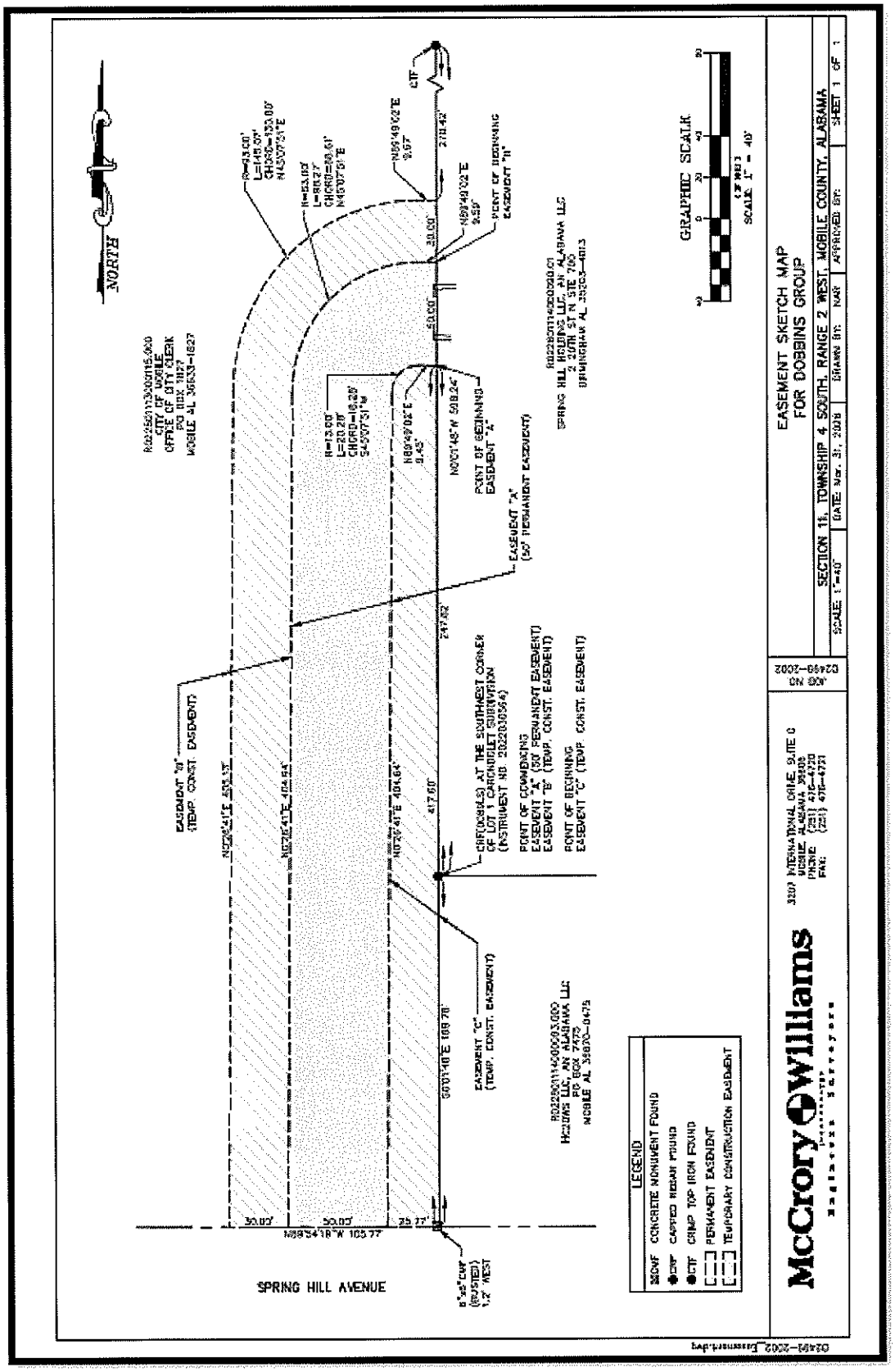
**"EXHIBIT B"**

LEGAL DESCRIPTIONS OF TEMPORARY CONSTRUCTION EASEMENTS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 CARONDOLET SUBDIVISION AS RECORDED ON INSTRUMENT NUMBER 2022030564 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST LINE OF SAID OF LOT 1, RUN NORTH 0°01'48" WEST, 297.82 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE DEPARTING THE WEST LINE OF SAID OF LOT 1, RUN SOUTH 89°49'02" WEST, 9.59 FEET; THENCE RUN SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET, AN ARC LENGTH OF 98.27 FEET (CHORD BEARS SOUTH 45°07'51" WEST AND MEASURES 88.61 FEET); THENCE RUN SOUTH 0°26'41" WEST, 404.94 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 89°54'19" WEST, 30.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 0°26'41" EAST, 405.13 FEET; THENCE RUN NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 93.00 FEET, AN ARC LENGTH OF 145.07 FEET (CHORD BEARS NORTH 45°07'51" EAST AND MEASURES 130.80 FEET); THENCE RUN NORTH 89°49'02" EAST, 9.67 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, RUN SOUTH 0°01'48" EAST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.37 ACRES, MORE OR LESS.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 CARONDOLET SUBDIVISION AS RECORDED ON INSTRUMENT NUMBER 2022030564 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST LINE OF SAID OF LOT 1, RUN SOUTH 0°01'48" EAST, 169.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 89°54'19" WEST, 25.77 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 0°26'41" EAST, 404.64 FEET; THENCE RUN NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 20.28 FEET (CHORD BEARS NORTH 45°07'51" EAST AND MEASURES 18.28 FEET); THENCE RUN NORTH 89°49'02" EAST, 9.45 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, RUN SOUTH 0°01'48" EAST, 247.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES, MORE OR LESS.

# EXHIBIT C


EASEMENT SKETCH MAP
FOR DOBBINS GROUP
SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA
McCrory Williams
SPRING HILL AVENUE
EASEMENT "A" (50' PERMANENT EASEMENT)
EASEMENT "B" (TEMP. CONST. EASEMENT)
EASEMENT "C" (TEMP. CONST. EASEMENT)
LEGEND
CONCRETE MONUMENT FOUND
CAPPED REBAR FOUND
CRIMP TOP IRON FOUND
PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
GRAPHIC SCALE
NORTH

# R E S O L U T I O N

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

Adopted:

_____

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TAXICAB SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 19, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

# R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

## APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Travis Kayton individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

### I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

**Business Information**

**A. If applicant is an individual (sole proprietor) please provide:**

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

**B. If applicant is a legal entity, please provide:**

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

**C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.**

| Name | Title | Address | Amount of Stock Held (if any) |
|---|---|---|---|
| Travis Houston | | | |

**D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:**

| Name | Date | Amount | Location | Disposition |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

Ground Transportation with Travis

**I hereby authorize the investigation of all statements contained in this application. I certify that:**

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Travis Houston
**Applicant's Signature**

**NAME OF ENTITY:**
Ground Transportation with Travis

**By:** _____
**Its** _____

**SWORN TO AND SUBSCRIBED BEFORE ME THIS** 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
**Notary Public**
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

**(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)**

## AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Travis Houston

**Signature**

4/14/2026

**Date signed**

**(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)**

## BACKGROUND INFORMATION SHEET
## CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_ ____Work Phone Number: _

***Attach a copy of your current driver's license to this sheet***

Present Employer and Address: NONE

Present Position/Title: _____

**Judicial History:**
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

| VIOLATION | JURISDICTION/COURT | DATE OF CASE | DISPOSITION |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

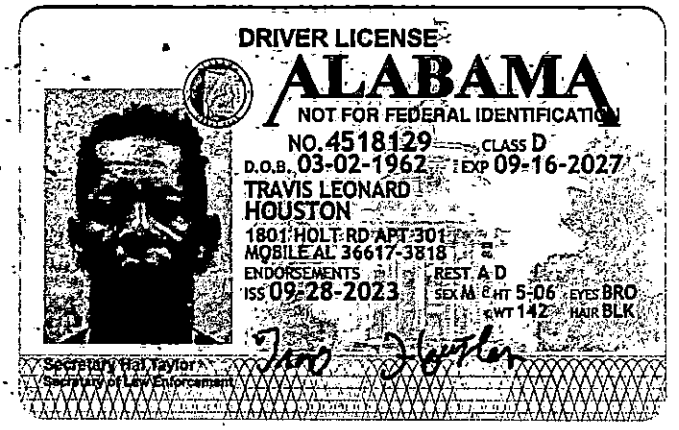
Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

**I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.**

Travis Houston
Signature

4/14/26
Date Signed


DRIVER LICENSE
ALABAMA
NOT FOR FEDERAL IDENTIFICATION
NO. 4518129 CLASS D
D.O.B. 03-02-1962 EXP 09-16-2027
TRAVIS LEONARD
HOUSTON
1801 HOLT RD APT 301
MOBILE AL 36617-3818
ENDORSEMENTS REST A D
ISS 09-28-2023 SEX M HT 5-06 EYES BRO
WT 142 HAIR BLK
Secretary Hal Taylor
Secretary of Law Enforcement

# APPLICANT

* See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Hoston

RESIDENCE OF PERSON FINGERPRINTED:
561 WAGNER COURT, MOBILE, AL 36617

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

EMPLOYER AND ADDRESS:
GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED:
LIMO/TAXI DRIVER

ALIASES: AKA

ORI: AL0020100

DATE OF BIRTH: DOB (Month Day Year) 03-02-1962

| CITIZENSHIP | SEX | RACE | HGT | WGT | EYES | HAIR | PLACE OF BIRTH |
|---|---|---|---|---|---|---|---|
| CTZ: US | M | B | 506 | 150 | BRO | BLK | POB: AL |

YOUR NO: OCA

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

SOCIAL SECURITY NO: SOC 418022889

MISCELLANEOUS NO: MNU

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CLASS

REF




NEC LSCAN500 003923 20260413

4/13/2026 9:48 AM












# FEDERAL BUREAU OF INVESTIGATION
# UNITED STATES DEPARTMENT OF JUSTICE
## CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP




THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL




THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

# APPLICANT

**THIS CARD FOR USE BY:**

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS *

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES: UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation:

**Ensure all information is typed or legibly printed using blue or black ink.**
**Enter data within the boundaries of the designated field or block.**
**Complete all required fields.** (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy civil fingerprint cards are: ORI, Date of Birth, Place of Birth, NAM, Sex, Date fingerprinted, Reason Fingerprinted, and proper completion of fingerprint impression boxes.

**Do not use highlighters on fingerprint cards.**
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**Ensure fingerprint impressions are in the correct sequence.**
**Ensure notations are made for any missing fingerprint impression (i.e. amputation).**
**Do not use more than two retabs per fingerprint impression block.**
**Ensure no stray marks are within the fingerprint impression blocks.**

Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

**Social Security Account Number (SSAN):** Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary, however, failure to disclose your SSAN may affect completion or approval of your application.

**PRIVACY ACT STATEMENT**

**Authority:** The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub.L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

**PAPERWORK REDUCTION ACT NOTICE**

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Washington, DC 20530.

**INSTRUCTIONS:**

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2 IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI. UNIVERSAL CONTROL NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO, PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA)

FD-258 (Rev. 11-1-20)

U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

APPLICANT

See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

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TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM FIRST NAME MIDDLE NAME

HOSTON, TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

Travis Houston

RESIDENCE OF PERSON FINGERPRINTED

561 WAGNER COURT, MOBILE, AL 36617

DATE 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

Webb,Patricia 21660

EMPLOYER AND ADDRESS

GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED

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ORI AL0020100

DATE OF BIRTH DOB Month Day Year 03-02-1962

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|---|---|---|---|---|---|---|---|
| US | M | B | 506 | 150 | BRO | BLK | AL |

YOUR NO OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO MNU

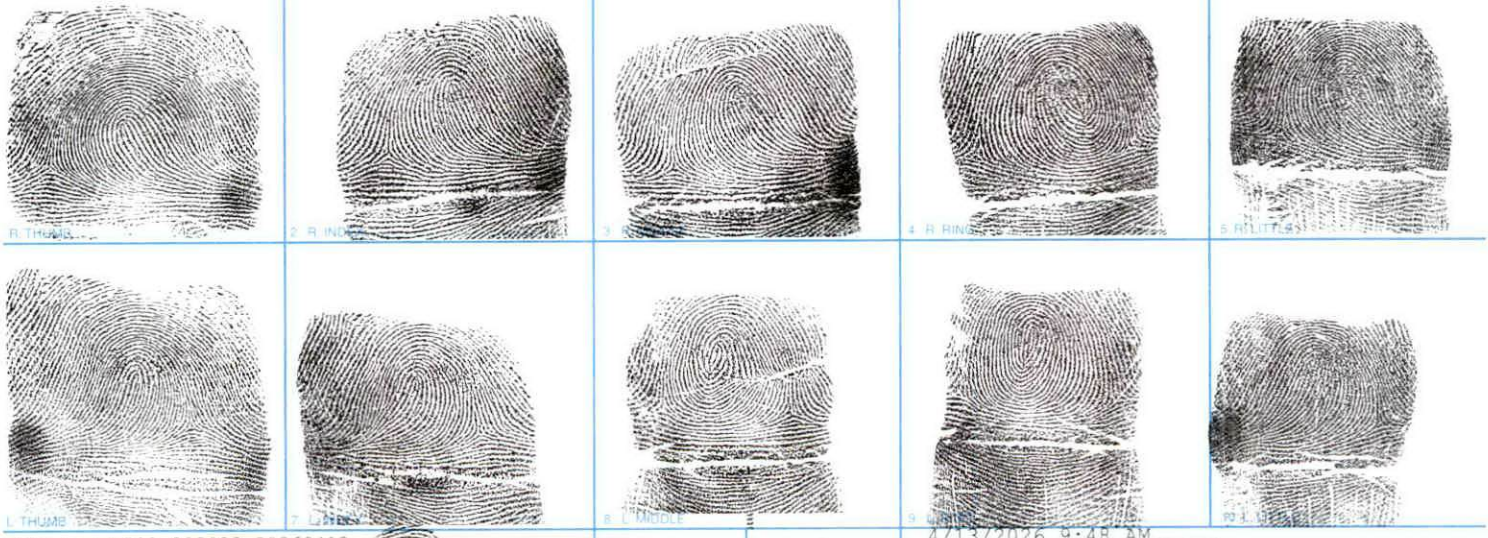
SOCIAL SECURITY NO SOC 418022889

MISCELLANEOUS NO MNU

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CLASS

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NEC LSCAN500 003923 20260413

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# FEDERAL BUREAU OF INVESTIGATION
# UNITED STATES DEPARTMENT OF JUSTICE
## CJIS DIVISION/CLARKSBURG, WV 26306

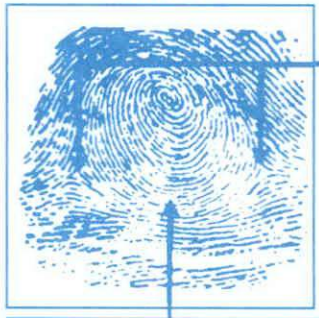
1110-0046

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THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

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**PRIVACY ACT STATEMENT**

**Authority:** The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

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FD-258 (Rev. 11-1-20)

GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

# R E S O L U T I O N

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

Adopted:

_____

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TAXICAB SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 19, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

# R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

The undersigned, Travis Kayton individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

**I. Certificate Information**

Name of Person or Legal Entity seeking certificate:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

**Business Information**

**A. If applicant is an individual (sole proprietor) please provide:**

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

**B. If applicant is a legal entity, please provide:**

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

**C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.**

| Name | Title | Address | Amount of Stock Held (if any) |
|---|---|---|---|
| Travis Houston | | | |

**D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:**

| Name | Date | Amount | Location | Disposition |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paper work back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

Ground Transportation with Travis

**I hereby authorize the investigation of all statements contained in this application. I certify that:**

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Travis Houston
**Applicant's Signature**

**NAME OF ENTITY:**
Ground Transportation with Travis

**By:** _____
**Its** _____

**SWORN TO AND SUBSCRIBED BEFORE ME THIS** 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
**Notary Public**
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

**(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)**

## AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Travis Houston

**Signature**

4/14/2026

**Date signed**

**(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)**

## BACKGROUND INFORMATION SHEET
## CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_ ____Work Phone Number: _

***Attach a copy of your current driver's license to this sheet***

Present Employer and Address: NONE

Present Position/Title: _____

**Judicial History:**
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

| VIOLATION | JURISDICTION/COURT | DATE OF CASE | DISPOSITION |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

**I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.**

Travis Houston
Signature

4/14/26
Date Signed



**APPLICANT**

See Privacy Act Notice on Back

D-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Houston

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

ALIASES: AKA

ORI: AL0020100

[redacted]

| CITIZENSHIP | SEX | RACE | HGT | WGT | EYES | HAIR | PLACE OF BIRTH |
|---|---|---|---|---|---|---|---|
| CTZ: US | M | B | 506 | 150 | BRO | BLK | POB: AL |

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

YOUR NO: OCA

LEAVE BLANK

EMPLOYER AND ADDRESS: [redacted]

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

CLASS

REF

REASON FINGERPRINTED: LIMO/TAXI DRIVER

[redacted]

# FEDERAL BUREAU OF INVESTIGATION
# UNITED STATES DEPARTMENT OF JUSTICE
## CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP




THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL




THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

# APPLICANT

**THIS CARD FOR USE BY:**

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS *

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES: UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation:

**Ensure all information is typed or legibly printed using blue or black ink.**
**Enter data within the boundaries of the designated field or block.**
**Complete all required fields.** (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy civil fingerprint cards are: ORI, Date of Birth, Place of Birth, NAM, Sex, Date fingerprinted, Reason Fingerprinted, and proper completion of fingerprint impression boxes.

**Do not use highlighters on fingerprint cards.**
**Do not enter data or labels within 'Leave Blank' areas.**
**Ensure fingerprint impressions are rolled completely from nail to nail.**
**Ensure fingerprint impressions are in the correct sequence.**
**Ensure notations are made for any missing fingerprint impression (i.e. amputation).**
**Do not use more than two retabs per fingerprint impression block.**
**Ensure no stray marks are within the fingerprint impression blocks.**

Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

**Social Security Account Number (SSAN):** Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary, however, failure to disclose your SSAN may affect completion or approval of your application.

**PRIVACY ACT STATEMENT**

**Authority:** The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub.L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

**PAPERWORK REDUCTION ACT NOTICE**

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Washington, DC 20530.

**INSTRUCTIONS:**

* 1 PRINTS MUST GENERALLY BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.

2 IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI. UNIVERSAL CONTROL NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO, PASSPORT NO. [FP], ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA)

FD-258 (Rev. 11-1-20)

U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

**APPLICANT**

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM: HOSTON

FIRST NAME: TRAVIS

MIDDLE NAME: LEONARD

FBI LEAVE BLANK

ALIASES AKA

ORI [redacted]

[redacted]

CITIZENSHIP CTZ: US

| SEX | RACE | HGT | WGT | EYES | HAIR | PLACE OF BIRTH POB |
|---|---|---|---|---|---|---|
| M | B | 506 | 150 | BRO | BLK | AL |

YOUR NO OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO MNU

[redacted]

LEAVE BLANK

CLASS

REF

[redacted]

Webb, Patricia 21660

[redacted]

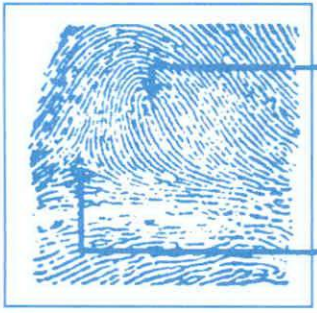
REASON FINGERPRINTED: LIMO/TAXI DRIVER

[redacted]

# FEDERAL BUREAU OF INVESTIGATION
# UNITED STATES DEPARTMENT OF JUSTICE
## CJIS DIVISION/CLARKSBURG, WV 26306

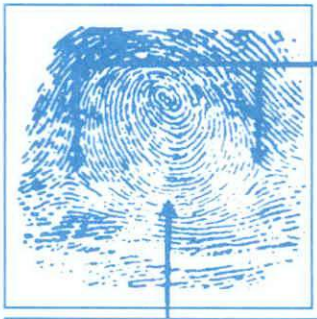
1110-0046

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**Do not use highlighters on fingerprint cards.**
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**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

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2 IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI. UNIVERSAL CONTROL NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO., PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA).

FD-258 (Rev. 11-1-20)
GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

# RESOLUTION

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

Adopted:

_____

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Raw Medical Transport, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 19, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

# R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Raw Medical Transport, LLC** for a Certificate of Public Convenience and Necessity to operate a **shuttle** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

## APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Roderick Williams individually or on behalf of RAW MEDICAL TRANSPORT, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

### I. Certificate Information

Name of Person or Legal Entity seeking certificate:

RAW MEDICAL TRANSPORT, LLC

Business Address: _

Telephone: _ Trade Name _____

**Business Information**

**A. If applicant is an individual (sole proprietor) please provide:**

Birthdate: _ SSN: ___-___-____

Residence Address:

Address City State Zip code

Telephone Number: License #: _

Residing in Mobile County: Years: Months: 0

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

**B. If applicant is a legal entity, please provide:**

Incorporated _____ State of Incorporation _____
Partnership ____ L.L.C. ✓ Other: (please specify) _____

Business Address:
(If different from a

C. **Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.**

| Name | Title | Address | Amount of Stock Held (if any) |
|---|---|---|---|
| | | | |

**persons against which such judgements are pending, the [illegible] of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:**

| Name | Date | Amount | Location | Disposition |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 8am - 6pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

| | | |
|---|---|---|
| Make: _____ | Year: _____ | Model: _____ |
| Make: _____ | Year: _____ | Model: _____ |
| Make: _____ | Year: _____ | Model: _____ |

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

_____

_____

_____

**I hereby authorize the investigation of all statements contained in this application. I certify that:**

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Roderick Williams

**Applicant's Signature**

**NAME OF ENTITY:** RAW Medical Transport LLC

**By:** Roderick Williams

**Its** Owner

**SWORN TO AND SUBSCRIBED BEFORE ME THIS** 16th **DAY OF** April, 20 26

**Notary Public**

JAMES DRAKE NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires July 26, 2028

# Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

**General Descriptors**

| | | | |
|---|---|---|---|
| **Name:** | WILLIAMS, RODERICK ANTOINE | | |
| **Address:** | | **Nick Name:** | |
| **Phone:** | . | | |
| **Race:** | BLACK | **DOB:** | |
| **Sex:** | M | **Age:** | 53 |
| **Weight:** | 155 | **Eyes:** | BROWN |
| **Height:** | 5'05" | **Facial:** | |
| **Hair:** | BALD | **Ethnic:** | NON HISPANIC/NON LATINO |
| **Email1:** | | | |
| **Email2:** | | | |
| **Alt. Address:** | | | |
| **Danger Desc:** | | | |

**Identifying Numbers**

| | | | |
|---|---|---|---|
| **DL State:** AL | **DL** | **DL Type:** C | **S'** |
| **MID:** | **FP:** | **DOC:** | |
| **FBI:** | **JRN:** | **SID:** | |

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: _____
DATE: 4-15-2026

# Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

**General Descriptors**

| | | | |
|---|---|---|---|
| **Name:** | WILLIAMS, LAMANDA MARIE | | |
| **Address:** | E | **Nick Name:** | |
| **Phone:** | | | |
| **Race:** | B - BLACK/AFRICAN AMERICAN | **DOB:** | |
| **Sex:** | F | **Age:** | 52 |
| **Weight:** | 166 | **Eyes:** | BROWN |
| **Height:** | 5'05" | **Facial:** | |
| **Hair:** | BLACK | **Ethnic:** | NON HISPANIC/NON LATINO |
| **Email1:** | | | |
| **Email2:** | | | |
| **Alt. Address:** | | | |
| **Danger Desc:** | | | |

**Identifying Numbers**

| | | | |
|---|---|---|---|
| **DL State:** AL | | **DL Type:** D | **SSN:** |
| **MID:** | **FP:** | **DOC:** | |
| **FBI:** | **JRN:** | **SID:** | |

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: R. Hamilton
DATE: 4/16/26

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Ricardo Woods, City Attorney

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Authorize Settlement Agreement and Release of Claims: Ryan Jefferson

**Amount of Contract:**

**Funding Source**

**ATTACHMENTS:**
1. Resolutions Settlement. Jefferson

**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 Ryan Jefferson, 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 26, 2026

**Submitted by:**
Ricardo Woods, City Attorney

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Authorize Settlement Agreement and Release of Claims: L. Nelson and minor, L. Nelson

**Amount of Contract:**

**Funding Source**

**ATTACHMENTS:**
1. Resolutions Settlement. Nelson

**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 Lovalle Nelson and minor, Lavannah Nelson, 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




**CAPITAL CONTRACT SUMMARY SHEET**

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 sidewalk installation at 702 South University Boulevard.
CIP Citywide Small Concrete Repairs District 4

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,756.00

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 |
|---|---|---|---|---|---|
| 12519 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | SIDEWALK INSTALLATION –702 SOUTH UNIVERSITY BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $18,756.00 | (299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012519-00 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 1 |

| 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 |
|---|---|---|---|---|---|
| 05/15/26 | 299670 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | 9105PAIJ REJECTED REQ 12519 ASKING "WHO ELSE QUOTED PRICING TABUILATION [SIC]" | | | |
| | THIS IS A RESIDENTIAL SIDEWALK REPAIR ASSIGNED TO THE NEXT CONTRACTOR IN ROTATION. | | | |
| 001 | RESIDENTIAL SIDEWALK REPAIR | 1.00 | 18756.00000 | 18756.00 |
| | PROJECT #CONC-2026-2070-38 702 S UNIVERSITY BLVD | EACH | | |
| | Additional Description Notes | | | |
| | DISTRICT 4 | | | |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.48010. E CWS26 .CONSTRUCTN. . | | | 18756.00 |
| | 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 18756.00

| Bill To | Requisition 00012519-00 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 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 |
|---|---|---|---|---|---|
| 05/15/26 | 299670 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

***** Project Ledger Summary Section *****

| Account | Amount | Remaining Budget |
|---|---|---|
| E CWS26 .CONSTRUCTN. . | 18756.00 | 13107.50 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 2000.80.00.0000.0000.0000.0000.0000.48010. | 18756.00 | |

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/13/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/13/26 | SHONNDA SMITH | |
| Approved | 05/13/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/15/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/15/26 | SHONNDA SMITH | |
| Approved | 05/15/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/14/26 | BRENDA RHODES | |
| Approved | 05/14/26 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 05/15/26 | BRENDA RHODES | Auto approved by: 910514227 |
| Approved | 05/15/26 | TIFFANY HOLLINS | |
| Rejected | 05/14/26 | JOHN PAINE | who else quoted pricing tabu |
| Approved | 05/15/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/15/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/15/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/15/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/15/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/15/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/15/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |

| Bill To | Requisition 00012519-00 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 |
|---|---|
| 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 |
|---|---|---|---|---|---|
| 05/15/26 | 299670 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Approved 05/15/26 ANNE FOLEY | | Auto approved by: 9105paij | |
| | Approved 05/15/26 JOHN PAINE | | | |

Authorized By: _____ Date: _____
Signature

**CAPITAL CONTRACT SUMMARY SHEET**

# 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 sum of **Thirty-Seven Thousand, Two Hundred Eighty-Three Dollars and 00/100s (**$37,283.00**)** is hereby reallocated from:

- **ORG. 60600001 OBJ# 34250**
  Transit Revenue
  *(General Fund (1000))*

to:

- **Capital Project No. F719-002**
  Transit Restroom and Plumbing
  *(Capital Improvement Fund (2000))*

Said funds shall be used for repairs and renovations to the restrooms and plumbing at the Mobile Metro Transit Facility, located at 1224 West Interstate 65 Service Rd S, Mobile, AL 36609.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 5/20/26

JOINT BUDGET TRANSFER: ☑ (from one fund to another)

DISTRICT#: 5

REQUEST: Please transfer $ 37,283.00

**FROM** ORG / OBJECT #: 60600001 34250

ACCOUNT NAME: GENERAL FUND, TRANSIT REVENUE

DEPT. PROJECT#: 2500

**TO** CAPITAL PROJECT FUND #: F719-002

PROJECT NAME: TRANSIT RESTROOM AND PLUMBING

ACCT PROJECT STRING#:

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

**CAPITAL CONTRACT SUMMARY SHEET**

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA** that the sum of **Forty-Five Thousand Dollars ($45,000.00)** is hereby reallocated from:

- **Capital Project #C0291.**
  *CIP Mobile Greenway Initiative*
  *(Capital Improvement Fund (2000))*

to:

- **Capital Project #C0929.**
  *TIF Wayfinding Analysis*
  *(Capital Improvement Fund (2000))*

Said funds shall be used to support funding for a contract amendment for Contract # 4794 with Found Design, LLC, dba MERJE for Wayfinding-Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual.

ADOPTED:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs and Project Management DEPT. 2045

DATE OF REQUEST: 5/14/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: CW

REQUEST: Please transfer $ 45,000.00

**FROM** CAPITAL PROJECT#: C0291

CAPITAL PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

DEPT. PROJECT#: N/A

**TO** CAPITAL PROJECT#: C0929

PROJECT NAME: TIF WAYFINDING ANALYSIS

DEPT. PROJECT#: N/A

Jennifer Greene

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

**CAPITAL CONTRACT SUMMARY SHEET**

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA** that the sum of **Seventy Thousand Dollars ($70,000.00)** is hereby reallocated from:

- **Capital Project #C1047.**
  *CIP Citywide Pks and Trail Signage*
  *(Capital Improvement Fund (2000))*

to:

- **Capital Project #C0929.**
  *TIF Wayfinding Analysis*
  *(Capital Improvement Fund (2000))*

Said funds shall be used to support funding for a contract amendment for Contract # 4794 with Found Design, LLC, dba MERJE for Wayfinding-Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual.

ADOPTED:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs and Project Manangement DEPT. 2045

DATE OF REQUEST: 5/14/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: CW

REQUEST: Please transfer $ 70,000.00

**FROM** CAPITAL PROJECT#: ~~C0147~~ C1047

CAPITAL PROJECT NAME: Citywide Parks and Trail Signage

DEPT. PROJECT#: N/A

**TO** CAPITAL PROJECT#: C0929

PROJECT NAME: TIF WAYFINDING ANALYSIS

DEPT. PROJECT#: N/A

Jennifer Greene

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022




**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Shayla Beaco, Exec Dir - Build Mobile
Shonnda Smith, Exec Director
Jennifer Greene, Dir of Programs & Project Mgmt

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Attached for your review is Amendment No. 1 to the contract between the City of Mobile and Found Design, LLC dba MERJE for the Professional Services for Development of City of Mobile, Alabama Wayfinding Program. This amendment covers the scope of work required to complete the Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual. These tasks will include park and trail identification, on-street directional and parking signs to parks and trailhead access, trailhead and park markers and kiosks, on-trail and park directional signage, mile markers for paths and trails, informational pedestrian signage, and rules and regulatory signage. This will be designed to complement the completed downtown signage completed in 2025. The total of this increase is $97,400.00.

Wayfinding refers to information systems that guide people through a physical environment and enhance their understanding and experience of places and spaces. Urban environments have grown more complex over time with more people, new buildings, infrastructure and expanding open spaces. This growing complexity of environments requires the use of visual cues for users to navigate on their own. These cues can be maps, signage, kiosks, symbols and/or colors. Wayfinding systems help guide visitors and residents through a more pleasant, safe, and immersive experience.

**Amount of Contract:**
$97,400

**Funding Source**
C0929

**ATTACHMENTS:**

1. MERJE Amend Cover Letter
2. Amendment Resolution MERJE updated
3. Found Design Contract Amendment1_Notarized high res
4. AMENDMENT ONE Exhibit A
5. Original contract_MERJE_executed_20231212
6. Change Order Request Form MERJE

**REVIEWERS:**

Jennifer Greene
Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro
James Barber

May 13, 2026

Dear Councilmembers,

Attached for your review is Amendment No. 1 to the contract between the City of Mobile and Found Design, LLC dba MERJE for the Professional Services for Development of City of Mobile, Alabama Wayfinding Program.

This amendment covers the scope of work required to complete the Three Mile Creek Greenway Trail Branding and Signage Program and City of Mobile Parks Sign Standards Manual. These tasks will include park and trail identification, on-street directional and parking signs to parks and trailhead access, trailhead and park markers and kiosks, on-trail and park directional signage, mile markers for paths and trails, informational pedestrian signage, and rules and regulatory signage. This will be designed to complement the completed downtown signage completed in 2025. The total of this increase is $97,400.00.

Wayfinding refers to information systems that guide people through a physical environment and enhance their understanding and experience of places and spaces. Urban environments have grown more complex over time with more people, new buildings, infrastructure and expanding open spaces. This growing complexity of environments requires the use of visual cues for users to navigate on their own. These cues can be maps, signage, kiosks, symbols and/or colors. Wayfinding systems help guide visitors and residents through a more pleasant, safe, and immersive experience.

We appreciate your continued support and communication on this important 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

The authorization set forth below is expressly conditioned upon and shall not become effective unless and until the funding transfer resolutions adopted contemporaneously herewith are approved.

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment No. 1 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Amendment No. 1 attached hereto and made a part hereof as though set forth in full. A copy of said executed Amendment No. 1 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.**

| | |
|---|---|
| NAME OF COMPANY: | Found Design, LLC, dba MERJE |
| PROJECT NAME: | Wayfinding |
| AMOUNT: | $97,400 (Increase) |

Adopted:

_____
City Clerk

_____
Date

# AMENDMENT #1 TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this_____day of _____, 2026.

| | |
|---|---|
| BETWEEN the City: | CITY OF MOBILE (hereinafter the "City")<br>205 Government Street<br>P.O. Box 1827<br>Mobile, Alabama 36633 |
| And Consultant: | Found Design, LLC, dba MERJE<br>P.O. Box 3307<br>West Chester, PA 19380 |
| For the following Project: | Professional Services for Development of City of Mobile, Alabama Wayfinding Program |

WHEREAS, City and Found Design, LLC, dba MERJE entered into an Agreement dated December 12, 2023, with regard to professional services necessary for the design of a wayfinding program for the City of Mobile (hereafter "the Agreement,") a copy of which is attached hereto; and

WHEREAS, Section 1.1 of the Agreement provides scope of work to be performed by Consultant, provides the compensation to be paid Consultant for a total not to exceed the sum of $143,660.00; and

WHEREAS, the additional services described herein are related to, but not included within, the original scope of services and are being added by this Amendment;

NOW THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

**1.1** Compensation increase. Section 1.2 is amended to add additional compensation of $97,400 to be paid to the Consultant, for a total not to exceed the sum of $241,060.00; and

**1.2** Incorporation of Exhibit A (Supplemental work letter). Section 1.3 of the Agreement is amended herewith to designate specific services set out in the supplemental work letter dated March 18, 2026, Exhibit A attached hereto. Incorporation of Exhibit A is for scope description purposes only. In the event of any conflict, ambiguity, or expansion of obligations, the terms of the Agreement, as amended, shall control;

**1.3** Additional Services. Section 1.4 of the Agreement is hereby amended to add the following:
"…and shall include a not-to-exceed amount approved in writing by the City prior to commencement. No additional services shall be compensated unless approved in writing in advance by the City."

**1.4** Payment. Section 3.6 of the Agreement is hereby amended to add the following:
"Payment shall be contingent upon the City's written acceptance of deliverables. Invoices must include a detailed breakdown of services performed, percentage of completion, and supporting documentation acceptable to the City. The City reserves the right to withhold payment for incomplete, deficient, or nonconforming work. Partial or progress payments shall not constitute acceptance of work"

**1.5** Reimbursable Expenses. Notwithstanding anything in Exhibit A or any incorporated proposal to the contrary, reimbursable expenses are included within the total not-to-exceed amount and shall not exceed $6,000 in the aggregate without prior written approval by the City. No markup shall be applied to reimbursable expenses unless expressly approved in writing by the City.

**1.6** Indemnification. Section 4.1 of the Agreement is hereby amended to provide that the Consultant's indemnification obligations shall apply only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its agents, employees, or subcontractors, and shall not apply to the sole negligence or willful misconduct of the City.

**1.7** Termination. Section 12 of the Agreement is hereby amended to add the following:
"The City may terminate this Agreement for convenience upon thirty (30) days written notice to the Consultant. Consultant shall be paid only for services satisfactorily performed and accepted through the date of termination"

**1.8** Time for Performance. Consultant shall complete all services under the Agreement, including the additional services described in Exhibit A, no later than August 30, 2027, unless extended by written amendment approved by the City.

**1.9** Ownership of Work Product. All work product, including but not limited to designs, graphics, maps, manuals, reports, and related deliverables produced under this Agreement, shall be the sole and exclusive property of the City upon creation. Consultant hereby assigns to the City all rights, title, and interest in such work product. Consultant shall execute any documents reasonably requested by the City to evidence or effectuate such ownership. Consultant shall retain no ownership or reuse rights without prior written consent of the City.

**1.10** Contract Documents. Section 5.1 of the Agreement is hereby amended to add the following:
"In the event of a conflict, this Agreement shall control over all exhibits, proposals, attachments, and Consultant generated documents."

**1.11** Deliverables. Deliverables shall include, at a minimum, all reports, plans, manuals, graphics, and digital files described in Exhibit A, in fully editable format acceptable to the City. Deliverables shall not be deemed complete until reviewed and accepted in writing by the City.

**1.12** 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.

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

**Found Design, LLC, dba MERJE**

**BY** _____

**John Bosio, Principal**

State of ~~Alabama~~ PA }
County of Chester }

I, the undersigned Notary Public, in and for said county and state, hereby certify that John Bosio [Individual's Name] whose name as Partner [Title] of the Found Design LLC (MERJE) [Corporation's Name], a 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 14 day of May, 20 24

Nancy Medrano-Lemus
Notary Public

Commonwealth of Pennsylvania - Notary Seal
NANCY MEDRANO - LEMUS - Notary Public
Chester County
My Commission Expires September 11, 2028
Commission Number 1448063

Print Nancy Medrano-Lemus

My commission expires: 9/11/28
(Seal)

**CITY OF MOBILE**

**BY** _____

**Spiro N. Cheriogotis,**
**Mayor**

**Attest:**

_____
**Its City Clerk**

# AMENDMENT #1 - EXHIBIT A

merje

ENVIRONMENTS & EXPERIENCES

March 18, 2026

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government St
Mobile, AL 36602

RE: REQUEST FOR ADDITIONAL SERVICES FOR THE THREE MILE CREEK GREENWAY TRAIL BRANDING & SIGNAGE PROGRAM & CITY OF MOBILE PARKS SIGN STANDARDS

Dear Jennifer,

This letter serves as a request for additional services under our existing contract with the City of Mobile for Professional Services for the Development of the City of Mobile, Alabama Wayfinding Program. Specifically, we propose expanding the design and planning scope to include the following two projects:

1) Three Mile Creek Greenway Trail Branding & Signage Program
2) City of Mobile Parks Sign Standards Manual

Attached to this letter are proposals for each effort, included as exhibits, outlining the individual scopes of work and associated compensation.

**Summary of Compensation**

| | | | |
|---|---|---|---|
| 1) | Three Mile Creek Greenway Trail Branding & Signage Program | $ 37,450 | (EXHIBIT A) |
| 2) | City of Mobile Parks Sign Standards Manual | $ 59,950 | (EXHIBIT B) |
| | **Additional Service Total** | **$ 97,400** | |

We appreciate the opportunity to continue working with the City of Mobile and to provide design services for these important projects. Should you have any questions regarding the above, please do not hesitate to contact me.

Thank you again for the opportunity. We look forward to working with you on these projects.

Sincerely,

John F. Bosio
Principal
MERJE

MERJE
5 W. Gay Street
West Chester, PA 19380
484.266.0648
merjedesign.com

**EXHIBIT A: THREE MILE CREEK GREENWAY TRAIL BRANDING & SIGNAGE PROGRAM**

March 18, 2026

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government St
Mobile, AL 36602

RE: REQUEST FOR ADDITIONAL SERVICES FOR THE THREE MILE CREEK GREENWAY TRAIL BRANDING & SIGNAGE PROGRAM

Dear Jennifer,

This proposal represents a request for additional service, for MERJE to assist with the development of the Brand / Logo and Sign Standards for the Three Mile Creek Trail.

We understand this scope of work to includes the development of brand identity for the trail, as well as the following on-street and off-street trail sign types;

- On-Street Directional Signs (Direction to Trailhead Access)
- Trailhead Marker
- Trail Kiosk
- On-Trail Directional Signage
- Mile Markers
- Informational Signage
- Rules and Regulatory Signage

This proposal is based on the design following the concepts originally developed alongside the Downtown Wayfinding Program.

TEMPORARY SIGNAGE: We also recognize the need for some immediate temporary signage, while the full program is being developed. MERJE shall fast-track the development of a trailhead sign, as well as 8 – 10, simple on-trail directional signs. *We will provide the design of these signs pro-bono.*

**SERVICE PLAN**

MERJE will utilize a 5- step approach for the strategy, planning, design and documentation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to your project.

**Task 1: Brand Discovery**

A kick-off meeting (virtual) with City Staff and Stakeholders to review the branding and signage initiative.

Discussion will include a branding, visual surveys, and design criteria development, Research will also include an analysis of competitors, best practice case studies and identification of benchmark features.

MERJE
5 W. Gay Street
West Chester, PA 19380
484.266.0648
merjedesign.com

merje

**Task 2: Schematic Design (Branding / Logo)**

Based on the information gathered during the Task 1, MERJE will develop ideas for the identity, visual branding, along signage elements designed previously.

Early “concept” ideas will be presented to the City’s Project Manager for initial input. (Design Submission #1) (virtual)

Based on these early concepts, 3 Schematic Design options shall be presented to the City Staff and Stakeholders (Design Submission #2) (virtual)

**Task 3: Sign Planning (Wester Trailhead Pilot Program + Placement Guidelines)**

Prepare Sign Location for Pilot Program area (approximately 1 mile of trail segment that offers a wide variety of conditions and signage needs,

Site check locations (with City Staff) for appropriateness, available space and general conditions.

Submittal of a message schedule and sign location plans for review and approval by City staff. Update and sign plans revise based on staff comments. (2 submittals maximum).

Prepare Typical Sign Placement, messages and general sign types for 6 – 8 trail scenarios.

**Task 4: Design Development**

Based on comments received during Tasks 2, a basis for design will be established and the brand shall be refined, along with wayfinding elements. (Option 4)

Based on actual trail conditions, finalize functional aspects of signage program, size, materials, contrasts, nomenclature, typography, symbols, hardware, placement, construction details, and mounting methods.

Develop budgets and phasing strategy.

Present for final review and approval.

**Task 5: Branding and Sign Standards Manuals**

Based on the final selected design MERJE will prepare a Manual for consistent use of the brand / logo and signage. This will include Design Intent Drawings indicating material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details and installation methods

Technical Specifications: material standards, products, submittals, coordination, execution, quality assurance, installation criteria, etc.

Prepare final Sign Location Plans and Message Schedule for Pilot Program.

Prepare final cost estimate based on final design and sign counts.

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**ORIENTATION MAP**

The orientation map will be designed in layers, which will allow the City to utilize it for many different purposes, including signs, print materials and multi-media.

Map Elements
The maps will include the following information and be similar in style to the attached examples. Maps will be produced in Adobe Illustrator and the following "layers" will be available as required;

- Base map (streets, street names, parks, etc.)
- Destinations and Attractions (keyed to a list)
- Major Buildings and Structures
- Public Parking Lots
- Parks, Recreational Areas and Trails
- Amenities (restrooms, ATM, Shopping areas, Visitor Info, etc.)
- Transportation Hubs (Bus, Train, etc.)
- Landmarks (including select 3D illustration)
- Legend

The base map will be designed with a North up orientation. We will also convert the maps to additional East, West and South orientations as required for "heads-up" viewing, which will be used on signage and kiosks.

Schematic Design: Develop preliminary orientation map graphics – draft submittal (50%) to the client for general review and comments. This will be based on a limited area of the map and will include color, typography, roadways and primary destinations. Design options (3) will be presented and will be utilized to establish the basis for design for the overall map. (Schematic Design Revisions: 3 Max)

Design Development: Based on client comments and approvals of the 50% map, an expanded full version will be submitted as 75% and 90% completion progress, (Submittal #1 and #2).

Final Map Artwork: Receive comments and prepare FINAL MAP ARTWORK. This digital file will be prepared for use on various design elements as outlined in the agreed scope and deliverables. (Submittal #3)

Client Acceptance of Map Artwork

Deliverable: Production ready map artwork and digital files that will allow the client the ability to edit the map as required in the future. The following maps are included;

- Base Maps (North / Heads-Up)
- 3 additional Orientation (South, East and West / Heads-Up)

**COMPENSATION**

Based on the scope of the project and the services outlined, we propose the following compensation:

| | | |
|---|---|---|
| Task 1 | Brand Discovery | $ 1,950 |
| Task 2 | Schematic Design (Branding) | $ 5,000 |
| | Orientation Map Design | $ 7,500 |
| Task 3 | Programming | $ 5,000 |
| Task 4. | Design Development | $ 9,000 |
| Task 5 | Branding & Standards Manual | $ 9,000 |
| | **THREE MILE CREEK GREENWAY TOTAL** | **$ 37,450** |

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Reimbursable Expenses
Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the client at 1.0 times the expenses incurred by MERJE and in the interest of the project.

Potential Additional Services (Not in Contract)
The following items are potential additional services, and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Detailed Sign Location Plans for Individual trail segments
- Structural, Electrical or Civil Engineering
- Bid Review and Construction Administration
- Interpretive Signage (scope, quantity to be determined)
- Design of print material design, websites, digital / mobile apps or other non-signage tools
- Landscape or Lighting Design

We appreciate you considering MERJE to provide the design services for this project. If you have any questions regarding the above, please feel free to contact me

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,

John F. Bosio
Principal
MERJE

**EXHIBIT B: CITY OF MOBILE PARKS SIGN STANDARDS**

March 18, 2026

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government St
Mobile, AL 36602

RE: REQUEST FOR ADDITIONAL SERVICES FOR THE CITY OF MOBILE, PARKS SIGN STANDARDS MANUAL

Dear Jennifer,

This proposal represents a request for Additional Service, for MERJE to assist with the development of the City of Mobile, Parks Sign Standards Manual.

Our work with the Downtown Mobile Wayfinding and the concepts developed for the Three Mile Creek Greenway Trail will both provide a solid basis for design for the Parks sign program.

The following sign types shall be included:

PARKS AND TRAIL SIGNAGE

- On-Street Directional
- Park Identification (3 sizes)
- Vehicular Directional
- Parking Identification
- Information Kiosk
- Pedestrian Directional Signage
- Amenity and Building Identification
- Interpretive Signage (template)
- Informational Signage
- Rules and Regulatory Signage
- Trailhead Marker *
- Trail Kiosk *
- Trail Directional Signage *

** Based on Three Mile Creek Greenway Trail (see Exhibit A)*

**METHODOLOGY**

MERJE will utilize a 5- step approach for the strategy, planning, design and documentation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to your project.

MERJE
5 W. Gay Street
West Chester, PA 19380
484.266.0648
merjedesign.com

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**Task 1: Signage Assessment**

Kick Off meeting with Parks & Recreation Staff

Tour and photograph project sites and signage. This will include a visit to a variety of parks, trails and facilities that offer distinctly different experiences and scenarios. Issues to be reviewed include:

- Existing Signage (Identity, Rules/Regulations, Guidelines, Interpretive, etc.
- Identify areas where sign clutter is a concern.
- Identify scenarios where constraints or limitations may effect the design
- Review locations of current signage and systems within parks and facilities
- Develop tiers of inclusion for each type of Park.

Identify a project budget, funding strategies and phasing plan for implementation of the signage system.

Working meetings with Parks & Recreation Staff to review program criteria:

- Primary and Secondary Entrances
- Circulation and Parking requirements
- Bicyclist and Pedestrian needs
- Information Hierarchy and Terminology
- Create a General Menu of Sign Types
- Branding and Marketing goals
- Functional Requirements, Flexibility, Vandal Resistance and Maintenance.

Develop Administration tools and procedures for:

- Maintenance requirements
- Standards for cleaning, replacing and expansion of the sign program.
- In-house protocols and procedure for new / replacement signage request
- Organization chart, approvals process, tasks, and schedule workflow
- Establish procurement procedures and implementation guidelines

Present preliminary findings and recommendations to the Parks & Recreation Staff

**Task 2: Schematic Design**

Review local environment, marketing materials, brand standards and additional information needed to formulate sign design concepts.

Prepare preliminary sign design (3 design options) based on a limited number of sign types. The designs shall create consistent graphic language that can be adapted to a wide variety of environments and site conditions.

Based on sign design, sizes and materials, develop unit costs and order of magnitude budget.

Presentation of proposed signage system to Parks & Recreation Staff. This would include typical sign types and systems, location, size, shape and colors.

**Task 3: Typical Sign Placement Scenarios**

Prepare preliminary sign location plans, typical messages and general sign types for 3 parks.
(1 each: Regional, Community and Neighborhood)

Site check locations for appropriateness, available space and general conditions. Note: this does not include detailed field mark-outs, it is a general review only.

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Submittal of a message schedule and sign location plans for review and approval by Parks & Recreation Staff. Update and sign plans revise based on Parks and Recreation staff comments. (2 submittals maximum).

Review in the field all locations with Parks and Recreation staff.

**Task 4: Design Development**

Based on Parks & Recreation Staff comments, the design team shall refine the selected design option, creating a final design for approval (Option 4)

Based on actual park conditions, finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation.

Update and prepare project budgets.

Present for final review and approval.

**Task 5: Graphic Sign Standards Manual**

Design Intent Drawings: material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details and installation methods

Technical Specifications: material standards, products, submittals, coordination, execution, quality assurance, installation criteria, etc.

Sign Placement Guidelines: typical signage placement scenarios based on 3 types of parks (see Task 3)

Prepare final cost estimate based on final design and sign counts.

**COMPENSATION: CITY OF MOBILE PARKS SIGN STANDARDS**

Based on the scope of the project and the services outlined, we propose the following compensation:

| | | |
|---|---|---|
| Task 1 | Signage Assessment and Information Gathering | $ 11,000 |
| Task 2 | Schematic Design | $ 12,950 |
| Task 3 | Programming | $ 8,000 |
| Task 4. | Design Development | $ 10,000 |
| Task 5 | Graphic Standards Manual | $ 12,000 |
| | Reimbursable | $ 6,000 |
| | **SIGN STANDARDS MANUAL TOTAL** | **$ 59,950** |

Hourly Billing Rates

| | |
|---|---|
| Principal In Charge | $ 175 |
| Senior Designer | $ 135 |
| Graphic Designer | $ 115 |

Reimbursable Expenses

Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the client at 1.10 times the expenses incurred by MERJE and our consultants in the interest of the project. These expenses include, but are not limited to: CADD machine plots, photocopies, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, special overnight mail and delivery services.

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Potential Additional Services

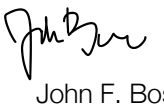
The following items are potential additional services, and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Meetings / Presentations beyond those outlined in this proposal
- Structural, Electrical or Civil Engineering
- Bid Review and Construction Administration
- Interpretive Signage for historic areas (scope, quantity to be determined)
- Design of print material design, websites or other non-signage tools
- Landscape or Lighting Design
- Orientation Map Design and Artwork
- Mobile Phone Applications and other Digital Tools

We appreciate you considering MERJE to provide the design services for this project. If you have any questions regarding the above, please feel free to contact me.

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,



John F. Bosio
Principal
MERJE

# AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this December 12, 2023

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

And the Consultant: Found Design, LLC, dba MERJE
120 North Church Street
Suite 208
West Chester, Pennsylvania 19380

For the following Project: Professional Services for Development of City of Mobile, Alabama Wayfinding Program

The Owner and Consultant agree as set forth below:

## 1.0 CONSULTANT'S SERVICE

**1.1** The Consultant's services consist of the design and planning of the Downtown Mobile Wayfinding Program as described herewith and in Paragraph 3.1, including the development of a wayfinding report, sign designs, sign standards manual and map artwork, for a contract sum of **$ 143,660.00** (ONE HUNDRED AND FOURTY THREE THOUSAND SIX HUNDRED AND SIXTY and 00/100 Dollars).

**1.2** The Consultant's services shall not exceed **$ 143,660.00** (ONE HUNDRED AND FOURTY THREE THOUSAND SIX HUNDRED AND SIXTY and 00/100 Dollars).

**1.3** The Consultant's services and attached schedule of deliverables shall be as stated in the attached Proposal for **Professional Services for Downtown Mobile Wayfinding Program**, as accepted by the City of Mobile, and dated October 23, 2023. Consultant's services shall be billed monthly, based on the percentage of work completed to date.

**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.

## 2.0 OWNER'S REPRESENTATIVE

**2.1** The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is Shayla Beaco, Executive Director of Build Mobile or the Director's designated representative.

## 2.2 CONSULTANT IN CHARGE

| | |
|---|---|
| Individual: | John Bosio, Principal in Charge |
| Firm Name: | Found Design, LLC, dba MERJE |
| Address: | 120 North Church Street<br>Suite 208<br>West Chester, PA 19380 |
| Phone Number: | 484.266.0648 |

## 3.0 GENERAL REQUIREMENTS

**3.1** The Consultant shall deliver the Work complete in Electronic format, as detailed in Exhibit 3, allowing the client the ability to edit each deliverable as required in the future. The deliverables shall include:

A. Wayfinding Summary Report
B. Schematic Sign Designs and Sign Location Planning
C. Sign Standards Manual
D. Production Ready Map Artwork

**3.2** 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.

**3.3** 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 Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

**3.4** Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

**3.5** The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

**3.6** Payment will be made to the Consultant monthly, based on the percentage of the Work by Phase and Task listed in Exhibit 3, and in accordance with the schedule listed in Exhibit 5, and shall result from receipt of an invoice from Consultant.

## 4.0 INDEMNIFICATION

**4.1** Consultant shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all the following, whether third party or directly incurred by City: claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitations, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Consultant's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Consultant certifies it is not a design consultant within the meaning and ambit of Acts of Alabama 2021-318, or subsequent codifications thereof.

## 5.0 CONTRACT DOCUMENTS

**5.1** The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, Exhibits 2-5, dated October 23, 2023 – 16 Pages
2. This Instrument (Agreement) – 8 Pages
3. E-Verify Documentation and Unique Entity ID – 2 pages
4. Certificate of Insurance and Endorsements – 11 pages

**5.2** This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

**5.3 DISPUTE RESOLUTION**

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

**6.0 ANTI-DISCRIMINATION**

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

**7.0 IMMIGRATION LAW**

**7.1** 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.

**8.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES:**

**8.1** 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.

**9.0** Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

**10.0** Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

**11.0** The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

**12.0** The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

**13.0** All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Shayla Beaco Executive Director of Build Mobile
City of Mobile
Government Plaza Building
3rd Floor, South Tower
PO Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

**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.

**OWNER: City of Mobile**

Signature

William S. Stimpson, Mayor

**CONSULTANT:**
**Found Design, LLC, dba MERJE**

Signature

John Bosio, Principal

**ATTEST:**

Lisa Lambert, City Clerk

# Exhibit 1

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

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. 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.

C. Comprehensive General Liability Insurance:

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

2. 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.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. 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.

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).

**Waiver of Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

**Additional Insured** - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

**Primary Insurance** - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

**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 10days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance - General**-Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs and Project Management DEPT. 2045

DATE OF REQUEST: 05/14/2026

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

VENDOR NAME: MERJE

DISTRICT#: CW

DEPT. PROJECT#: N/A

REQUEST: Please Add $97,400.00 from Capital Project#/Title:

C0929

to contract# 4794.

Total amount of Amendment: $97,400.00

Current contract amount: $143,660.00

Revised contract amount: $ 241,060.00

Comments: This change is to continue design services for the City's wayfinding program.

These two tasks will create branding and sign program for the Three Mile Creek

Greenway and a City of Mobile Parks Sign Standards Manual.

Jennifer Greene

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Joseph Snowden

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Authorize Amendment No. 1 to the Contract with Neutron Holdings, Inc. d/b/a Lime to extend the term of the franchise, reaffirm the annual franchise fee, and incorporate additional provisions (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.)

**Amount of Contract:**

**Funding Source**

**ATTACHMENTS:**
1. Resolution for Extension of LIME Agreement
2. AMENDMENT 1 CONTRACT LIME

**REVIEWERS:**
Tiffany Levy
Donna Bryars
Cherlina Monteiro
James Barber

# **R E S O L U T I O N**

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile will extend and regulate a Franchise Agreement with Neutron Holdings, Inc. dba Lime for operation of a shared micromobility device system and deployment of shared micromobility devices on the public highways, streets, and bikeways of the City, pursuant to the terms of the franchise agreement for use of the public rights-of-way and applicable law, including Ala. Code § 11-44C-29, for a period of three (3) years, with the option to renew for two (2) additional one-year terms, to take effect thirty (30) days from the date of resolution adoption in accordance with section 11-44C-29 of the Code of Alabama.

Adopted:

_____

City Clerk

Docusign Envelope ID: D730E359-8FBC-4C50-B8A6-442472705120

**AMENDMENT NO. 1**

**TO FRANCHISE AGREEMENT FOR USE OF CITY STREETS AND RIGHTS-OF-WAY FOR SHARED MOBILITY SERVICES**

This Amendment No. 1 ("Amendment") is entered into as of this ____ day of _____, 2026, by and between the City of Mobile, Alabama ("City") and Neutron Holdings, Inc. d/b/a Lime ("Lime").

**RECITALS**

WHEREAS, the City and Neutron Holdings, Inc. d/b/a Lime ("Lime") entered into that certain Franchise Agreement for Use of City Streets and Rights-of-Way for Shared Mobility Services dated May 23, 2023 (the "Agreement"), pursuant to approval by the City Council; and

WHEREAS, the Agreement grants Lime the right to operate a shared micromobility device system and to deploy shared micromobility devices on the public highways, streets, and bikeways of the City, which constitutes a franchise for use of the public rights-of-way; and

WHEREAS, the City Council is authorized to grant, extend, and regulate such franchise rights pursuant to applicable law, including Ala. Code § 11-44C-29; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the franchise, reaffirm the annual franchise fee, and incorporate additional provisions related to reporting, enforcement, insurance, data access, and operational protections; and

WHEREAS, the City has determined that continuation of the existing franchise is in the best interest of the City based on continuity of service, operational efficiency, and satisfactory performance, and that a new solicitation is not required at this time;

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

**1. AMENDMENT TO SECTION 2 (ANNUAL FRANCHISE FEE)**

Section 2 of the Agreement is hereby reaffirmed and shall remain in full force and effect, except as expressly modified herein.

The annual franchise fee of Five Thousand Dollars ($5,000.00) shall be due and payable within ten (10) days following execution of this Amendment and thereafter shall continue to be due and payable in accordance with the terms of Section 2 of the Agreement.

All other provisions of Section 2, including the per-trip fee of $0.15, remain unchanged.

**2. AMENDMENT TO SECTION 5 (OPERATIONS & MAINTENANCE)**

Section 5.20 is deleted in its entirety and replaced with the following:

Docusign Envelope ID: D730E359-8FBC-4C50-B8A6-442472705120

5.20 User Education. LIME will implement and utilize education for the users of micromobility devices that will include a "how-to-ride" tutorial and an in-app quiz that users must take before the first time they use a LIME scooter. This tutorial will include local rules for usage of micromobility devices, including safe operation, helmet safety, parking requirements and limitations, and age limitations. LIME will also implement a discretionary "Training Mode" which allows users to reduce their maximum speed to 5 mph while they learn to ride an e-scooter.

In addition, Lime will implement a pop-up screen starting at 10 pm daily that reminds riders not to drive under the influence.

A new Section 5.22 is hereby added to the Agreement as follows:

"**Section 5.22 Enforcement; Removal Authority**

Lime shall comply with all operational requirements of this Agreement, including timely removal or repositioning of devices as directed by the City in its reasonable discretion. For purposes of this Section 5.22, "timely" shall mean within the time period specified by the City, or if no time is specified, within a reasonable time under the circumstances. This Section 5.22 shall supplement and control over any conflicting removal or response time requirements set forth elsewhere in this Agreement.

The City may impose reasonable administrative fines or penalties, including per-device fines, pursuant to a reasonable and uniformly applied schedule adopted by the City for failure to comply with such requirements. Such administrative fines or penalties shall not exceed $25 each.

Except in cases involving an immediate threat to public health, safety, or welfare, or where immediate action is necessary to address non-compliant devices in the public rights-of-way, enforcement actions shall be preceded by notice to Lime and a reasonable opportunity to cure.

In the event Lime fails to timely remove or correct improperly placed or non-compliant devices, the City may remove such devices, and Lime shall reimburse the City for all associated costs, including but not limited to labor, equipment, storage, administrative costs, and disposal costs.

The City's exercise of any rights under this Section shall not limit any other rights or remedies available to the City under this Agreement or at law."

**3. AMENDMENT TO SECTION 6 (INDEMNIFICATION)**

Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

**"Section 6. Indemnification.**

Lime shall defend, indemnify, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of, related to, or in connection with (i) the use or occupancy of public rights-of-way, (ii) the placement, operation, or maintenance of devices by any Lime officers, employee, agent, contractor, or subcontractor, (iii) any act or omission of Lime, its officers, employees, agents, contractors, or subcontractors, or (iv) Lime's performance or non-performance under

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this Agreement, except to the extent caused by the sole negligence or willful misconduct of the City, and in cases of concurrent negligence, Lime's obligations shall apply to the fullest extent permitted by law.

The City shall promptly notify Lime of all claims and/or lawsuits related to this Agreement or the Permit giving rise to Lime's duty to defend, even if the City is the only party named in such claim or suit. The City waives any right of defense or indemnification if the claim and/or lawsuit is not tendered within 90 days of notice of a claim. The obligations under this Section are independent of, and shall not be limited by, any insurance required under this Agreement and shall survive termination or expiration of the Agreement. Lime acknowledges that any insurance required under this Agreement shall in no way limit its obligations under this Section."

Except as expressly provided in this Agreement, neither party shall be liable for any indirect, incidental or consequential damages (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity) arising out of any of the terms or conditions of this Agreement, or with respect to its performance hereunder. Notwithstanding anything contained herein to the contrary, and to the maximum extent permitted by applicable law, the maximum aggregate liability of Lime arising out of or in connection with the Agreement, any permit, City Code, or any rules, regulations, or guidelines (whether in contract, breach of warranty, tort (including negligence), product liability, strict liability, breach of statutory duty, indemnity or otherwise) shall not exceed one million U.S. dollars ($1,000,000).

**4. AMENDMENT TO SECTION 7 (INSURANCE)**

Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

**"Section 7. Insurance.**

Lime shall maintain, at its sole expense, the following insurance coverages:

(a) Commercial General Liability Insurance on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

(b) Umbrella/Excess Liability Insurance with limits of not less than $2,000,000;

All policies, including primary, umbrella, and any excess policies, shall:

(i) Name the City as an additional insured for both ongoing and completed operations, including defense, by endorsement using ISO forms CG 20 29 04 13, CG 20 01 04 13, and CG 24 04 05 09 (or equivalent approved by the City);

(ii) Provide that such insurance is primary and non-contributory with respect to any insurance maintained by the City;

(iii) Include a waiver of subrogation in favor of the City by endorsement;

(iv) Include separation of insureds and contractual liability coverage;

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(v) Not be canceled, non-renewed, or materially modified without at least thirty (30) days' prior written notice to the City;

(vi) Not include any endorsement or limitation that would restrict coverage required under this Agreement.

All insurance shall be issued by carriers with an A.M. Best rating of A- VII or better.

Any deductibles or self-insured retentions shall be subject to approval by the City and shall be the sole responsibility of Lime.

Lime shall provide certificates of insurance and all required endorsements to the City prior to execution of this Amendment and upon renewal of each policy. Certificates alone shall not be accepted in lieu of required endorsements.

All prior subsections of Section 7 are superseded by this Section 7 as amended."

**5. AMENDMENT TO SECTION 10 (REPORTING)**

A new Section 10.1 is hereby added to the Agreement as follows:

**"Section 10.1 Audit and Data Verification.**

The City shall have the right once per year, upon reasonable notice, to audit Lime's books, records, and data relating to trip counts, revenues, and fees due under Section 2 of this Agreement. Such audit may cover a period of up to two (2) years prior to the date of the audit.

Lime shall cooperate fully with any such audit and shall provide access to personnel and supporting documentation reasonably requested by the City. The City may conduct such audit using its own personnel or an independent third-party auditor.

Lime shall maintain accurate and complete records and shall provide such records, including electronic data, in a format reasonably acceptable to the City and capable of being audited and verified.

In the event any audit reveals an underpayment of fees, Lime shall promptly remit the full amount due. If the underpayment exceeds five percent (5%) of the amount owed for the period audited, Lime shall reimburse the City for the cost of the audit. Payment of any amounts due shall not be conditioned on resolution of any dispute and shall be made without offset.

Lime shall retain all records required under this Section for a period of not less than three (3) years.

Any underpayment identified through audit shall accrue interest at the rate of one percent (1%) per month, calculated from the date such payment was originally due until paid in full."

**6. ADDITION OF NEW SECTION 10.2 (DATA ACCESS AND USE)**

A new Section 10.2 is hereby added to the Agreement as follows:

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**"Section 10.2 Data Access and Use.**

Lime shall provide the City with continuous and timely access to, and delivery of, operational and usage data generated under this Agreement in an electronic format reasonably acceptable to the City, including through application programming interfaces (APIs) or other data-sharing methods as reasonably requested by the City. The City must first agree to Lime's Data Use Agreement before any data shall be shared. In the event of any conflict, the Franchise Agreement controls.

The City shall have the right to use such data for any lawful governmental purpose, including but not limited to planning, analysis, reporting, and policy development.

All data sharing shall comply with applicable privacy laws, and personally identifiable information shall be handled in accordance with applicable law. The City's obligations under Alabama public records laws shall be preserved. Data retention and use requirements shall remain consistent with applicable law and City policy.

The City does not assume any indemnification obligations in favor of Lime.

**7. AMENDMENT TO SECTION 12 (TERM)**

Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

**"Section 12. Term.**

The Agreement is hereby extended for a period of three (3) years following the expiration of the initial term as defined in the Agreement.

The City shall have the option, in its sole discretion, to renew the Agreement for two (2) additional one-year terms upon written notice to Lime. Such notice shall be provided not less than sixty (60) days prior to the expiration of the then-current term.

Unless earlier terminated in accordance with this Agreement, the Agreement shall expire at the conclusion of the extension period or any renewal term exercised by the City."

**8. AMENDMENT TO SECTION 13 (TERMINATION)**

A new Section 13.2 is hereby added to the Agreement as follows:

**"Section 13.2 Safety-Related Default.**

Notwithstanding any other provision of this Agreement relating to notice or cure, the City may take immediate action, including suspension of operations or removal of devices in accordance with Section 5.22 of this Agreement, if Lime's operations pose or may pose a threat to public health, safety, or welfare, as determined by the City in its reasonable discretion.

The City's exercise of any rights under this Section shall not limit any other rights or remedies available under this Agreement or at law."

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**9. RATIFICATION**

Except as expressly amended herein, all terms and conditions of the Agreement, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

**10. EFFECTIVE DATE**

This Amendment is subject to approval by the City Council of the City of Mobile and shall become effective only upon full compliance with applicable law governing franchise agreements, including Ala. Code § 11-44C-29. It shall not take effect until (i) publication in full once a week for three (3) consecutive weeks in a newspaper of general circulation published in the City of Mobile, or if no such newspaper exists, by posting in three (3) public places, and (ii) the expiration of thirty (30) days following final passage of the approving resolution, subject to any referendum rights provided therein.

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## Lime Data Use Agreement

This Agreement ("**Terms**") defines the material terms and conditions that govern the relationship between you (the "**Recipient**") and Neutron Holdings, Inc. dba Lime ("**Lime**"), with respect to your access, use, retention, storage, processing, and deletion of data controlled by Lime obtained through the Mobility Data Specification ("**MDS**"). This Agreement is effective as of _____. The Recipient and Lime may be referred to individually as a "**party**" or collectively as the "**parties**". By using MDS to access and/or acquire data from Lime ("**Lime Data**"), the Recipient agrees to these Terms and agrees to contractually require any third-party vendors, agents, or other entities that access MDS or Lime Data to assist the Recipient in achieving its purposes to abide by these Terms. These Terms supplement any and all other agreements, including Memoranda of Understanding, permitting agreement, or other contracts negotiated and entered between the Recipient and Lime. In the event any such agreement conflicts with these Terms, the negotiated agreement and not these Terms will prevail.

## Definitions

**"Consumer"** is an identified or identifiable natural person.

**"MDS"** is a data standard originally proposed by the Los Angeles Department of Transportation. MDS has subsequently been widely adopted and implemented in North America and Europe

**"Data Protection Legislation"** means any applicable laws relating to privacy, security, breach notification, consumer protection, marketing, or other processing of Personal Information, whether international, foreign, national, state, and/or local, such as, to the extent applicable, Regulation (EU) 2016/679 (the General Data Protection Regulation) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. In the event of a conflict between Data Protection Legislations, the stricter of the Data Protection Legislations will apply.

**"Personal Information"** means any information that identifies or is identifiable, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked directly or indirectly with a Consumer or household, where identifiable means can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity.

**"Processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## Permitted Purposes

Lime is pleased to give the Recipient access to MDS for the following purposes:

- As an internal tool to help the Recipient analyze traffic and usage patterns within the Recipient's city;
- As a way to validate and enforce compliance with usage terms as laid out in other contracts and MOUs that Lime or its affiliates (acting on its behalf) has signed with the Recipient; and
- To be used in conjunction with other data for internal planning and other public interest related initiatives within the Recipient's city.

The Recipient agrees to process Lime Data only for the above purposes or as otherwise agreed in writing with Lime, provided such processing complies with Data Protection Legislation (the "**Permitted Purposes**").

MDS requires an authentication token to access, and the Recipient may not share this token with anyone outside of the Recipient's city or municipality and the Recipient shall apply appropriate security measures in relation to this token.

In the case that the Recipient is working with a third party to assist the Recipient in achieving the Permitted Purposes, the Recipient will need to require such third party to (i) agree in writing to comply with these Terms, and (ii) apply to Lime to approve, which approval will not be unreasonably withheld, to generate another authentication token for the third party. In its sole discretion, as part of granting approval, Lime may require that it directly contract with the third party with respect to the Lime Data, or it may require that the Recipient include specific terms and conditions in its own contract with the third party.

### Public Reports, Analyses, Studies and Other Publications and Public Statements

Recipient may issue publications or public statements based on analysis of Lime Data solely in connection with the Permitted Purposes, provided that Recipient shall:

- not include any raw Lime Data;
- not include or describe Lime Data from specific, individual, single trips;
- not base any statements or analysis on, or include information regarding, any trip in Lime Data when, during the 24-hour period around the trip, less than five trips begin and end in the respective city blocks in which that trip began and ended; and
- only include aggregated and de-identified information, including taking such steps as may be necessary to ensure that nothing in the publication or public statement can reasonably be used to identify or be linked to an individual person, taking into account that an individual's home or work address may be publicly available, and that an individual's travel routes and destinations may also be publicly available, such as through blogs, publications or social media, and that a third party could review such other sources of information in addition to the publication or public statement by Recipient. Recipient must use a statistician, data scientist, or similarly qualified individual to determine that the standard in this paragraph is met.

### Prohibited Usage

The Recipient shall not use the Lime Data for any commercial purposes. The Recipient is further prohibited from sharing access to the Lime Data with anyone outside of the Recipient's organization except as detailed in the "Permitted Purposes" section above. In particular, the Recipient may not share Lime Data with any third-party transit or other aggregators that are not directly run by the Recipient. Lime Data does not contain identifiers such as name, phone, or email address. Any attempt to re-identify any individual from Lime Data or link any Lime Data to an individual is prohibited.

### Compliance with Data Protection Law

Each party shall comply with their respective obligations in respect of processing Lime Data under Data Protection Legislation to the extent that it applies. Recipient represents and warrants that it has the legal right and ability to receive Lime Data from Lime.

### Security

The Recipient shall implement appropriate technical and organizational measures to protect the Lime Data. In the event that the Recipient suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Lime Data transmitted, stored or otherwise processed, the Recipient shall notify Lime without undue delay and the parties shall cooperate in good faith and agree and action such measures as may be necessary or appropriate to mitigate or remedy the effects of the breach.

### Transparency Obligations

Each party shall maintain a publicly-accessible privacy notice that is available via a prominent website link that satisfies transparency requirements of Data Protection Legislation.

### Consumer Rights

Consumers have a range of rights under Data Protection Legislation. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with requests from Data Subjects, whose Lime Data is shared, exercising their rights.

### Public Law Requests for Information

In the event the Recipient receives a request under a Public Records Act, Freedom of Information Act, or similar transparency law that could result in the production of data provided by Lime via MDS, then (a) Recipient will promptly notify Lime and provide a copy of the request prior to producing the data, (b) Recipient will in good faith assert any and all applicable exemptions to producing such data, (c) as soon as practicable, Recipient will identify to Lime the data that Recipient believes are subject to disclosure (i.e., responsive to the request and not subject to an exemption), and (d) Recipient will provide Lime a reasonable opportunity to, at its own cost, move to quash, challenge or limit the request or to otherwise oppose the production of that data.

### Confidentiality

All Lime Data are the proprietary and confidential information of Lime and its affiliates, and disclosure of the Lime Data to the public or a competitor may cause competitive harm to Lime and its affiliates. Disclosing any such Lime Data without the express written consent of Lime or other than in compliance with this Agreement is strictly prohibited.

### Limitation of Liability and Indemnification

Recipient will, at its cost and expense, indemnify, defend, and hold harmless Lime and any current or future parent, subsidiaries, affiliates, agents and suppliers, and their respective officers, directors, shareholders and personnel, from and against any and all third party claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses, judgments or expenses (including reasonable attorneys' fees) arising out of or relating to Recipient's breach of these Terms or Recipient's access, receipt, collection, use, analysis, storage, disclosure, sharing, sale, rental, release, dissemination, transfer, disposal, deletion, or any other form of Processing, whether authorized or unauthorized, of the Lime Data by Recipient or third parties who receive it from Recipient. Neither Recipient's breach of these Terms, nor the obligations in this section, are subject to any limitations of liability set forth in any other memorandum of understanding, permitting agreement, or contractual agreement between the parties.

### Termination

Lime expressly reserves the right to terminate the Recipient's access to Lime Data via MDS for any reason, subject only to any obligations Lime or its affiliate may have under any Memorandum of Understanding, permitting agreement, or other contractual relationship with the Recipient. Termination does not affect the obligations of the Recipient, after such termination, to properly protect the Lime Data in its possession or control or comply with Data Protection Legislation.

### Retention / Deletion

Unless otherwise agreed, the Lime Data may be retained by the Recipient for no longer than one year, then must be securely deleted, including after termination of any Memorandum of Understanding, permitting agreement, or another contract negotiated and entered between the Recipient and Lime, to the extent permitted by applicable

law. This retention and deletion obligation extends to any vendors or similar third parties with whom the Recipient is authorized to share the Lime Data, as described under the "Permitted Purposes" section above.

### Governing Law

This Agreement is governed by the laws of Alabama. Any disputes arising out of or in relation to this Agreement shall be heard in the courts of Alabama, unless otherwise agreed by the parties.

| | |
|---|---|
| SIGNED for and on behalf of<br>Neutron Holdings, Inc. dba Lime | SIGNED for and on behalf of<br>The City of Mobile, Alabama |
| By: DocuSigned by: Jad Hayek C41D5B19BC4BC480 | By: _____ |
| Name: Jad Hayek | Name: _____ |
| Title: General Manager | Title: _____ |

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

**NEUTRON HOLDINGS, INC. d/b/a LIME**

**By:** _____

**Authorized Representative:** JAD HAYEK

**Title:** GM

**Dated:** April 17, 2026

**STATE OF** Florida
**COUNTY OF** Miami-Dade

I, Keith R Hoelzel, a Notary Public in and for said State and County, hereby certify that JAD HAYEK, as the Authorized Representative of **NEUTRON HOLDINGS, INC.**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 17 day of April, 2026.

**NOTARY PUBLIC** _____

**My Commission Expires:** 2/28/2028

KEITH R. HOELZEL
Commission # HH 487717
Expires February 28, 2028

**CITY OF MOBILE**

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

**Dated:** _____

**STATE OF ALABAMA**
**COUNTY OF MOBILE**

**I, _____, a Notary Public in and for said State and County, hereby certify that SPIRO N. CHERIOGOTIS, as Mayor of the City of Mobile, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.**

**Given under my hand and seal on this the ____ day of _____, 2026.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/08/2026

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | The First Liberty Insurance Corporation | 33588 |
| INSURER B: | Lloyd's Syndicate No. 1971 | AA1120206 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Neutron Holdings, Inc.
85 2nd Street
Suite 750
San Francisco CA 94105 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570119903872 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | Y | Y | CSDIG2600005<br>General Liability<br>SIR applies per policy terms & conditions | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>SIR/Deductible | $1,000,000<br>$500,000<br>$15,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | |
| B | UMBRELLA LIAB / X OCCUR<br>X EXCESS LIAB / CLAIMS-MADE<br>DED / X RETENTION | Y | Y | CSDIG2600006<br>01-XS Liability- $10M xs<br>SIR applies per policy terms & conditions | 05/01/2026 | 05/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $2,000,000<br>$2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC6661067212035<br>Workers Compensation | 12/31/2025 | 12/31/2026 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

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

RE: Project Name: Shared Micromobility Device System. Project No.:2022-5743.
City of Mobile is included as an additional insured in respect to General Liability and Umbrella Liability. All policies, except workers compensation, are Primary and Non-Contributory with any other insurance in force or purchased by additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how 30 day notice of cancellation, non-renewal, applies (except 10 days for non-payment) and be delivered to certificate holders in accordance with the policy provisions of each policy. General

**CERTIFICATE HOLDER**

City of Mobile
Po Box 1827
Mobile AL 36633-1827 USA

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570119903872

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AGENCY CUSTOMER ID: 570000078510
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Neutron Holdings, Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570119903872 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570119903872 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability includes coverage for Contractual Liability.

ACORD 101 (2008/01)
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AON

**CONTRACT ENDORSEMENT**

| | |
|---|---|
| **UNIQUE MARKET REFERENCE:** | B1526CSDIG2600005 |
| **POLICY NUMBER:** | CSDIG2600005 |
| **ENDORSEMENT NUMBER:** | 1 |
| **INSURED** | Neutron Holdings, Inc |
| **PERIOD:** | 1st May 2026 to 1st May 2027 |

## CONTRACT CHANGES

This contract is amended as follows

**ENDORSEMENT EFFECTIVE DATE: 1st May 2026**

It is hereby agreed and understood that the following amendments are made to this policy.

1) It is hereby noted and agreed that the 'Waiver of Transfer of Rights of Recovery Againsnt Others to Us' endorsement is amended as follows;

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name of Person(s) or Organization(s)** |
|---|
| 1) As required by written contract.<br><br>2) The City of Seattle<br>Seattle Municipal Tower, 700 5th Avenue,<br>Floor 23, Seattle, WA 98124<br><br>3) The City of Mobile<br>Mayor Post Office Box<br>1827<br>Mobile, Alabama 36633 |
| (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.) |

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the



Aon UK Limited Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN
Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48 | Aon UK Limited is authorised and regulated by the Financial Conduct Authority

following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CG 24 04 10 93**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

2) It is hereby agreed and understood that the following endorsement is added to this policy;

**MOBILE AND THIRD PARTY NOTICE OF CANCELLATION**

It is hereby agreed and understood that this policy includes a provision of 30 days' advanced notice to the City of Mobile in the event of cancellation of this policy to the following address;

City of Mobile Attention:
Mayor Post Office Box 1827
Mobile, Alabama 36633

With exception of the parties outlined above, it is also agreed and understood that the Underwriter will provide 30 days' advanced written notice of cancellation for reasons other than non-payment of premium, and 10 days prior written notice of cancellation for non-payment of premium to the person or organisation in the schedule below;

The Insured will provide a schedule of parties requiring advanced written notice of cancellation, by written contract or agreement, on a monthly basis.

All other terms and conditions remain unchanged.

3) It is hereby agreed and understood that the following endorsement is added to this policy;

**CITY OF MOBILE ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

| **Name of Person(s) or Organization(s)** |
|---|
| 1) The City of Mobile<br>Mayor Post Office Box<br>1827<br>Mobile, Alabama 36633 |
| (If no entry appears above, information required to complete this endorsement will be shown |



Aon UK Limited Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN
Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48 | Aon UK Limited is authorised and regulated by the Financial Conduct Authority

in the Declarations as applicable to this endorsement.)

It is hereby agreed and understood that this insurance shall be primary and non-contributory relative to the above scheduled additional insured's own insurance and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

4) It is hereby agreed and understood that the following endorsement attached below is added to this policy;



Aon UK Limited Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN
Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48 | Aon UK Limited is authorised and regulated by the Financial Conduct Authority

**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 |
|---|---|
| The City of Seattle<br>600 Fourth Avenue<br>2nd Fl. Seattle, WA 98104 | per the contract or agreement |
| City of Mobile Attention:<br>Mayor Post Office Box 1827<br>Mobile, Alabama 36633 | per the contract or agreement |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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## SECURITY DETAILS

| | |
|---|---|
| **Endorsement Document Name** | City of Mobile, AL - Endt 1 - CSDIG2600005.pdf |
| **Endorsement Upload Date / Time** | 15:48 06 May 2026 |
| **Endorsement Status** | Complete |
| **Contract Reference** | CSDIG2600005 |
| **Broker Endorsement Reference** | 01 |
| **Endorsement Name** | City of Mobile |
| **Insured** | Neutron Holdings, Inc |
| **Agreement Practice** | Parties as per contract |
| **Agreement Instructions** | All Agreement Parties |

**CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:**

**Leader** Agreed 21:11 06 May 2026

| Underwriter Company | Underwriter | Stamp | Underwriter Ref |
|---|---|---|---|
| Apollo Syndicate Management Ltd | Alec Giacco | Lloyd's Underwriter Syndicate No. 1971 IBT, London, England. | 26EA70149601 |

## 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 for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

All work associated with

City of Mobile
P.O. Box 1827 Mobile
Alabama 36633-182

Premium is included in the applicable state blanket waiver's premium charge.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-661-067212-035 Effective Date 05/05/2026 Premium $

Issued to Neutron Holdings, Inc. Endorsement No.


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**CAPITAL CONTRACT SUMMARY SHEET**

CONT# 5791

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Forrester, City Engineer

**Sponsored by:**
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
Approve contract for river fender system replacement.

**Amount of Contract:**
$1,107,734.00

**Funding Source**
C1046

**ATTACHMENTS:**
1. 2026-3005-06 Mobile River Fender System Replacement (Rob'T J Baggett Inc) contract

**REVIEWERS:**
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

# CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** Mobile River Fender System Replacement (D2)
**COM Project:** 2026-3005-06
**PROJECT #:** C1046 **DATE OF RECEIPT:** _____

**PROJECT DESCRIPTION:** Fender System Replacement

_____

**CONTRACT AMOUNT:** $1,107,734.00

**VENDOR NAME:** Rob't J Baggett Inc.

**VENDOR NUMBER:** 20370

**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___; 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** 5/21/2026

Revised 3/8/2022 Tiffany Hollins

# RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Council person Samantha Ingram

**WHEREAS,** bids for fender system replacement for district 2 were received and opened on May 14, 2026.

**WHEREAS,** the City Engineer has recommended award to the lowest bid meeting specifications from Rob't J Baggett, Inc., contract in the amount of $1,107,734.00.

**WHEREAS,** the City Council finds that the lowest responsible bid was submitted by Rob't J Baggett, Inc.

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

Name of Company: Rob't J Baggett, Inc.

Project Name: Mobile River Fender System Replacement

Project Number: 2026-3005-06

Amount: $1,107,734.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

# Mobile River Fender System Replacement

## District 2

## Project No. 2026-3005-06

**STANDARD SERVICES AGREEMENT**
**BETWEEN CITY OF MOBILE AND CONTRACTOR**
**FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

| | |
|---|---|
| **BETWEEN the City:** | **CITY OF MOBILE**<br>**205 Government Street**<br>**P O Box 1827**<br>**Mobile, Alabama 36633** |
| **And the Contractor:** | **Rob't J. Baggett, Inc.**<br>**759 Holcombe Ave**<br>**Mobile, AL 36606**<br><br>**City Business License No.: 36051** |
| **For the following Project:** | **Mobile River Fender System Replacement**<br>**201 S Water St, Mobile, AL 36602**<br>**Project Number: 2026-3005-06** |
| **The Engineer:** | **Thompson Engineering, Inc.**<br>**2970 Cottage Hill Road**<br>**Mobile, Alabama 36606** |

**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 **Rob't J. Baggett, Inc**., hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A (Scope of Services), B (Project Schedule), C (Fee Schedule/Bid Form), D (Contractor's Insurance Certifications), E (Contractor' License, Subcontracting Plan, E-Verify Affidavit, E-Verify Registration Printout, and Secretary of State Registration), F (Project Advertisement - Invitation to Bid), G (Tax Exemption), H (Bonds – Bid Bond, Labor and Material Payment Bond, and Performance Bond), I (Waiver of DBE Goal), J (General Conditions), and K (Consent of Surety Company to Final Payment and Contractor's Affidavit of Payment of Claims & Deeds) 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 received bids for construction on May 14, 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 Mobile River Fender System Replacement (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.

## II. 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.

## III. 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 Million One Hundred Seven Thousand and Seven Hundred Thirty-Four Dollars and 00/100 ($1,107,734.00),** subject to additions and deductions as provided in the Contract Documents.

| | |
|---|---|
| Base Bid: | **$862,434.00** |
| Contingency Allowance: | **$50,000.00** |
| Total Bid: | **$912,434.00** |
| Add Alternate: Underwater Concrete Repair | **$195,300.00** |
| Total Contract Sum: | **$1,107,734.00** |

**B.** 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 acquisition of 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.

**C.** 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 **$1,107,734.00** for the entire Project in accordance with Exhibit C Fee Schedule/Bid Form attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City Engineer.

**D.** 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.

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

## IV. METHOD OF PAYMENT

**A.** Progress Payments

1. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer/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 for 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 a minimum of three (3) consecutive weeks, as required in 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 three (3) 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 _____ [contract number, contract name, contract address]. All persons having any claims for labor, material or otherwise in connection with this project

should immediately notify the City 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.

## 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's Engineering Department [John Forrester, P.E. (City Engineer)] 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.

## 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. 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.

## VII. 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<br>$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<br>$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 Engineer'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 Engineer and the Engineer'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.

## VIII. RESPONSIBILITIES OF THE CONTRACTOR

**A.** The Contractor shall be licensed with the Alabama Licensing Board for General Contractors and possess a Heavy and Railroad Construction Classification. The Contractor shall also have a minimum of 10 years of heavy marine construction experience.

**B.** 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.

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

**D.** 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.

**E.** 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.

**F.** 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.

**G.** 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.

**H.** 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.

## IX. 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 no later than **October 15th, 2026** and all work shall be

completed to Final Acceptance within seven (7) calendar days from Substantial Completion, or seven (7) 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 completion of services.

## X. 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

| | | |
|---|---|---|
| G000 | Cover Sheet | April 2026 |
| S001 | General Notes | April 2026 |
| S002 | Existing Site Plan | April 2026 |
| S003 | New Fender Location Plan | April 2026 |
| S101 | Existing Fender Plan Demolition | April 2026 |
| S102 | Existing Fender Plan Demolition | April 2026 |
| S103 | Existing Fender Plan Demolition | April 2026 |
| S104 | Existing Fender Plan Demolition | April 2026 |
| S105 | Existing Fender Plan Demolition | April 2026 |
| S106 | Existing Fender Plan Demolition | April 2026 |
| S107 | Existing Fender Plan Demolition | April 2026 |
| S108 | Existing Fender Plan Demolition | April 2026 |
| S200 | Topside Repair Plan | April 2026 |
| S201 | Defects Elevations | April 2026 |
| S202 | Defects Elevations | April 2026 |
| S203 | Defects Elevations | April 2026 |
| S204 | Defects Elevations | April 2026 |
| S205 | Defects Elevations | April 2026 |
| S206 | Defects Elevations | April 2026 |
| S207 | Defects Elevations | April 2026 |
| S208 | Defects Elevations | April 2026 |
| S209 | Defects Elevations | April 2026 |
| S210 | Marine Concrete Repair Details | April 2026 |
| S301 | Sections & Details | April 2026 |
| Marinus Engineering - MOBILE RIVER FENDER SYSTEM REPLACEMENTS | | |
| 768-G-1 | Title Sheet | April 2026 |
| 768-G-2 | General Notes | April 2026 |
| 768-G-3 | Fender System GA (Type #1) | April 2026 |
| 768-G-4 | Fender System GA (Type #3) | April 2026 |
| 768-G-5 | Anchor Layout Details | April 2026 |
| 768-S1-1 | System B.O.M | April 2026 |
| 768-S1-2 | Fender & Hardware Detail | April 2026 |
| 768-S1-3 | Chain Bracket & Anchor Details | April 2026 |
| 768-S1-4 | Chain Assemblies | April 2026 |

| | | |
|---|---|---|
| 768-S1-5 | Chain Tensioners | April 2026 |
| 768-S1-6 | UHMW-PE Assembly & Details | April 2026 |
| 768-S1-7 | UHMW-PE Assembly & Details | April 2026 |
| 768-S1-8 | Panel Assembly & Cutlist | April 2026 |
| 768-S1-9 | Panel Assembly | April 2026 |
| 768-S1-10 | Panel Internal Layout & Details | April 2026 |
| 768-S1-11 | UHMW-PE Stud Layout & Details | April 2026 |
| 768-S1-12 | Anode Layout & Details | April 2026 |

**D.** Addenda, if any:

Number Date
**Addendum 1, Date: 05.12.2026; Addendum 2, Date: 05.13.2026**

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.

**E.** Other Exhibits:
Not Applicable

**F.** 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<br>Accounting of Sales Tax Form C-3A<br>Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| e. Section 00500 | Standard Form of Agreement Between City and Contractor AIA Document A101 |
| f. Section 00600 | Bonds, Certificates and Affidavits<br>Performance Bond<br>Labor and Material Payment Bond<br>E-Verify Documentation (Sample)<br>Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)<br>Certificate of Substantial Completion-AIA Document G704<br>Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706<br>Contractor's Affidavit of Release of Liens-AIA Document G706A<br>Consent of Surety to Final Payment-AIA Document G707<br>Request for Taxpayer Identification Number and Certification W9 Tax |

g. Section 00700 — Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-Document A201

## XI. 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 $2,000 per day. To accommodate Cruise Ship operations, Contractor shall be responsible for securing temporary fenders to include (8) 8' diameter pneumatic fenders. The liquidated damages will be used to cover the rental cost should temporary fenders be required. The installation and removal of the pneumatic fenders shall be the responsibility of the Contractor. Contractor shall also coordinate the rental and transportation to and from the site. The use of the pneumatic fenders shall be continuous until all of the fixed fenders have been installed. At the point in time that pneumatic fenders become required, Cruise Ship operations will have commenced, and construction shall be coordinated with Cruise Terminal schedules and operations.

## XII. 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.

## XIII. 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.

## XIV. 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.

## XV. 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, 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, 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.

## XVI. 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.

## XVII. 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.

## XVIII. NOTICES

**A.** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is John Forester, P.E. (City Engineer).

**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 City Engineer, Engineering Dept.As:
City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

**CONTRACTOR**:
**Rob't J. Baggett, Inc.**
c/o **Charles D. Dicks, Jr., President**
Contractor's Authorized Agent
**759 Holcombe Ave**
**Mobile, AL 36606**

**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.

## XIX. 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.

## XX. 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.

## XXI. 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.

## XXII. 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.

## XXIII. 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.

## XXIV. 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.

## XXV. 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.

## XXVI. 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.

## XXVII. 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.

## XXVIII. 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: **Rob't J. Baggett, Inc.**

**Charles D. Dicks, Jr., President**
Date: _____

State of **Alabama** }
County of **Mobile_** }

I, the undersigned Notary Public, in and for said county and state, hereby certify that **Charles D. Dicks, Jr**. whose name as **President** of the **Rob't J. Baggett, Inc.,** 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 19th day of May, 2024

Kristina M. Nunnally
Notary Public
Print _____
My commission expires: _____

KRISTINA M. NUNNALLY
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 09/30/2028

(Seal)

**CITY OF MOBILE**

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

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE (BID FORM)

EXHIBIT D: CONTRACTOR'S INSURANCE CERTIFICATIONS

EXHIBIT E: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, SECRETARY OF STATE REGISTRATION

EXHIBIT F: PROJECT ADVERTISEMENT (INVITATION TO BID)

EXHIBIT G: TAX EXEMPTION

EXHIBIT H: BONDS (BID BOND, LABOR AND MATERIALS BOND, PERFORMANCE BOND)

EXHIBIT I: WAIVER OF DBE

EXHIBIT J: GENERAL CONDITIONS

EXHIBIT K: CONSENT OF SURETY COMPANY TO FINAL PAYMENT AND CONTRACTOR'S AFFIDAVITY OF PAYMENT OF CLAIMS & DEEDS

## EXHIBIT A - SCOPE OF SERVICES

The scope of work includes all labor, materials and equipment to remove 24 existing fixed leg fenders and dispose of 24 existing MV800 x 1000 marine leg fenders with steel facing panels. This includes removal of existing anchors and patching of the concrete bulkhead with grout at former anchor locations. Also, the scope includes removal of horizontal and vertical timber fenders located between each of the existing leg fenders and patching of existing anchorages. The existing timber fenders consist of 12" x 12" treated timbers.

The scope of work includes all labor, materials and equipment necessary to install 22 new MCO-1000H(M1.2) rubber cone marine fenders. Each fender consists of a single cone-type elastomeric fender, a steel frontal frame with UHMW-PE low friction face pads, chain systems, anchorage and all miscellaneous items and accessories for a complete and operable installation. The City of Mobile will procure the fenders, anchors and chains and have them shipped to Mobile under a separate Contract. As part of this Contract, the Contractor is responsible for transporting the fenders to the project site upon arrival to Mobile.

The supplier of the fenders will furnish a template in advance of the fenders arrival to allow for installation of the anchors prior to arrival of the fenders.

Miscellaneous work that is part of the scope includes repairs to concrete and brick pavers as shown on the drawings.

Access to the site in front of the Maritime Museum is limited with only a 5" slab-on-grade. Contractor may traverse the slab at their own risk. If the slab is damaged, Contractor is responsible for repair and/or replacement of the slab.

Other City of Mobile construction activities will occur simultaneously at the Mobile Cruise Terminal, including installation of a pedestrian ramp and repairs to the fixed gangway. The Contractor shall coordinate scheduling, access, and operations with these activities to ensure efficient progress of all work to minimize conflicts and disruptions.

## EXHIBIT B - PROJECT SCHEDULE

The construction substantial completion date is **October 15th, 2026,** with liquidated damages beginning on **October 16, 2026,** if all new cone fenders are not installed. Time is of the essence and requires that all fender installation is complete prior to arrival of the Carnival Spirit cruise ship at the Mobile Cruise Terminal. If they are not installed by **October 15, 2026,** the City of Mobile will provide pneumatic fenders to be installed by the contractor prior to the arrival of the cruise ship scheduled for **October 24, 2026**.

**Key Milestone Dates:**
**June 08, 2026**: Construction NTP
**June 15, 2026**: Preliminary Anchor Bolt Delivery
**August 21, 2026**: New Fender System Arrival in Mobile, AL
**October 15, 2026**: Construction Substantial Completion
**October 22, 2026**: Final Acceptance
**October 24, 2026**: Carnival Spirit Cruise Ship Arrival in Mobile, AL

## EXHIBIT C - FEE SCHEDULE (BID FORM)

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 1 | Paver Removal/Replacement/ Reset | Sq.Ft. | 440 | 75.00 | Seventy Five DOLLARS NO CENTS | 33,000.00 |
| 2 | Concrete Crack Repair | LF | 15 | 85.00 | Eighty Five Dollars NO Cents | 1,275.00 |
| 3 | Spall Repair | Sq.Ft | 75 | 500.00 | Five Hundred Dollars NO Cents | 37,500.00 |
| 4 | Soil Replacement from Paver Settlement | CY | 4.5 | 112.00 | One Hundred Twelve Dollars NO Cents | 504.00 |
| 5 | Selected Material, 57 Stone for Miscellaneous Use | Tons | 10 | 140.00 | One Hundred Forty Dollars NO Cents | 1,400.00 |
| 6 | Filter Fabric | Sq.Ft. | 250 | 8.50 | Eight Dollars 50 Cents | 2,125.00 |
| 7 | Fender Anchor Bolt Installation | Per anchor bolt | 132 | 205.00 | Two Hundred Five Dollars NO Cents | 27,060.00 |
| 8 | Tension Chain Bracket Anchor Bolt Installation | Per anchor bolt | 176 | 205.00 | Two Hundred Five Dollars NO Cents | 36,080.00 |
| 9 | Shear Chain Bracket Anchor Bolt Installation | Per anchor bolt | 12 | 205.00 | Two Hundred Five Dollars NO Cents | 2,460.00 |
| 10 | Joint Sealant Repairs | LF | 3100 | 9.00 | Nine Dollars NO Cents | 27,900.00 |
| 11 | Removal of Existing Ship Fenders | Per ship fender | 24 | 11,700.00 | Eleven Thousand Seven Hundred Dollars NO Cents | 280,800.00 |
| 12 | Removal of Existing Timber Fenders | LS | 1 | 77,000.00 | Seventy Seven Thousand Dollars and NO Cents | 77,000.00 |
| 13 | Installation of New Ship Fenders | Per ship fender | 22 | 12,775.00 | Twelve Thousand Seven Hundred Seventy Five Dollars NO Cents | 281,050.00 |
| 14 | Concrete Infill Sections | CY | 6 | 550.00 | Five Hundred Fifty Dollars NO Cents | 3,300.00 |
| 15 | Reinforcing Steel (for concrete infill sections) | LBS | 400 | 1.20 | One Dollar Twenty Cents | 480.00 |
| 16 | Temporary Fencing | LS | 1 | 5,500.00 | Five Thousand Five Hundred Dollars and NO Cents | 5,500.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 17 | Mobilization | LS | 1 | 35,000.00 | Thirty Five Thousand Dollars NO Cents | 35,000.00 |
| 18 | Demobilization | LS | 1 | 10,000.00 | Ten Thousand Dollars NO Cents | 10,000.00 |
| | **BASE BID** | | | | | 862,434.00 |
| 19 | Contingency Allowance | LS | 1 | $50,000.00 | | |
| | **TOTAL BASE BID WITH CONTINGENCY** | | | | | 912,434.00 |
| 20 | Add Alternate: Underwater Concrete Repairs | CY | 10 | 19,530.00 | Nineteen Thousand Five Hundred Thirty Dollars and NO Cents | 195,300.00 |
| | **TOTAL CONTRACT SUM** | | | | | 1,107,734.00 |

# EXHIBIT "D"

# CONTRACTOR'S INSURANCE CERTIFICATES

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2026

**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 | CONTACT NAME: Martha Lee Hawkins |
|---|---|
| McGriff, a Marsh & McLennan Agency LLC Company<br>2000 International Park Drive<br>Suite 600<br>Birmingham, AL 35243 | PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):<br>E-MAIL ADDRESS: martha-lee.hawkins@marshmma.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : LM Insurance Corporation | 33600 |
| INSURER B : Liberty Insurance Corporation | 42404 |
| INSURER C : Employers Insurance Company of Wausau | 21458 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Rob't J. Baggett, Inc.
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

**COVERAGES** **CERTIFICATE NUMBER:** WCTLV44S **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| 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<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Limited Job Site Pollution<br>X Boat Liability/Marine Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | TB5-Z51-291805-045 | 06/30/2025 | 06/30/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Total Agg Lmt-All Proj/Loc | $ 2,000,000<br>$ 100,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 25,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | AS7-Z51-291805-015 | 06/30/2025 | 06/30/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | TH7-Z51-291805-055 | 06/30/2025 | 06/30/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 9,000,000<br>$ 9,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WCC-Z51-291805-025<br>Includes USL&H for AL, LA, MS | 06/30/2025 | 06/30/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

RE: Project No.: 2026-3005-06; Mobile River Fender System Replacement - COM

City of Mobile, Thompson Engineering Inc. and the Engineer's Consultants are Additional Insured as respects to General Liability, Automobile Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation applies in favor of City of Mobile, Thompson Engineering Inc. and the Engineer's Consultants as respects Workers Compensation, General Liability, Automobile Liability and Umbrella Liability as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 Days non payment) to the certificate holder shown below.

**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**





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**The ACORD name and logo are registered marks of ACORD**

# ATTACHMENT "E"

# CONTRACTOR'S LICENSE
# SUBCONTRACTING PLAN,
# E-VERIFY AFFIDAVIT,
# E-VERIFY REGISTRATION PRINTOUT,
# AND SECRETARY OF STATE REGISTRATION

# STATE OF ALABAMA

BID LIMIT: U

AMOUNT: **UNLIMITED**

LICENSE NO.: **9777**

TYPE: **RENEWAL**

# State Licensing Board for General Contractors

## THIS IS TO CERTIFY THAT

**ROB'T J BAGGETT INC**

**MOBILE, AL 36606**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, M-S: INDUSTRIAL PIPE WORK AND INSULATION, MU: MUNICIPAL AND UTILITY**

until **November 30, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

**7th** day of **November, 2025**

**224279**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

# SUBCONTRACTORS

IDS – INTERNATIONAL DRILLING AND SAWING INC– CORE DRILLING FOR ANCHOR BOLTS

COMMERCIAL DIVING SERVICES – UNDERWATER CONCRETE REPAIRS

# Alabama Secretary of State

## Rob't J. Baggett, Incorporated

| | |
|---|---|
| Entity ID Number | 000-042-744 |
| Entity Type | Domestic Corporation |
| Principal Address | MOBILE, AL |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 08/04/1976 |
| Registered Agent Name | C T CORPORATION SYSTEM |
| Registered Office Street Address | 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104 |
| Registered Office Mailing Address | 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104 |
| Nature of Business | --- |
| Capital Authorized | $25,000 |
| Capital Paid In | $5,000 |
| **Incorporators** | |
| Incorporator Name | BAGGETT, ROBERT J JR |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | DICKS, C DEVON |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | STORER, E E |
| 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 |

## Rob't J. Baggett, Incorporated

| | |
|---|---|
| | 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 |
| **Transactions** | |
| Transaction Date | 03/15/1982 |
| Registered Agent Changed From | * Added |
| Transaction Date | 10/28/1999 |
| Registered Agent Changed From | BAGGETT, ROBERT J JR<br>SUITE 204<br>2 OFFICE PARK<br>MOBILE, AL 36609 |
| Transaction Date | 10/06/2014 |
| Agent Mailing Address Changed From | * Added |
| Transaction Date | 10/06/2014 |
| Registered Agent Changed From | DICKS, C DEVON<br>2 OFFICE PARK STE 204<br>MOBILE, AL 36609 |
| **Scanned Documents** | |
| | |
| Document Date / Type / Pages | 10/28/1999 Registered Agent Change 1 pg. |
| Document Date / Type / Pages | 10/06/2014 Registered Agent Change 2 pgs. |
| | |

Browse Results New Search

STATE OF ALABAMA
COUNTY OF MOBILE

## AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CHARLES D. DICKS, JR (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 PRESIDENT for ROB'T J. BAGGETT, INC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said ROB'T J. BAGGETT, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 133278.

CHARLES D. DICKS, JR.
CEO of ROB'T J. BAGGETT, INC.

Sworn to and subscribed before me this the 19th day of May, 2026

I certify that the affiant is known to me to be the identical party he or she claims to be.

Kristina M. Nunnally
Signature and Seal of Notary Public

KRISTINA M. NUNNALLY
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 09/30/2028



REV. 11 03 2025

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
**ROB'T. J. BAGGETT, INC.**
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7806
www.rjbaggett.com

## Employment Eligibility Verification Policy & Procedure

Rob't J. Baggett, Inc. completes and retains a Form I-9 and E-verify (Effective July of 2008) for each individual we hire. The employee is required to present the required documents as per the I-9 form (a document from list A or one from List B and one from List C). These documents are examined for validity then this information is recorded on the I-9 form followed by completion of the E-verify process. We receive an instant confirmation as to whether the employee is eligible to work in the US.

See attached E-Verify Program for Employment Verification Memorandum of Understanding

Company ID Number: 133278

**INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

| | |
|---|---|
| Company Name: | Robt. J. Baggett Inc. |
| Company Facility Address: | 759 Holcombe Ave<br>Mobile, AL 36606 |
| Company Alternate Address: | |
| County or Parish: | MOBILE |
| Employer Identification Number: | 63071162 |
| North American Industry Classification Systems Code: | 237 |
| Parent Company: | |
| Number of Employees: | 100 to 499 |
| 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)

E-Verify Program for Employment Verifications

MEMORANDUM OF UNDERSTANDING

## ARTICLE I

## PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Robt. J. Baggett Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

## ARTICLE II

## FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The 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. The 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. The 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 the 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 establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 133278

5. SSA agrees to establish 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 aliens 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 provide to the Employer a manual (the E-Verify Manual) containing instructions 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, and 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 alien 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 alien 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 Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish 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.

Company ID Number: 133278

8. DHS agrees to establish 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.

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 E-Verify 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 established 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 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 employer will use the photocopy to verify the photo and to assist the Department 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, 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

Company ID Number: 133278

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 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 $500 and $1,000 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 any 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 on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 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 within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have 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 Manual. 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, 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 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 to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 133278

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 the Department through its toll-free hotline 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.

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 (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

## SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

## ARTICLE V

## PARTIES

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 manual. Even

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## ARTICLE III

## REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

### A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 tentative nonconfirmation.

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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

### B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the 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 tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien 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.

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

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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 Robt. J. Baggett Inc.**

| | |
|---|---|
| **Charles D Dicks** | |
| Name (Please type or print) | Title |
| ***Electronically Signed*** | **07/01/2008** |
| Signature | Date |

**Department of Homeland Security – Verification Division**

Company ID Number: 133278

| | |
|---|---|
| **USCIS Verification Division** | |
| Name (Please type or print) | Title |
| ***Electronically Signed*** | **07/01/2008** |
| Signature | Date |

# EXHIBIT "F"

# PROJECT ADVERTISEMENT
# (INVITATION TO BID)

## 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 10:00 A.M. local time, May 14, 2026, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

| | |
|---|---|
| Project No: | **2026-3005-06** |
| Project: | **Mobile River Fender System Replacement** |
| Project Description: | **Vessel Fender System Replacement** |

Plans and contract documents may be inspected and obtained from **Thompson Engineering, Inc., 2970 Cottage Hill Road, Ste. 190, Mobile, AL 36606** upon payment of one hundred dollars ($100.00). 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 May 12, 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 May 07, 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 project construction contract.

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 Heavy and Railroad Construction Classification, which includes marine construction, pursuant to Section 230-X-1-.27 of the Alabama Licensing Board for General Contractors Administrative Code. Each contactor must also have a minimum of 10 years performing heavy marine construction.**

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 River Fender System Replacement**, City of Mobile Project No. **2026-3005-06**, in the City of Mobile, Alabama".

**PLEASE PUBLISH IN THE ISSUES APRIL 22, APRIL 29, AND MAY 06, 2026.**

# EXHIBIT "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:** 5/19/26

**Name of Project:** **Mobile River Fender System Replacement**
**Project Number:** **2026-3005-06**

**SALES TAX ACCOUNTING**

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

| | ESTIMATED SALES TAX AMOUNT |
|---|---|
| **BASE BID ITEMS:** | $ 5,200.00 |
| **ADDITIVE ALTERNATE #1:** | $ 3,500.00 |

**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

**Legal Name of Bidder** ROB'T J. BAGGETT, INC.

Mailing Address 759 HOLCOMBE AVE., MOBILE, AL 36606

***By (Legal Signature)** [signature]

*Name (type or print) CHARLES D. DICKS, JR. (Seal)

*Title PRESIDENT

Telephone Number 251-473-3290



REV.11/03/2025

# EXHIBIT "H"

# BID BOND
# LABOR AND MATERIALS BOND
# PERFORMANCE BOND

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*

Rob't. J. Baggett, Inc.
759 Holcombe Avenue
Mobile, AL 36606

**SURETY:**
*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
A MA Corporation

**OWNER:**
*(Name, legal status and address)*

City of Mobile
205 Government Street
P.O. Box 1827
Mobile, AL 36633

**BOND AMOUNT:** $ Five Percent of Amount Bid Not to Exceed Ten Thousand and 00/100 Dollars (5% NTE $10,000.00)

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Mobile River Fender System Replacement
201 S Water Street, Mobile, AL 36602
Project Number: 2026-3005-06

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.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

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User Notes:
(3B9ADA33)

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.

Signed and sealed this 8th day of May , 2026

Rob't. J. Baggett, Inc.

*(Contractor as Principal)* *(Seal)*

*(Witness)* KRISTINA NUNNALLY

*(Title)* CHARLES D. DICKS, JR., PRESIDENT

Liberty Mutual Insurance Company

*(Surety)* *(Seal)*

*(Witness)* Emily Langley

*(Title)* Mark W. Edwards, II, Attorney-in-Fact

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Mark W. Edwards, II, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:35:27 CT on 05/08/2026 under Order No. 4104251021 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Mark W. Edwards, II

*(Signed)*

Mark W. Edwards, II, Attorney-in-Fact

*(Title)*

May 8, 2026

*(Dated)*

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# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Rob't. J. Baggett, Inc. as Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million One Hundred Seven Thousand Seven Hundred Thirty Four and 00/100 Dollars ($ 1,107,734.00 ) 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 River Fender System Replacement, City of Mobile Project No.** ***2026-3005-06*** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Rob't. J. Baggett, Inc.
(Corporate Name)

BY: _____
(Signature)

ATTEST: Kristina M. Nunnally
(Signature)

CHARLES D. DICKS, JR.
(Print)

KRISTINA M. NUNNALLY (Print)

ITS: _____

ITS: PRESIDENT
(Title)

Liberty Mutual Insurance Company
(Surety sign here) (Corporate name)

BY: Mark W. Edwards II
(Signature)

ATTEST: Alisa B Ferris
(Signature)

Mark W. Edwards, II
(Print)

Alisa B. Ferris (Print)

ITS: Attorney-in-Fact
(Title)

ITS: Senior Vice President - Surety

**Corporate Seal**

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

**By:** _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

**By:** _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

**By:** _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

# PERFORMANCE BOND

**KNOW ALL MEN:** That we Rob't. J. Baggett, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
(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 One Million One Hundred Seven Thousand Seven Hundred Thirty Four and 00/100 dollars ($ 1,107,734.00 ), 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 River Fender System Replacement, City of Mobile Project No.** ***2026-3005-06.*** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Rob't. J. Baggett, Inc.
(Corporate Name)

BY: _____
(Signature)

ATTEST: Kristina M. Nunnally
(Signature)

CHARLES D. DICKS, JR.
(Print)

KRISTINA M. NUNNALLY (Print)

ITS: PRESIDENT
(Title)

ITS: _____
(Title)

Liberty Mutual Insurance Company
(Surety sign here) (Corporate name)

BY: Mark W. Edwards II
(Signature)

ATTEST: Alisa B Ferris
(Signature)

Mark W. Edwards, II
(Print)

Alisa B. Ferris (Print)

ITS: Attorney-in-Fact
(Title)

ITS: Senior Vice President - Surety
(Title)

**Corporate Seal**

**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.

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

**By:** _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

**By:** _____
Teresa Pastella, Notary Public

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

**By:** _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

# EXHIBIT "I"

# WAIVER OF DBE GOAL

City of Mobile

Office of Supplier Diversity

# Request of Waiver of DBE Goal

*The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.*

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

**This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.**

City of Mobile
Office of Supplier Diversity

# REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# Project No.2026-3005-06 Current Date 5 / 4 / 26

Project Description Mobile River Fender System Replacement - COM Project No 2026-3005-06

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Due to the specific and specialized nature of the scope of work, as well as the urgent timeline working around the cruise line, a waiver of DBE . The requirements for contractors needed to complete this project must meet certain qualifications.

These contractors do not qualify as DBE.

**Requested By (Department Director)**

John Forrester — City Engineer — 05/05/2026
(Signature) (Title) (Date)

(251) 208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

**Reviewed By (Office of Supplier Diversity)**

Kendrick Small — Small Business Dev. Mgr. — 5/5/2026
(Signature) (Title) (Date)

**Approved By (CAO)**

# EXHIBIT "J"
## GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

## GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

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) 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. 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.

5. 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.

6. 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.

7. 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.

8. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the approved amount of each item to complete the project.

9. 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).

10. 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).

11. All equipment shall be in good mechanical working order. If not, the Project Inspector can require

removal from the project.

12. 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.

13. 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.

14. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

15. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

# EXHIBIT "K"
# CONSENT OF SURETY COMPANY TO FINAL PAYMENT AND CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEEDS

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE**
**CITY PROJECT NO. 2026-3005-06**
**MOBILE RIVER FENDER SYSTEM REPLACEMENT**

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_____



REV.11/03/2025

PROJECT: **CITY OF MOBILE**
**CITY PROJECT NO. 2026-3005-06**
**MOBILE RIVER FENDER SYSTEM REPLACEMENT**

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.

EXCEPTION(S): (If none, write none)_____
_____
_____
_____
_____

---

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____



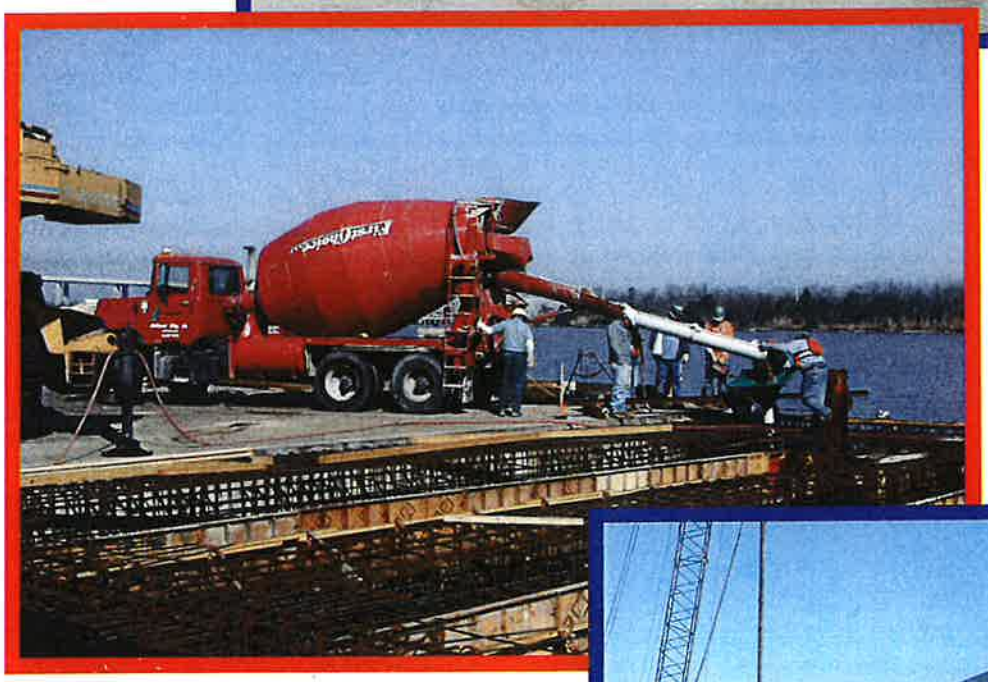
REV.11/03/2025

ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC

# Heavy Marine Jobs Completed in Recent Years

| Contract Amount | Customer | Project Description | Year Completed |
|---|---|---|---|
| | | | |
| $5,336,493.00 | GA WEST | WHARF & COMBI WALL | 2026 |
| $824,600.00 | GA WEST | BLAKELY BOAT WORKS | 2024 |
| $7,257,525.00 | CHART | CONSTRUCT WHARF & RAMP | 2024 |
| $797,258.00 | MILLARD | MILLARD DOCK EXPANSION JOINTS & BULKHEAD REPAIRS | 2023 |
| $15,524,672.00 | HII INGALLS | INSTALL DRYDOCK MOORINGS PHASE 2 | 2023 |
| $431,495.00 | ALABAMA BULK TERMINAL | DOCK REPAIR | 2021 |
| $42,000,000.00 | ALABAMA STATE PORT AUTHORITY | AUTOMOTIVE RO/RO SITE/CIVIL IMPROVEMENTS AND WHARF REHABILITATION | 2021 |
| $1,111,942.00 | ALABAMA STATE PORT AUTHORITY | RORO BREASTING DOLPHIN | 2021 |
| $15,000,000.00 | ALABAMA STATE PORT AUTHORITY | APM TERMINAL DOCK EXPANSION | 2020 |
| $15,338,215.00 | ALABAMA STATE PORT AUTHORITY | APMT DOCK EXTENSION AND PHASE 3 YARD EXPANSION | 2020 |
| $1,600,000.00 | HII INGALLS | EAST BANK PIER A MODIFICATIONS | 2020 |
| $9,869,436.00 | HII INGALLS | INSTALL DRYDOCK MOORINGS 2A / 2B (PHASE 2) | 2020 |
| $8,276,874.00 | HII INGALLS | INSTALL DRYDOCK MOORINGS 1A / 1B (PHASE 1) | 2018 |
| $494,879.00 | ALABAMA STATE PORT AUTHORITY | Pier "C" North Rehabilitation Berth 3 Fender Alignment | 2014 |
| $761,000.00 | ALABAMA STATE PORT AUTHORITY | Head of Slip B Bulkhead Replacement Phase 2 | 2013 |
| $1,850,000.00 | Cowles, Murphy, Glover | Blue Creek Coal Terminal - Bulkhead Repairs | 2013 |
| $12,433,317.00 | Thompson Engineering (Austal) | Austal - Bay No. 5 Assembly | 2012 |
| $6,850,000.00 | ThyssenKrupp | River Terminal Berths 4 and 5 | 2012 |
| $949,651.00 | Millard Refrigerated | Breasting and Mooring Dolphins | 2011 |
| $63,390,771.00 | Northrop Grumman | West Bay 6 & 7 | 2011 |







# Waterfront Work

ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC.

**ASPA – APM TERMINAL EXPANSION – PHASE 4**
**WHARF & COMBI WALL**

G.A. WEST

COMPLETED 2026

$5,336,493.00

SCHEDULE:
ON TIME

OWNER CONTACT:
KRISTIAN ROE
251-410-6270

ENGINEER:
APTIM
STAN GOTTLIEB
251-344-1913

Installation of batter piles and a sheet pile bulkhead across a marine slip including:

- 900 lf of a king pile concrete cap
- 1,500 cy dock expansion







ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC.

## MARINE STRUCTURES – CLEAN ENERGY

## GULF LNG ENERGY

COMPLETED 2010

•

$29,717,200.00

SCHEDULE:
ON TIME

DELIVERY METHOD:
DESIGN BUILD

The purpose of the LNG Clean Energy Project was to provide a new, long-term and timely source of natural gas to markets in the United States. To accomplish this they needed to construct and operate a new LNG import terminal in the Port of Pascagoula in Jackson County, Mississippi that would include marine facilities for LNG ship unloading, LNG storage, and vaporization. Gulf LNG would also need to construct a new natural gas send out pipeline to deliver natural gas to three points of interconnection along the pipeline route.

- 46,000 lf 54" concrete Pile Installation and 7,000 CY Concrete Installation – All over Water at 30' Elevation
- 52'x145' Long Cylinder Piles
- 26,000 CY Cast in place Concrete
- Loading Structure – Adjustable
- Can Handle 245,000 Metric Ton Capacity Ship









# Northrop Grumman Shipbuilding
# Bays 6 & 7





MISSISSIPPI'S TOP PROJECTS

# 4 West Bay 6 & 7, Pascagoula, Miss.

**COST: $63 MILLION**



**Key Players:**

**Start/Complete dates:** August 2007/August 2009

**Owner:** Mississippi Development Authority, Jackson, Miss.

**Contractor:** R. J. Baggett Inc., Mobile, Ala.

**Engineer:** Parsons, Mobile, Ala.

**Phase I** of this project involves a 155,000-sq-ft dock expansion at the west end of the shipyard at Northrop Grumman Ship Systems' Ingalls Operations. Ingalls is located on the Pascagoula River at the Mississippi Sound, adjacent to Naval Station Pascagoula, a U.S. Navy surface combatant ship base. The shipyard has access to the Gulf of Mexico via a 350-ft-wide by 40-ft-deep, 12-mi channel, as well as rail access.

The job will use 22,000 cu yds of concrete supported by 1,500 18-in prestressed concrete piles. Since 25 percent of the job is over water, they will use support forms to pour the concrete then drive the piles, says project manager Beau Baggett.

Phase II will be the construction and installation of two Hydralift amclyde gantry cranes, one 100-ton and one 300-ton crane, that will be used to assemble the ships on the dock. The assembly of the cranes is expected to take eight months. A transition rail system will also be installed to bring the cranes to the site. The rail system will also be used to transport the ships, once assembled, to the ship yard.







ROB'T J. BAGGETT INDUSTRIAL CONSTRUCTION PLANT MAINTENANCE RJB INC.

## NORTHERN EXPANSION PROJECT – BAY 3 & 4

## AUSTAL SHIP SYSTEMS

COMPLETED 2007

•

$17,286,796.00



Contracts were executed with Thompson Engineering in late December 2004 with construction beginning immediately to build a 106,660 SF aluminum fabrication and launch facility. The facility includes a ridge frame metal building consisting of two main fabrication bays with a mezzanine between the bays and a 504 LF sheet pile/relieving platform bulkhead system

**SCHEDULE:**
**ON TIME**

**DELIVERY METHOD:**
**DESIGN BUILD**

Rob't J. Baggett, Inc. worked closely with Thompson Engineering during the design providing construction and budget analysis.

- 106,660 SF Aluminum Fabrication & Launch Facility
- Rigid Metal Frame Building
- Two Fabrication Bays with Mezzanine Between Bays
- 504LF Sheet Pile/Relieving Platform Bulkhead System







**CAPITAL CONTRACT SUMMARY SHEET**

C#5787

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Forrester, City Engineer

**Sponsored by:**
Spiro Cheriogotis, Mayor
Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Gina Gregory, Councilmember

**Purpose and Scope of Project:**
Approve contract for SPCC plans for city facilities

**Amount of Contract:**
$37,000.00

**Funding Source**
C0486

**ATTACHMENTS:**
1. 2026-3005-07 SPCC Plans for City Facilities

**REVIEWERS:**
Crystal Yates
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

# CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** Spill Prevention Control and Countermeasures (SPCC) plans

**CAPITAL PROJECT #** C0486 **DATE OF RECEIPT** 05/13/2026

**DEPT. PROJECT #** 2026-3005-07

**PROJECT DESCRIPTION**

Spill Prevention, Control, and Countermeasure ("SPCC") Plan for the following City of Mobile facilities: 770 Gayle Street, 2165 St. Stephens Road, 8080 Airport Boulevard, 1900 Hurtel Street, 5525 Commerce Boulevard, and 4901 Museum Drive (D1,2,3,7)

**CONTRACT AMOUNT** $ 37,000.00

**VENDOR NAME** Stearns, Conrad and Schmidt Consulting Engineers, Inc

**VENDOR NUMBER** 298029

**DEPT #** 3005 **DEPT NAME** Engineering

**CONTRACT ADMINISTRATOR** John Forrester

**Please Select by circling one (Type):**

| | | | |
|---|---|---|---|
| Architectural | Engineering | Testing | Professional Services |
| Construction (Unit Price)* | Construction** | ROW (Acquisitions) | |
| Performance-Contributed | Contractual | NonContractual | |

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD? Y___ N** X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

***General Construction requires Change Order for 10% overages.***

**Prepared by:** Crystal Yates **Date** 5/13/2026

Revised 5/16/2022 Tiffany Hollins

**2026**

# RESOLUTION

Sponsored by: **Mayor Spiro Cheriogotis**
**Councilmembers Cory Penn, Samantha Ingram, C.J. Small, and Gina Gregory**

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Stearns, Conrad and Schmidt Consulting Engineers, Inc, to prepare a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the following six (6) facilities: 770 Gayle Street, 2165 St. Stephens Road, 8080 Airport Boulevard, 1900 Hurtel St, 5525 Commerce Blvd and 4901 Museum Drive. The total aggregate compensation authorized under the Contract shall not exceed the amount of $ 37,000.00. A copy of said executed contract will be on file in the office of the City Clerk.

| | |
|---|---|
| Name of Company: | Stearns, Conrad and Schmidt Consulting Engineers, Inc |
| Project Name: | Spill Prevention, Control, and Countermeasure (SPCC) Plan for the following City of Mobile facilities: 770 Gayle Street, 2165 St. Stephens Road, 8080 Airport Boulevard, 1900 Hurtel St, 5525 Commerce Blvd and 4901 Museum Drive.<br>Project No. 2026-3005-07 (D1,2,3,7) |
| Estimated Cost: | **$37,000.00** |
| Adopted: | |

_____
City Clerk

# AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between the City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City," and Stearns, Conrad and Schmidt Consulting Engineers, Inc d/b/s SCS Engineers, hereinafter referred to as "Consultant."

For the following Project: Spill Prevention, Control, and Countermeasure ("SPCC") Plan for the following City of Mobile facilities: 770 Gayle Street, 2165 St. Stephens Road, 8080 Airport Boulevard, 1900 Hurtel Street, 5525 Commerce Boulevard, and 4901 Museum Drive.

The Owner and Consultant agree as set forth below:

## 1.0 CONSULTANT'S SERVICE

The Consultant's services shall consist generally of drafting a SPCC Plan for the following City of Mobile facilities: 770 Gayle Street, 2165 St. Stephens Road, 8080 Airport Boulevard, 1900 Hurtel Street, 5525 Commerce Boulevard, and 4901 Museum Drive as described herein for a **Lump Sum** basis, not to exceed **Thirty-Seven Thousand and 00/100 Dollars ($37,000.00).**

**1.1** The Consultant's services shall be as stated in the attached three-page Proposal for Spill Prevention, Control and Countermeasures Plan as accepted by the City of Mobile, and dated February 26, 2026.

**1.2** 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.

## 2.0 OWNERS'S REPRESENTATIVE

**2.1** The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Director of Environmental Services or the Director's designated representative.

## 2.2 CONSULTANT IN CHARGE

Individual: Stephen D. Stewart, PE, PMP
Firm Name: SCS Engineers, Inc.
Address: 1 St louis Street, Suite 1001
Mobile, Alabama 36602
Phone: 251-283-6640

## 3.0 GENERAL REQUIREMENTS

The Consultant will schedule a site visit within **fourteen (14)** days after receiving the Notice to Proceed (NTP). The Consultant will conduct site visits over a **two (2) day** period for all six facilities. **Within twenty-one (21) days** following the site visits, the Consultant will provide a draft plan. After receiving comments from the city, the Consultant will submit both physical and electronic copies of the final Spill Prevention, Control, and Countermeasure (SPCC) Plan within **seven (7) days.**

**3.1** The Owner and the Consultant, respectively, bind themselves, their successors and assigns 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.

**3.2** 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 Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

**3.3** Indemnification. The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Consultant or the Consultant's agent, consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under §41-9A-3, Code of Alabama (1975) or subsequent codifications thereof.

**3.4** Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

**3.5** 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.

**3.6** The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

**3.7** Payment will be made to the Consultant upon completion of the Work, as specified in the Proposal.

**3.8** 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.

## 4.0 CONTRACT DOCUMENTS

**4.1** The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. SPCC Plan Proposal, dated Feb 26, 2026 - 3 pages
2. This Instrument (Agreement) – 5 pages with 3-page proposal,
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

**4.2** This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

## 4.3 DISPUTE RESOLUTION

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

## 5.0 IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment,

or continue to employ an unauthorized alien within the State of Alabama. 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.

**6.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING 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.

**7.0** Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

**8.0** Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

**9.0** The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

**10.0** The Consultant agrees that upon material breach of any of the covenants and agreements herein contained, and having given Consultant ten (10) business days written notice and opportunity to commence curing such material breach, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

**11.0** All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

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

**Consultant**:
SCS Engineers, Inc.
1 St. Louis Street Suite 1001
Mobile, Alabama 36602

**Copy to**:

City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

**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 full authority and the Consultant by such duly authorized officers or individuals as may be required by law.

**(Corporate Seal if applicable)**

**CONSULTANT: SCS Engineers, Inc.**

Steven D. Stewart
Signature

Steven D. Stewart
Printed Name and Title
Date:
VP, Project Director

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Steven Stewart as VP, Project Director of SCS Engineers, 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 SCS Engineers, Inc.

Sworn to and subscribed for me this 6 day of May 2026.

Angela A. Davidson
NOTARY PUBLIC
My Commission Expires: 09-06-2027

[SEAL]

ANGELA A. DAVIDSON
Notary Public
Alabama State at Large

**CITY OF MOBILE, a Municipal Corporation**

Signature

Mayor Spiro N. Cheriogotis
Printed Name and Title
Date:

ATTEST:

**Exhibit 1**

**City of Mobile Insurance Requirements**
**Consultant**

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

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. 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.

C. 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 Consultant.

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.

D. 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.

E. 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.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENTS

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).

**Waiver of Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

**Additional Insured** - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

**Primary Insurance** - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

**Notice of Cancellation** - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance - General** – Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

February 26, 2026
File No. OP090817.25

Mr. Brian Mabry
City of Mobile – Engineering Department
Environmental Services
205 Government Street
Mobile, Alabama 36602

Email: Brian.Mabry@cityofmobile.org

Subject: Proposal for Spill Prevention, Control, and Countermeasures Plan
City of Mobile Facilities – See Below

Dear Mr. Mabry:

SCS Engineers (SCS) is pleased to present this proposal to prepare a Spill Prevention, Control, and Countermeasures (SPCC) Plan for the referenced facilities below. This proposal presents the project background, our proposed scope of services, assumptions, schedule, estimated fees, and authorization procedure for our services.

## PROJECT BACKGROUND

Based on a conversation with the City of Mobile Environmental Services Manager, Mr. Brian Mabry, the City of Mobile's existing SPCC Plans need to be updated as required for compliance with Title 40 Code of Federal Regulations (CFR) Part 112. The facilities identified for compliance with SPCC regulations include:

- Fire Station #6 – 5525 Commerce Blvd
- Hurtel Sanitation Facility – 1900 Hurtel Street
- Langan Park Refueling Station – 4901 Museum Drive
- Police Department 3rd Precinct Facility – 2165 St. Stephens Road
- Public Safety Complex – 8080 Airport Blvd
- Public Works Department – 770 Gayle Street

## SCOPE OF SERVICES

### Preparation of a Spill Prevention, Control, and Countermeasures Plan

SCS proposes to prepare an SPCC Plan for each of the six (6) sites listed above. Preparation of the SPCC Plans will include the following activities:

- A site visit to each facility across a two-day period that will include a review of site conditions, layout, and documentation available on site (if applicable).
- Interviews with personnel familiar with site operations and transfers of oil to and from the storage containers and vehicles.
- Review of drainage features and structures that are potentially subject to releases from petroleum storage areas and documentation of the direction of potential discharge.

- Review of petroleum storage areas and documentation for containers as well as secondary containment.
- Documenting secondary and diversionary containment structure construction and volumes for inclusion into the SPCC plan.
- Evaluation of the facility inspection and training procedures and recommending changes, if necessary.
- Providing recommendations for any areas that need modification for compliance. It will be the responsibility of City of Mobile to make the necessary modifications prior to the SPCC Plan being issued.
- Preparation of a SPCC Plans consistent with current Title 40 CFR Part 112 regulations.

**Deliverable**

SCS Engineers will provide City of Mobile with a draft electronic version of the six (6) SPCC Plans for review and comment. Upon incorporation of comments by the City of Mobile, one electronic copy and two hard copies of the final SPCC Plan, for each of the six (6) sites, signed and sealed by a licensed Professional Engineer will be provided.

## SCHEDULE

SCS will schedule a site visit within two weeks after receiving the notice to proceed (NTP). SCS will conduct site visits across a two-day period for all six facilities. SCS will prepare a draft SPCC Plan within three weeks following the site visit for review and comment. A final SPCC Plan will be provided within one week once comments are received from the City of Mobile.

## ESTIMATED FEES

Based on our understanding of the project requirements, we propose to perform the scope of services described in this proposal for the *lump sum* of **$37,000**. Invoices will be submitted upon completion.

## ASSUMPTIONS & LIMITATIONS

The SPCC Plan will cover only the regulatory requirements as specified at 40 CFR Part 112 and subsequent amendments.

- This proposal is valid for 90 days.
- SCS is not responsible for project delays outside of its control.
- SCS will have access to all petroleum storage areas at the time of the site visit.
- The facility will promptly supply information requested by SCS Engineers in support of preparation of the SPCC Plan.
- Incorporation of any other regulatory requirements for a facility response plan (FRP) , or company specific requirements may result in additional costs and require additional time to incorporate.

## AUTHORIZATION

SCS' services for this project will be performed on a lump sum basis for the fees shown above. SCS assume that this work order will be governed by the City of Mobile's standard contract terms and conditions, which will need to be reviewed and agreed upon by both parties prior to execution of the work order.

If you have any questions regarding the information contained herein, or if we can be of additional service, please contact the undersigned at 251-554-0141. If the scope of services, schedule, and fee are acceptable, please provide a work order and written authorization to proceed.

Sincerely,

Jordan Leech, P.G., MSCE
Project Manage
SCS Engineers

Steven D. Stewart, PE, PMP
Project Director
SCS Engineers

JML/SDS

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

| | |
|---|---|
| Employer<br>Stearns Conrad & Schmidt Consulting Engineers | |
| Name (Please Type or Print)<br>Alicia Day | Title |
| Signature<br>Electronically Signed | Date<br>May 26, 2020 |
| E-Verify Employer Agent<br>TALX Corporation | |
| Name (Please Type or Print)<br>Aly Loewenstein | Title |
| Signature<br>Electronically Signed | Date<br>May 26, 2020 |
| Department of Homeland Security - Verification Division | |
| Name<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>May 26, 2020 |

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | Stearns Conrad & Schmidt Consulting Engineers |
| Company Facility Address | 3900 Kilroy Airport Way<br>Suite 100<br>Long Beach, CA 90806 |
| Company Alternate Address | 3900 Kilroy Airport Way<br>Suite 100<br>Long Beach, CA 90806 |
| County or Parish | Los Angeles |
| Employer Identification Number | 54-0913440 |
| North American Industry Classification Systems Code | Professional, Scientific, And Technical Services (541) |
| Parent Company | |
| Number of Employees | 500 to 999 |
| Number of Sites Verified for | 69 |

# CERTIFICATE OF LIABILITY INSURANCE

3/31/2027

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 Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>8110 E Union Ave., Ste. 100<br>Denver CO 80237<br>denver-certs@lockton.com | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED 1518389<br>SCS Engineers<br>3900 Kilroy Airport Way, Ste 300<br>Long Beach, CA 90806-6852 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Zurich American Insurance Company — 16535<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 23414305 **REVISION NUMBER:** XXXXXXX

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 | GLO 0112778-11 | 3/31/2026 | 3/31/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X X,C,U Included | | | | | | MED EXP (Any one person) | $ 25,000 |
| | X Contractual Liab | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | N | Y | BAP 0112780-11 | 4/1/2026 | 4/1/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | UMBRELLA LIAB OCCUR | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ XXXXXXX |
| | DED RETENTION $ | | | | | | | $ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | Y | WC0112779-11 | 4/1/2026 | 4/1/2027 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) 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: Location: 09 - Southeast. Job Number: 90000005.09. Job Description: SPCC plan for six facilities located in Mobile, AL. City of Mobile and their officers, directors and employees are Additional Insured(s) as per the attached endorsement or policy language upon execution of an agreement. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language.

**CERTIFICATE HOLDER**

23414305
City of Mobile
PO Box 1827
Mobile, AL 36633

**CANCELLATION** See Attachments

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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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.

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 archnique.kidd@cityofmobile.org.**

City of Mobile
Office of Small Business Development

**REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other 2026-3005- 07 Current Date 05 /05/ 2026

Project Description: Spill Prevention Control and Counter Measures for 6 Facilities

Total Estimated Value of the Project: $37,000.00

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.

It is not possible to break out 15 percent from this contract, as the work will be completed within a matter of days by the same contractor. SPCC plans are highly technical documents that should be handled by a single individual to ensure they are precise and consistent, helping the city maintain regulatory compliance and thus being able to continue storing fuel at City facilities without interuption.

John Forrester
**Requested By (Department Director)**

(Signature) City Engineer (Title) 5/5/2026 (Date)

(251) 591-9100
**Telephone Number**

Forresterj@cityofmobile.gov
**Email Address**

**Reviewed By (Office of Small Business Development)**

Archnique Kidd (Signature) Small Business Development Manager (Title) 5/13/2026 (Date)

**Approved** **Denied**

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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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 | Stearns, Conrad and Schmidt Consulting Engineers, Inc d/b/s SCS Engineers |
| Address | 1 St. Louis Street, Ste 1001, Mobile, Alabama, 36602 |
| Telephone | (251) 283-6440 |
| E-Mail | sstewart@scsengineers.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | City of Mobile SPCC Plans |
| Project Description | City of Mobile SPCC Plans |
| Is your company a DBE company? | Yes ☐ No ☑ |
| Work force demographics | Male 1000 Female 426 Minority 449 Non-minority 977 SDVO 19<br>Total number of Employees 1426 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Steven D. Stewart

Signature: Steven D. Stewart Date: 3/25/2026

Title: Project Director

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: N/A 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 N/A 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 |
|---|---|---|---|---|---|---|
| | | | | | | |
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OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

Subcontracting and Major Supplier Plan

## Form 2: Good Faith Effort Documentation

Name of Bidder: Stearns, Conrad and Schmidt Consulting Engineers, Inc d/ba SCS Engineers

Contact Person: Steven D. Stewart Phone: (251) 283-6440 Email: sstewart@scsengineers.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 No |
|---|---|---|
| | | **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)**

__x__ 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. _____

_____

_____




**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve proposed Bid award to Black Rain Ordnance, Inc. and Nine Lives Auction, LLC for the sale of MPD used guns.

**Amount of Contract:**
$44,910.00 and $49,215.00

**Funding Source**
NA, revenue to City General fund.

**ATTACHMENTS:**
1. 20260521 Guns Agenda Package Bids

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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: Item-Award Bid for Approval for Sale of Used Guns

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to Black Rain Ordnance, Inc. and Nine Lives Auction, LLC for the sale of MPD used guns.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $44,910.00 and $49,215.00

FUNDING SOURCE:

Budget Item: _____ 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 approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 6034

How many bidders received bid packages (if applicable): 26 +Internet

How many bidders submitted bids (if applicable): 10

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 accept and approve the below proposed Bid Awards, to the designated vendors for the specified items at the prices indicated, and, further, that the Purchasing Agent is authorized to execute sales of these items without further approval or other action by the City Council.

| Bid | Description | Number of Items | Bid Amount | Time/Renewal | Vendor(s) |
|---|---|---|---|---|---|
| 6034 | Used Guns, Lot 1 | 216 | $44,910.00 | NA | Black Rain Ordnance Inc. |
| | Used Guns, Lot 2 | 304 | $49,215.00 | NA | Nine Lives Auction LLC |

Adopted:

_____

City Clerk

# BID TABULATION FOR BID #6034
# FOR
# USED GUN AUCTION

| | GROUP 1 | GROUP 2 | FFL |
|---|---|---|---|
| NINE LIVES AUCTION | $44,620.00 | $49,215.00 | ✓ |
| MOBILE SHOOTING CENTER | $20,200.00 | $22,100.00 | NONE |
| EDDIES WHOLESALE JEWELRY & PAWN SHOP | $27,500.00 | $20,000.00 | ✓ |
| GT DISTRIBUTORS | $37,665.00 | $34,910.00 | ✓ |
| ACME SPORTS | $39,085.00 | $42,370.00 | ✓ |
| ED'S PUBLIC SAFETY | $9,720.00 | $13,725.00 | ✓ |
| BLACK RAIN ORDNANCE | $44,910.00 | $44,035.00 | ✓ |
| JUST GUNS & AMMO | $35,875.00 | $39,450.00 | ✓ |
| KINGS FIREARMS | $39,646.80 | $40,372.85 | ✓ |
| GULF STATE DISTRIBUTIONS | $41,456.00 | $40,595.00 | ✓ |

# ADDENDUM 2

March 20, 2026

**RE: CITY OF MOBILE BID #6034 FOR USED GUN AUCTION**

Remove the following item from Bid #6034 For Used Gun Auction:

Lot 1

Remove Line #38 Glock 19 S/N: WSY263

Lot 2

Remove Line #404 Ruger LCP S/N: 371526073

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

# ADDENDUM

March 16, 2026

**RE: CITY OF MOBILE BID #6034 FOR USED GUN AUCTION**

**Please consider the following to be Addendum to City of Mobile Bid #6034 for Used Gun Auction.**

Please replace the original gun list sent with the bid, with the attached replacement lists.

Upon review, we found a number of guns that we could not release as they were not resalable, or not legal to release, and which managed to get past the original review for release.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

| # | MAKE | MODEL | CALIBER | SERIAL NUMBER |
|---|---|---|---|---|
| | | | | |
| 1 | Smith and Wesson | 10-7 Revolver | .38 Special | AVZ5998 |
| 2 | Smith and Wesson | 586 Revolver | .357 Magnum | AEN2468 |
| 3 | Glock | 43 | 9mm | ACBT651 |
| 4 | Smith and Wesson | 40VE | .40 Caliber | RBE1079 |
| 5 | Taurus | PT 111 G2 | 9mm | TK041539 |
| 6 | Taurus | G2C | 9mm | TL079790 |
| 7 | Taurus | 709 Slim | 9mm | TJX23918 |
| 8 | Armorlite | M-15 | 5.56 x 45 NATO | US358964 |
| 9 | Taurus | G3 | 9mm | ABN346433 |
| 10 | Kahr | CW380 | .380 Caliber | RJ6626 |
| 11 | Smith and Wesson | 5906 | 9mm | TCR9656 |
| 12 | Glock | 40 Gen 4 | 10mm | BFUL779 |
| 13 | Taurus | 85 Revolver | .38 Special | JT97102 |
| 14 | Smith and Wesson | 40VE | .40 Caliber | DUF0179 |
| 15 | IMI | Desert Eagle | 9mm | 135506 |
| 16 | Ruger | Ruger-57 | 5.7 x 28mm | 641-42728 |
| 17 | SCCY | CPX-1 | 9mm | C112000 |
| 18 | Smith and Wesson | M&P 40 | .40 Caliber | DSH6128 |
| 19 | Benelli | Super Black Eagle 3 | 20 GA | XO70712M |
| 20 | Browning | X Bolt | .243 WIN | 11665ZX354 |
| 21 | Benelli | Nova | 12 GA | Z740634R14 |
| 22 | Remington | 770 | 30-06 | M71716332 |
| 23 | SCCY | CPX-1 | 9mm | C209101 |
| 24 | Diamondback | DB380 | .380 Caliber | ZD1801 |
| 25 | Beretta | Nano | 9mm | NU151472 |
| 26 | Century Arms | Tantal Sporter | 5.45 x 39mm | 1993 LZ5516 |
| 27 | Canik | TP9 SFX | 9mm | T647220BC69587 |
| 28 | FNH | FNX-9 | 9mm | FX1UO19997 |
| 29 | Glock | 19 | 9mm | BVGT890 |
| 30 | Beretta | PX4 Storm | 9mm | PX135528 |
| 31 | Ruger | PC Charger | 9mm | 91355233 |
| 32 | Ruger | AR-556 | 5.56 x 45 NATO | 859-21665 |
| 33 | Glock | 44 | .22 Caliber | AFGB151 |
| 34 | Sarsilmaz | B6 | 9mm | T1102-21E53211 |
| 35 | American Tactical | Omni Hybrid | Multi | NS032616 |
| 36 | Smith and Wesson | SD 40VE | .40 Caliber | FXL9661 |
| 37 | Glock | 19 Gen 5 | 9mm | BUBS538 |
| 38 | Glock | 19 | 9mm | WSY263 |
| 39 | Smith and Wesson | SD 40 | .40 Caliber | HEZ5877 |
| 40 | Glock | 27 | .40 Caliber | RBR776 |
| 41 | Glock | 43 | 9mm | AGPD998 |
| 42 | Glock | 27 | .40 Caliber | BWKA542 |

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|---|---|---|---|---|
| 43 | Winchester | 70 | 30-06 | G1400220A |
| 44 | Winchester | 140 | 12 GA | N952943 |
| 45 | ATAC Defense | ADBP | .556 x 45 NATO | BP00223 |
| 46 | Taurus | G3 | 9mm | ABH802456 |
| 47 | Glock | 26 | 9mm | AFXV777 |
| 48 | Glock | 27 | .40 Caliber | NWT887 |
| 49 | Glock | 22 | .40 Caliber | RHA430 |
| 50 | Anderson Manufacturing | AM-15 | Multi | 20250713 |
| 51 | Para USA | 1911 Expert Carry | .45 Auto | K050640 |
| 52 | Smith and Wesson | M&P 9 | 9mm | HMD5629 |
| 53 | Taurus | PT 111 G2A | 9mm | TL090385 |
| 54 | Glock | 21 | .45 Auto | UHX398 |
| 55 | Springfield | XD | .45 Auto | XD627083 |
| 56 | Taurus | G3C | 9mm | ACC657681 |
| 57 | J. A. Industries | J.A. 380 | .380 Caliber | 458809 |
| 58 | Glock | 26 | 9mm | BEDL191 |
| 59 | Glock | 23 | .40 Caliber | NCA300 |
| 60 | HS Product/ Springfield | XD9 | 9mm | HD915004 |
| 61 | SCCY | CPX-1 | 9mm | C119180 |
| 62 | Davis Industries | P380 | .380 Caliber | AP245024 |
| 63 | Ruger | P97DC | .45 Auto | 663-28865 |
| 64 | Glock | 45 | 9mm | BSEW362 |
| 65 | Del-ton | DTI-15 | .556 x 45 NATO | R007444 |
| 66 | Smith and Wesson | M&P 15 | .556 x 45 NATO | TK84838 |
| 67 | Smith and Wesson | SD 9VE | 9mm | FDB9707 |
| 68 | Smith and Wesson | Bodyguard | .380 Caliber | KBF3670 |
| 69 | Taurus | G2C | 9mm | ACJ267273 |
| 70 | Glock | 30 | .45 Auto | LDE871 |
| 71 | Glock | 29 | 10mm | BYAK246 |
| 72 | Taurus | G3 | 9mm | ADJ661901 |
| 73 | Smith and Wesson | SD 40VE | .40 Caliber | FZW4117 |
| 74 | Charter Arms | The Pink Lady | .38 Special | 111220 |
| 75 | Taurus | PT709 Slim | 9mm | TKM67605 |
| 76 | Bushmaster | XM15-E2S | .556 x 45 NATO | ARB31955 |
| 77 | Glock | 17 | 9mm | AFKC582 |
| 78 | Glock | 27 | .40 Caliber | BLBR873 |
| 79 | Springfield | XD-9 | 9mm | BA448740 |
| 80 | Israel Arms Ltd. | M-5000 | .45 Auto | 452677 |
| 81 | Glock | 29 | 10mm | BWKC539 |
| 82 | Charter Arms | UNK | .38 Special | 414390 |
| 83 | Ruger | LC9 | 9mm | 321-82958 |
| 84 | Palmetto State Armory | Palmetto Dagger | 9mm | JJE30565 |
| 85 | Smith and Wesson | M&P 380 Shield EZ | .380 Caliber | RDJ1238 |
| 86 | Glock | 17 Gen 5 | 9mm | BSHK647 |

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|---|---|---|---|---|
| 87 | Glock | 19 Gen 4 | 9mm | YUE709 |
| 88 | Romarm/ Cugir | Draco | 7.62 x 39mm | ROA22PG4287 |
| 89 | Glock | 45 | 9mm | CAWL577 |
| 90 | Smith and Wesson | M&P Bodyguard 380 | .380 Caliber | KDN5636 |
| 91 | Glock | 17 Gen 5 | 9mm | BPFP832 |
| 92 | Glock | 19X | 9mm | BRRG929 |
| 93 | Glock | 30S | .45 Auto | XVH892 |
| 94 | Glock | 27 | .40 Caliber | CPA875 |
| 95 | Glock | 17 | 9mm | BBDK431 |
| 96 | Romarm/ Cugir | Micro Draco | 7.62 x 39mm | ROA23PMD-42546 |
| 97 | Canik | TP9 Elite SC | 9mm | T647220CB38024 |
| 98 | Smith and Wesson | 642 Revolver | .38 Special | DDH7029 |
| 99 | Beretta | APX | 9mm | A092541X |
| 100 | Smith and Wesson | M&P 380 Shield EZ | .380 Caliber | RDV8361 |
| 101 | Glock | 22 Gen 4 | .40 Caliber | PZE098 |
| 102 | Glock | 26 | 9mm | AGST208 |
| 103 | Glock | 43X | 9mm | BRSN488 |
| 104 | ATI | GSG-16 | .22 Caliber | A900514 |
| 105 | Glock | 41 Gen 4 | .45 Auto | BYAT269 |
| 106 | Taurus | GX4 | 9mm | 1GA04953 |
| 107 | Glock | 26 | 9mm | BRRS284 |
| 108 | Glock | 45 | 9mm | BSZX270 |
| 109 | Romarm/ Cugir | Micro Draco | 7.62 x 39mm | ROA23PMD-42792 |
| 110 | Glock | 34 Gen 4 | 9mm | HBP370 |
| 111 | Romarm/ Cugir | Draco | 7.62 x 39mm | ROA22DG-7174 |
| 112 | Glock | 45 | 9mm | BTUF624 |
| 113 | American Tactical Imports- ATI | Omni Hybrid | Multi | NS374485 |
| 114 | Cobra | Derringer | .38 Special | CT138068 |
| 115 | ROMARM/CUGIR | DRACO | 7.62 x 39mm | DF-5562-20ROA |
| 116 | CENTURY ARMS | RAS47 | 7.62 x 39mm | RAS47058946 |
| 117 | PARS-MFG - TY (PSM) | Bulldog | 12 GA | 12BD20-2208 |
| 118 | Smith and Wesson | M&P 15 | 5.56mm NATO | TH62528 |
| 119 | Jennings | Bryco 59 | 9mm | 603575 |
| 120 | SCCY | CPX-2 | 9mm | 884441 |
| 121 | Davis | P-380 | .380 Caliber | APO73238 |
| 122 | Ruger | SR40C | .40 S&W | 34394131 |
| 123 | Smith and Wesson | 40VE | .40 S&W | DSE3075 |
| 124 | ROMARM/CUGIR | MICRO DRACO | 7.62 x 39mm | PF-3306-2020ROA |
| 125 | Glock | 23 Gen 4 | .40 S&W | AAMZ571 |
| 126 | Taurus | 85 View | .38 Special | HT26562X |
| 127 | Smith and Wesson | M&P | .40 S&W | MPA3665 |
| 128 | LORCIN ENGINEERING | L25 | .25 Auto | 308023 |
| 129 | Imperial Metal Products | IMP | .22 LR | 108272 |
| 130 | ROMARM/CUGIR | DRACO | 7.62 x 39mm | DB-2992-17RO |

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|---|---|---|---|---|
| 131 | Ruger | SR45 | .45 ACP | 38046516 |
| 132 | Taurus | PT709 SLIM | 9mm | TJT93299 |
| 133 | Beretta | Pico | .380 Caliber | PC040781 |
| 134 | Glock | 19 Gen 4 | 9mm | BLCH941 |
| 135 | SARSILMAZ | SAR 9 | 9mm | T1102-21BV55493 |
| 136 | Taurus | PT 92 AF | 9mm | TFU79568 |
| 137 | Glock | 23 | .40 S&W | BDGA859 |
| 138 | American Tactical Imports | Omni Hybrid | Multi | NS125772 |
| 139 | Keltec | PF9 | 9mm | RR1S52 |
| 140 | FMK FIREARMS INC. | Elite | 9mm | BB17073 |
| 141 | Harrington and Richardson | 732 Revolver | .32 S&W | AX148545 |
| 142 | Rossi | M68 Revolver | .38 Special | AA062087 |
| 143 | Raven Arms | MP-25 | .25 Caliber | 681226 |
| 144 | Ruger | LC9 | 9mm | 324-32805 |
| 145 | American Tactical Imports | Omni Hybrid | Multi | NS028554 |
| 146 | Springfield | XD45 | .45 ACP | US761864 |
| 147 | Glock | 23 | .40 S&W | WKG346 |
| 148 | ROSSI | M88-2 | .38 Special | VJ47843 |
| 149 | Glock | 19X | 9mm | BTRS116 |
| 150 | Ruger | Security 9 | 9mm | 383-85913 |
| 151 | Glock | 19 Gen 5 | 9mm | BTDR398 |
| 152 | Glock | 26 Gen 5 | 9mm | AFMH554 |
| 153 | Diamondback Arms Inc. | DB-15 | Multi | DB2446693 |
| 154 | Glock | 43X | 9mm | BRZV266 |
| 155 | Glock | 26 Gen 5 | 9mm | AEVV258 |
| 156 | Glock | 27 | .40 S&W | AFPE157 |
| 157 | Glock | 19 | 9mm | BTPB180 |
| 158 | Hi-Point | C9 | 9mm | P1862861 |
| 159 | SWD | RTO | .45/410 | M00014083 |
| 160 | JIMENEZ ARMS INC. | J.A. Nine | 9mm | 410017 |
| 161 | Taurus | PT111 G2 Millennium | 9mm | TIZ17073 |
| 162 | Glock | 43 | 9mm | ADZC476 |
| 163 | Glock | 27 Gen 4 | .40 S&W | XLE495 |
| 164 | SCCY | CPX-2 | 9mm | 292505 |
| 165 | American Tactical Imports | Milsport | Multi | MSA036457 |
| 166 | Taurus | PT 24/7 Pro DS | .40 S&W | SCN01207 |
| 167 | Glock | 17 Gen 4 | 9mm | BFSE370 |
| 168 | Taurus | G3C | 9mm | ABG659274 |
| 169 | Glock | 23 | .40 S&W | RVW906 |
| 170 | Bryco Arms | 59 | 9mm | 603918 |
| 171 | Glock | 19 | 9mm | AEER321 |
| 172 | Glock | 17 Gen 4 | 9mm | RVF770 |
| 173 | Ruger | EC9-S | 9mm | 453-84139 |
| 174 | SCCY | CPX-1 | 9mm | 868158 |

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|---|---|---|---|---|
| 175 | Heritage | Rough Rider 22 | .22 LR | W74685 |
| 176 | Glock | 17 | 9mm | BFKX798 |
| 177 | Kimber | Custom Target II | .45 ACP | K484675 |
| 178 | Extar | EP9 | 9mm | P06676 |
| 179 | Smith and Wesson | SD9 | 9mm | FZT4494 |
| 180 | Glock | 23 Gen 4 | .40 S&W | KPC827 |
| 181 | Chinese- CN | SKS | 7.62 x 39mm | 12250943 |
| 182 | Ruger | LCP II | .380 Caliber | 380276154 |
| 183 | Taurus | PT1911 | .45 ACP | NIT06407 |
| 184 | Beretta | 92S | 9mm | X44859Z |
| 185 | Taurus | PT111 G2 Millennium | 9mm | TKT28922 |
| 186 | Ruger | LCR Revolver | .357 Magnum | 546-89813 |
| 187 | Keltec | P3AT | .380 Caliber | LHB39 |
| 188 | Bryco Arms | Model 38 | .380 Caliber | 109243 |
| 189 | Stevens | 86C | .22 LR | N/A |
| 190 | Colt | Government MK IV | .45 ACP | SS37690 |
| 191 | Jiminez Arms | JA-380 | .380 Caliber | 391655 |
| 192 | Taurus | Ultra-Lite Revolver | .38 Special | AN25799 |
| 193 | Taurus | TH9 | 9mm | TMA09183 |
| 194 | Glock | 17 | 9mm | BBHF328 |
| 195 | Beretta | 92FS | 9mm | BER184726 |
| 196 | Taurus | G2C | 9mm | TMA18154 |
| 197 | SCCY | CPX | 9mm | 698200 |
| 198 | ROHM | RG38S Revolver | .38 Special | 207993 |
| 199 | Bersa | Thunder 22 | .22 LR | K61940 |
| 200 | Taurus | G2C | 9mm | TLP08742 |
| 201 | Palmetto State Armory | PA15 | Multi | SCD685702 |
| 202 | Glock | 19X | 9mm | BSXY014 |
| 203 | Hi-Point | C9 | 9mm | P1828951 |
| 204 | Sig Sauer | P365 | 9mm | 66B360886 |
| 205 | Taurus | G3 | 9mm | ABH802668 |
| 206 | Glock | 22 | .40 S&W | KNU590 |
| 207 | Glock | 19X | 9mm | BURM162 |
| 208 | Taurus | Spectrum | .380 Caliber | 1F020625 |
| 209 | Palmetto State Armory | PA15 | Multi | P1062636 |
| 210 | Glock | 17 | 9mm | BBRG673 |
| 211 | Smith and Wesson | 12 Airweight Revolver | .38 Special | D379748 |
| 212 | Glock | 19 | 9mm | AFSG626 |
| 213 | ROMARM/CUGIR | DRACO | 7.62 x 39mm | DA-5372-15RO |
| 214 | RUGER | AR-556 | Multi | 850-61704 |
| 215 | J.C. HIGGINS | 58318 | 16 GA | N/A |
| 216 | Smith and Wesson | SD40 | .40 S&W | FDX9624 |

| # | MAKE/ MODEL/ CALIBER | SERIAL NUMBER |
|---|---|---|
| 217 | FIE Mod Titan .25 Cal Pistol | D847030 |
| 218 | HI-Point Mod CF380 .380 Cal Pistol | P769462 |
| 219 | Glock Mod 22 .40 Cal Pistol | WPC691 |
| 220 | Taurus Mod Ultra-Lite .38 SPL Cal Revolver | DT47478 |
| 221 | Kimber Mod Ultra Carry II .45 Cal Pistol | KU108982 |
| 222 | Arminius .22 Cal Revolver | 39376 |
| 223 | Jiminez Arms Mod JA32 .32 Cal Pistol | 124427 |
| 224 | HI-Point Mod 9C 9mm Pistol | P1676766 |
| 225 | Smith & Wesson Mod SD40VE .40 Cal Pistol | FXN7291 |
| 226 | Taurus Mod The Judge .45/410 Cal Revolver | BU665146 |
| 227 | Stevens Mod 15A .22 Cal Rifle | N/A |
| 228 | Glock Mod 19 9mm Pistol | 4225LAV |
| 229 | New Havenb Mod 600AT 12 Ga Shotgun | H338985 |
| 230 | Rossi .357 Cal Revolver | BS626087 |
| 231 | Mossberg Mod 190 16 Ga Shotgun | None |
| 232 | HI-Point Mod JHP .45 Cal Pistol | X4110060 |
| 233 | Tapco 7.62 Cal Pistol | KE1372 |
| 234 | Glock Mod 17 9mm Pistol | RVB611 |
| 235 | Sig Sauer 5.56 Cal Rifle | JS034685 |
| 236 | New Haven Mod 600AT 12 Ga Shotgun | H797154 |
| 237 | Archangle .22 Cal Rifle | 257-32909 |
| 238 | Ruger Mod 10/22 .22 Cal Rifle | 234-96514 |
| 239 | RG Mod RG23 .22 Cal Revolver | T801708 |
| 240 | Taurus Mod 738TCP .380 Cal Pistol | 77107D |
| 241 | Taurus Mod PT 24/7 Pro DS 9mm Pistol | TBR39712 |
| 242 | Smith & Wesson Mod SW40VE .40 Cal Pistol | RAU0519 |
| 243 | Sccy Mod CPX-2 9mm Pistol | 449006 |
| 244 | EIG .38 SPL Cal Revolver | 13509 |
| 245 | Taurus Mod PT 111 G2 9mm Pistol | TKM42894 |
| 246 | FIE Titan .25 Cal Pistol | B83630 |
| 247 | Ruger Mod LC9 9mm Pistol | 326-10987 |
| 248 | Taurus Mod 85 .38 SPL Cal Revolver | K098305 |
| 249 | Lorcin Mod L25 .25 Cal Pistol | 291655 |
| 250 | Taurus Mod PT 111 G2 9mm Pistol | T1074070 |
| 251 | Bryco Arms Mod Jennings Nine 9mm Pistol | 1481446 |
| 252 | Beretta Mod 950 .25 Cal Pistol | B60090 |
| 253 | Jennings Mod Nine 9mm Pistol | 1416502 |
| 254 | Taurus Mod PT140 PRO .40 Cal Pistol | SFM22893 |
| 255 | H&R .22 Cal Revolver | AH61665 |
| 256 | CDM .22 Cal Short Revolver | 275459 |
| 257 | Ruger Mod LCP .380 Pistol | 378-78765 |
| 258 | Rossi Mod 685 .38 SPL Cal Revolver | AA185651 |
| 259 | Ruger Mod LCP II .380 Cal Pistol | 380050429 |
| 260 | Lorcin Mod L380 .380 Cal Pistol | 265252 |
| 261 | Taurus Mod PT111G2 9mm Pistol | TJN01576 |
| 262 | Kel-Tec .22 Cal Pistol | WWBC88 |
| 263 | H & R .22 Cal Revolver | AU045870 |
| 264 | Smith & Wesson Mod SD9VE 9mm Pistol | FZD4811 |
| 265 | Smith & Wesson Mod SW9M 9mm Pistol | KAA1784 |

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|---|---|---|
| 266 | Charter Arms Mod On Duty .38 SPL Cal Revolver | 16-26321 |
| 267 | Taurus Mod PT104 PRO .40 Cal Pistol | SCV91658 |
| 268 | Glock Mod 17 9mm Pistol | AR526 |
| 269 | Rossi Mod 885 .38 SPL Revolver | W194363 |
| 270 | Iver Johnson Mod Cadet .38 Cal Revolver | G37138 |
| 271 | Lorcin Mod L9mm 9mm Pistol | L121351 |
| 272 | KSA Mod Crickett .22 Cal Rifle | 735991 |
| 273 | Smith & Wesson Mod M&P9 9mm Pistol | HKB2630 |
| 274 | Smith & Wesson Mod 15 .38 Cal Revolver | K971617 |
| 275 | Colt Mod SSA .45 Cal Blank Revolver | 15L41069 |
| 276 | Springfield Armory Mod XD40 .40 Cal Pistol | US159499 |
| 277 | Remington Mod 550 .22 Cal Rifle | N/A |
| 278 | Unk. Make or Model 12 Ga Rabbit ears DB Shotgun | N/A |
| 279 | Taurus Mod PT145Pro .45 Cal Pistol | ND076444 |
| 280 | Smith & Wesson Mod SD40VE .40 Cal Pistol | FZN0595 |
| 281 | Heritage Mod Rough Rider .22 Cal Revolver | 100452 |
| 282 | Davis Industries Mod P380 .380 Cal Pistol | AP358308 |
| 283 | Ruger Mod LCP 2 .380 Cal Pistol | 380102694 |
| 284 | New England Firearms Mod SBI 20 Ga Shotgun | NM283292 |
| 285 | Winchester Mod 42 410 Ga Pump Shotgun | 127997 |
| 286 | Smith & Wesson .38 Cal Revolver | 355902 |
| 287 | HI-Point Mod JHP .45 Cal Pistol | X4241062 |
| 288 | HI-Point Mod CF380 .380 Cal Pistol | P870740 |
| 289 | HI-Point Mod C9 9mm Pistol | P1807582 |
| 290 | Walther Mod CCP 9mm Pistol | WK004765 |
| 291 | HI-Point Mod C9 9mm Pistol | P1880792 |
| 292 | Taurus Mod PT738 .380 Cal Pistol | D092385 |
| 293 | Nmarlin Mod 25N .22 Cal Rifle | 6421871 |
| 294 | Maverick Mod 88 12 Ga Pump Shotgun | MV094984 |
| 295 | KEL-TEC .380 Cal Pistol | L1385 |
| 296 | Davis Industries Mod P380 .380 Cal Pistol | AP497754 |
| 297 | Rock Island Arms Mod 200 .38 SPL Cal Revolver | RIA1743861 |
| 298 | Smith & Wesson Mod Airweight .38 SPL+P Cal Revolver | DAH8881 |
| 299 | Clarke 1ST .32 Cal Revolver | 782325 |
| 300 | Glock Mod 19 9mm Pistol | YHG294 |
| 301 | Taurus Mod PT111 G2 9mm Pistol | TKR70665 |
| 302 | Titan .25 Cal Pistol | ED51502 |
| 303 | Jimenez Arms Mod JA Nine 9mm Pistol | 11553 |
| 304 | Glock Mod 19 9mm Pistol | BETF540 |
| 305 | Taurus Mod 709 Slim 9mm Pistol | TIS75663 |
| 306 | Benelli Mod Super Black Eagle 12 Ga Shotgun | U150644 |
| 307 | Iver Johnson's Mod X .22 Cal Rifle | 10421 |
| 308 | HI-Point Mod 995 9mm Rifle | B64755 |
| 309 | Taurus Mod Ultra-Lite .38 Cal Revolver | TG52109 |
| 310 | Charter Arms Mod Off Duty .38 Cal Revolver | 1081354 |
| 311 | Glock Mod 23 .40 Cal Pistol | EUE155US |
| 312 | TriStar Mod C-100 9mm Pistol | T6472-12AG02196 |
| 313 | Sccy Mod CPX-1 9mm Pistol | 22912 |
| 314 | Taurus PT 111G2 9mm Pistol | TKN83436 |
| 315 | Iver Johnson Mod 1911A1 .45 Cal Pistol | A000853 |
| 316 | ATI .22 Cal Rifle Upper Receiver Only | 14A49023 |

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|---|---|---|
| 317 | Rossi Mod 68 .38 SPL Cal Revolver | AA513062 |
| 318 | World Arms .22 Cal Derringer | W2164 |
| 319 | Beretta Mod 92FS Compact 9mm Pistol | BER720369 |
| 320 | Kel-Tec Mod PF9 9mm Pistol | SJ528 |
| 321 | Colt .32 Cal Pistol | 480007 |
| 322 | Century Arms Mod RAS47 7.62 Cal Rifle | RAS47866843 |
| 323 | Smith & Wesson Mod SD40VE .40 Cal Pistol | FYE5196 |
| 324 | Browning Mod A-Bolt .25-06 Cal Rifle | 99029NX7C7 |
| 325 | Israel Military Industry Mod 41/44 .44 Cal Pistol | 95203105 |
| 326 | Remington Mod 700 .270 Cal Rifle | C6333334 |
| 327 | Bersa Mod BP9CC 9mm Pistol | E28926 |
| 328 | Colt .32 Cal Pistol | 311J24 or 311924 |
| 329 | Taurus .357Mag Cal Revolver | Y1339742 |
| 330 | Ruger Mod Security 9 9mm Pistol | 381-44137 |
| 331 | HI-Point Mod C9 9mm Pistol | P1579505 |
| 332 | Smith & Wesson Mod M&P Shield 9mm Pistol | HVU8031 |
| 333 | SNR .357 Cal Blank Revolver | 17F64082 |
| 334 | Walther Mod P22 .22 LR Pistol | Z108239 |
| 335 | Smith & Wesson Mod Bodyguard .38 SPL+P Cal Revolver | CSX1899BG38 |
| 336 | Beretta Mod 950 .25 Cal Pistol | G37525 |
| 337 | Smith & Wesson Mod 637-2 Airweight .38 Cal Revolver | DBR1055 |
| 338 | Titan Mod Tiger .38 Cal Revolver | 831732 |
| 339 | Glenfield Mod 30A 30-30-Cal Rifle | 24017963 |
| 340 | CVS Black Powder Unk Cal Revolver | N/A |
| 341 | Taurus Mod PT111G2 9mm Pistol | TJU94482 |
| 342 | Charter Arms Mod Off Duty .38 SPL Cal Revolver | 1001040 |
| 343 | Springfield Armory Mod XD5 .45 Cal Pistol | S3331882 |
| 344 | Savage Arms Mod 88 Series F 410 Ga Bolt Action Shotgun | B477718 |
| 345 | Taurus Mod Ultra-Lite .38 Cal Revolver | IM6768 or IM6788 |
| 346 | Sccy Mod CPX-1 9mm Pistol | 681120 |
| 347 | Interarms Mod 30MI 9mm Pistol | 1837628 |
| 348 | MAB Mod Automatique .25 Cal Pistol | 66234 |
| 349 | Glock Mod 19 9mm Pistol | BCHS805 |
| 350 | Springfield/Savage Mod 67 Series E 410 Ga Pump Shotgun | C376276 |
| 351 | Smith & Wesson Mod SD 40 VE .40 Cal Pistol | FXN8148 |
| 352 | Glock Mod 19 9mm Pistol | TP680 |
| 353 | Sig Sauer Mod P365 9mm Pistol | 66A244468 |
| 354 | Cobra Mod Patriot 9mm Pistol | 00220 |
| 355 | Taurus Mod Raging Bull .44 Mag Revolver | FT633016 |
| 356 | Stevens 16 Ga Shotgun | 107B |
| 357 | Remington Mod 1100 Auto Shotgun | N768476M |
| 358 | Rossi Mod 352 .38SPL Cal Revolver | HP98093 |
| 359 | Terni 7.35 Cal Bolt Action Rifle | V7993 |
| 360 | Bersa Mod Thunder 380 .380 Cal Pistol | D94981 |
| 361 | Cobra Mod CA-380 .380 Cal Pistol | CP050389 |
| 362 | RG .38SPL Cal Revolver | 10593 |
| 363 | Interarms Mod PPH .380 Cal Pistol | N07163 |
| 364 | Colt Mod Police Positive .38 Cal Revolver | 82706 |
| 365 | Taurus Mod The Judge 410/.45 Cal Revolver | KX334602 |
| 366 | Ruger Mod LCR .22 Cal Revolver | 1540-41890 |
| 367 | Taurus Millennium Mod PT111G2 9mm Pistol | TKR83132 |

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|---|---|---|
| 368 | Ruger Mod LCP .380 Cal Pistol | 371101300 |
| 369 | HI-Point Mod C 9mm Pistol | P060545 |
| 370 | Smith & Wesson Mod M&P Bodyguard .380 Cal Pistol | KEE438 |
| 371 | Jimenex Arms Mod JA Nine 9mm Pistol | 271165 |
| 372 | Lorcin Mod L9mm 9mm Pistol | L050672 |
| 373 | Ruger Mod LC9s 9mm Pistol | 452-65120 |
| 374 | Lorcin Mod L9mm 9mm Pistol | 22162 |
| 375 | Rossi Mod 461 .357Mag Cal Revolver | TK852043 |
| 376 | H&R Mod733 .32 Cal Revolver | AF16217 |
| 377 | RG Mod RG .22 Cal Revolver | 328515 |
| 378 | Savage Arms Mod 67 Series E n 20 Ga Pump Shotgun | E686716 |
| 379 | Smith & Wesson .38 Cal Revolver | 315182 |
| 380 | Ruger Mod LCP .380 Cal Pistol | 371887277 |
| 381 | Cobra Mod CA-380 .380 Cal Pistol | CP019758 |
| 382 | Ruger Mod LCP .380 Cal Pistol | 371538184 |
| 383 | Ruby Pistol Mod Liberty .32 Cal Pistol | 43880 |
| 384 | HI-Point Mod C9 9mm Pistol | P1293381 |
| 385 | Alfa .32 Cal Revolver | N/A |
| 386 | Rohm .22 Cal Revolver | 87849 |
| 387 | Smith & Wesson Mod 37 .38 SPL Cal Revolver | J68257 |
| 388 | Sccy Mod CPX-2 9mm Pistol | 674625 |
| 389 | Harrington & Richardson Mod Premier .22 Cal Revolver | 496463 |
| 390 | Ruger Mod LCP .380 Cal Pistol | 371233568 |
| 391 | Smith & Wesson M&P Shield .40 Cal Pistol | HML3705 |
| 392 | Smith & Weson Mod 3913 9mm Pistol | TFN7073 |
| 393 | Clarke 1ST .32 Cal Revolver | 793632 |
| 394 | High Point Mod 9C 9mm Pistol | P173053 |
| 395 | Taurus Mod. PT1911 .45 Cal Pistol | NBR24270 |
| 396 | EICOL Mod Jackal Duel Compact 9mm Blank Pistol | EJCI-18100032 |
| 397 | Glock Mod 23 .40 Cal Pistol | SHT087 |
| 398 | Cobra .380 Cal Derringer | CT118550 |
| 399 | Smith & Wesson .38 Cal Revolver | 164218 |
| 400 | Bryco Arms Mod 48 .380 Cal Pistol | 581295 |
| 401 | Bryco Arms Mod 25CA .25 Cal Pistol | 1572952 |
| 402 | Cobra Mod CB9 9mm Derringer | CT131670 |
| 403 | Smith and Wesson 586 Revolver .357 Magnum | AUB8628 |
| 404 | RUGER LCP WITH BLUE PATTERN .380 caliber | 371526073 |
| 405 | BERETTA MOD 950BS W/ MAGAZINE .25 CALIBER | BER74367V |
| 406 | Heritage Rough Rider 22 Revolver | I51686 |
| 407 | Reck R14 Revolver .22 Caliber | 53951 |
| 408 | Black, Taurus .357 Magnum Revolver | EY52953 |
| 409 | SCCY CPX-1 TWO TONE 9MM Pistol | 782859 |
| 410 | Hi-Point C9 pistol 9MM | P1701941 |
| 411 | SMITH & WESSON SD9 9mm | FZW2575 |
| 412 | Taurus PT111 G2 9mm | TKN21433 |
| 413 | GLOCK 33 GEN 4 PISTOL .357 Magnum | XLY594 |
| 414 | SIG SAUER (SIG-ARMS) SP2022 9MM | 24B110949 |
| 415 | .T 01091Z 4TH ALABAMA 1-167TH INFANTRY BROWN SILVER 1911 Handgun .45 | 4ALO24 |
| 416 | Smith and Wesson SD40 handgun .40 caliber | FBF8508 |
| 417 | GLOCK 19X 9mm | BHKS454 |
| 418 | BERETTA P92FS Pistol in case 9mm | BER244668Z |

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|---|---|---|
| 419 | IVER JOHNSON CADET BLACK REVOLVER WITH WOODEN GRIPS .38 SPECIAL | G1170 |
| 420 | SILVER TAURUS PT 638 PRO SA .380 CALIBER | KER29485 |
| 421 | WOODEN GRIP ROSSI .38 SPECIAL REVOLVER | D889542 |
| 422 | BERSA THUNDER 380 W/ MISSING GRIP.380 CALIBER | 444897 |
| 423 | Smith and Wesson Model 32 Revolver w/ brown handle .32 Caliber | 32409 |
| 424 | Taurus Model 66 Revolver .357 Magnum | ZH418236 |
| 425 | Taurus PT 638 Pro SA pistol .380 caliber | KDY01905 |
| 426 | Taurus 709 Slim 9mm | TKP12402 |
| 427 | IVER JOHNSON U.S. REVOLVER CO. BREAK DOWN REVOLVER .38 caliber | 83102 |
| 428 | FN 509 9mm pistol | GKS0084719 |
| 429 | Keltec P-32 pistol .32 caliber | 49406 |
| 430 | GREY / SILVER TAURUS SPECTRUM .380 HANDGUN | 1F053455 |
| 431 | Smith and Wesson SW40 .40 caliber | PAJ4033 |
| 432 | TAURUS 856 CH REVOLVER .38 SPECIAL | MT90903 |
| 433 | Rossi M971 Revolver .357 Magnum | F130283 |
| 434 | TAURUS G2C PISTOL 9mm | TMS54587 |
| 435 | RUGER LC9 9MM | 320-89631 |
| 436 | Smith and Wesson 10-6 Revolver .38 Special | C995813 |
| 437 | Beretta PX4 Storm 9mm | PX289854 |
| 438 | Glock 19 Pistol 9mm | DEM567US |
| 439 | SMITH AND WESSON SD9VE PISTOL 9mm | FYB9404 |
| 440 | HiPoint C9 Pistol 9mm | P10045465 |
| 441 | Smith and Wesson Governor Revolver .45 ACP/ .410 | CTC0579 |
| 442 | Smith and Wesson SD40 VE .40 caliber | FZV5099 |
| 443 | Raven Arms P25 .25 Caliber | 110112 |
| 444 | Taurus PT709 Slim Pistol 9mm | TIY65796 |
| 445 | KEL-TEC PISTOL .380 caliber | L8630 |
| 446 | Smith and Wesson M&P Shield 9mm | HNL4512 |
| 447 | American Tactical Titan M1911 .45 ACP | TB115667 |
| 448 | Glock 27 Pistol .40 caliber | BCYL233 |
| 449 | Smith and Wesson 4046TSW Pistol .40 Caliber | VJL5450 |
| 450 | Smith and Wesson Bodyguard Pistol .380 Caliber | KDP1435 |
| 451 | Walther Arms PPS Pistol 9mm | AX0779 |
| 452 | JIMINEZ ARMS J.A. 22 .22 Caliber | 1275526 |
| 453 | Jiminez Arms J.A. Nine 9mm | 326271 |
| 454 | Beretta 21A Pistol .22 Caliber | BCS28451U |
| 455 | SCCY CPX-1 handgun 9mm | 454683 |
| 456 | TAURUS PT140 G2 .40 CALIBER | SMA74940 |
| 457 | Kimber Micro Carry with wooden handle pistol .380 Caliber | M0017453 |
| 458 | Smith and Wesson SD40 handgun .40 caliber | HER6666 |
| 459 | Taurus PT709 Slim Pistol 9mm | TJU61419 |
| 460 | Keltec PF-9 Pistol 9mm | SP363 |
| 461 | HECKLER AND KOCH VP9 Pistol 9mm | 224162520 |
| 462 | BERETTA 92FS Pistol 9mm | X33673Z |
| 463 | Smith and Wesson M&P Shield .40 Caliber | JFC4068 |
| 464 | Iver Johnson Hammerless Revolver .38 Special | 48731 |
| 465 | Glock 19 Pistol 9mm | MYB209 |
| 466 | Rohm RG 23 REVOLVER w/ BROWN GRIP .22 Caliber | T803429 |
| 467 | Glock 26 9mm | KCK084 |
| 468 | Cobra CA-380 Pistol .380 Caliber | CP098723 |
| 469 | COBRA ENT., INC./KODIAK IND. CA380 PISTOL W/ PINK HANDLE .380 Caliber | CP043213 |

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|---|---|---|
| 470 | Smith and Wesson 38 Black Revolver .38 Special | CCC9191 |
| 471 | Glock 17 Pistol in case 9mm | GYT478 |
| 472 | CHARTER ARMS Lavender Lady Revolver .38 Special | 1605546 |
| 473 | Astra/ Firecat .25 ACP | 881467 |
| | | |
| 475 | SMITH & WESSON/ UNK REVOLVER .38 SPECIAL | 94408 |
| 476 | Smith and Wesson/ UNK REVOLVER .38 SPECIAL | CWB6418 |
| 477 | Pink, Cobra CA-380 Pistol in blue case .380 caliber | CP048935 |
| 478 | ANDERSON MANUFACTURING AM-15 .223/5.56 | 19108204 |
| 479 | AMERICAN TACTICAL IMPORTS - ATI OMNI HYBRID MAXX .223/5.56 | NS349993 |
| 480 | CANIK TP9SF HANDGUN 9MM | 20AT23412 |
| 481 | Taurus G3 Pistol 9MM | ACE848523 |
| 482 | MASTERPIECE ARMS DEFENDER MPA30 HANDGUN 9MM | FX22599 |
| 483 | TAURUS MODEL R351 REVOLVER .38 SPECIAL | YF86612 |
| 484 | Smith and Wesson 10-10 .38 Special Revolver | CCJ9332 |
| 485 | Smith and Wesson 10-10 .38 Special Revolver | CBF5752 |
| 486 | Remington Model 870 Magnum 12 Gauge Shotgun | A080265M |
| 487 | Remington Model 870 Magnum 12 Gauge Shotgun | X216904M |
| 488 | Remington Model 870 Magnum 12 Gauge Shotgun | W872682M |
| 489 | Remington Model 870 Magnum 12 Gauge Shotgun | W892387M |
| 490 | Remington Model 870 Police Magnum 12 Gauge Shotgun | A153243M |
| 491 | Remington Model 870 Police Magnum 12 Gauge Shotgun | AB642126M |
| 492 | Remington Model 870 Police Magnum 12 Gauge Shotgun | AB642130M |
| 493 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B618297M |
| 494 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B689990M |
| 495 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B697066M |
| 496 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B697108M |
| 497 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B697112M |
| 498 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C174336M |
| 499 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C645371M |
| 500 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C839406M |
| 501 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C839416M |
| 502 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C839448M |
| 503 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C879324M |
| 504 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C879344M |
| 505 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C879357M |
| 506 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS55142U |
| 507 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS58739U |
| 508 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS70251Y |
| 509 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS87849X |
| 510 | Remington Model 870 Police Magnum 12 Gauge Shotgun | X182134M |
| 511 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B692910M |
| 512 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T011253V |
| 513 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T670824V |
| 514 | Remington Model 870 Wingmaster 12 Gauge Shotgun | V186893V |
| 515 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W215255V |
| 516 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W222137V |
| 517 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W224031V |
| 518 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W226084V |
| 519 | Remington Model 870 Wingmaster 12 Gauge Shotgun | V601854 |
| 520 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T202790V |

| | | |
|---|---|---|
| 521 | Remington Model 870 Wingmaster 12 Gauge Shotgun | S994136V |
| 522 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T660390V |

# 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: |
|---|---|---|---|
| 3/6/2026 | 6034 | Police | To Be Specified |

**This bid must be received and stamped by the Purchasing office not later than:** 12:01 p.m., Friday, March 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 |
|---|---|---|---|---|---|---|
| | **USED GUN AUCTION**<br><br>The City of Mobile will sell to the highest bidder 2 lots of guns. The contents of the lots are attached.<br><br>City will not sell individual guns.<br><br>Bidders must have Federal Firearm License (FFL).<br><br>Bidders will bid on each lot separately.<br><br>Lot #1 Found, Personal, City-Owned $_____<br><br>Lot #2 Court Condemned Guns $_____<br><br>City will only accept Federal Firearm License (FFL) Type 01 or Type 02.<br><br>City will accept bids from holders of Federal Firearm License Type 01 or Type 02.<br><br>Bidders must supply a copy of their Federal Firearms License with this bid. Failure to be include the license will cause bid rejection.<br><br>For viewing, see attached.<br><br>All vendors will be required to provide verification of enrollment in the E-Verify Program.<br><br>Page 1 of 2 | | | | | |
| | | | | **TOTAL** | | |

RETURN ONE SIGNED COPY OF THIS BID
N 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.

## BID CONTINUATION SHEET



| QUANTITY | ARTICLES | Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. | UNIT | UNIT PRICE Dollars | UNIT PRICE Cents | EXTENSION Dollars | EXTENSION Cents |
|---|---|---|---|---|---|---|---|

Page 2 of 2

Additional information may be found at http://immigration.alabama.gov/.

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. 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 A LOT BASIS.

**TOTAL**

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

**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name _____

By _____

## USED GUN AUCTION SPECIFICATIONS

The City of Mobile will sell to the highest bidder(s) all of the firearms in the attached lists as two units. The firearms will not be separated out nor will the City sell any firearms individually to any bidder.

All bidders will provide the City of Mobile with a cash Bid Price for each lot of firearms.

All bidders must be licensed Federal Firearm dealers with current active FFL, Type 01 nor Type 02 only.

All firearms will be transferred through the winning FFL dealers' books in accordance with the applicable Federal laws.

No Class 3 firearms will be sold or transferred in this purchase.

Upon payment and transfer, the winning bidder may sell, transfer, or otherwise dispose of any and all firearms as they choose pursuant to the applicable Federal laws.

A list of firearms contained within each lot for sale is attached.

The City will designate a day for inspections. The designated day will be set aside for all bidders to have reasonable time to inspect the firearms. The day/time and location of inspection will be provided upon request as follows and as on page 1. Vendors will be allowed in groups in two-hour blocks. If a bidder is late, they will wait for the next two-hour block.

There will only be one day for viewing.

City will set March 24, 2026 as the viewing day for bidders wishing to view guns in a 2-hour block. You will be assigned a 2-hour block to view weapons. Bidder will need a copy of his FFL and ID upon arrival to view. City to set an additional day to view if necessary.

To set an appointment, email: timothy.perrin@cityofmobile.gov.

Requests to view should be received by the City no later than 1:00 pm on Friday, March 20, 2026.

**Make request to view lots to timothy.perrin@cityofmobile.gov. Provide your contact info and copy of your FFL. Failure to provide FFL will cause rejection of your chance to view.**

**The City of Mobile will accept for viewing, Federal Firearms License (FFL) that is compliant with FLL License Types 01 or 02.**

**City will not accept the FFL Type 03 License for viewing or sale.**

The winning bidder is solely responsible for packaging, pick-up, shipping, insuring, security, and transport of firearms from the City of Mobile to the location of their choosing and will

certify, in writing, the bidders' ability to accomplish these acts prior to the agreed upon final transfer of the firearms. This writing will include the bidders' confidential plan to transfer the firearms from the custody of the City to the bidders' destination. The confidential plan will be delivered to the City for review by the City upon request.

Failure to provide a suitable plan will be cause for rejection of the bid.

All firearms are to be sold "As Is" and the City makes no warranties, whether express or implied, as to the safety, condition, or working order of any firearm.

Should all bids or the removal plans be considered unreasonable, the City reserves the right to cancel the sale without further explanation.

Person who has the FFL will be required to be onsite to pick-up/remove lot won.

Winning bidder will be required to present FFL paperwork in order to pickup.

There will be no 3rd party removals/pick-ups or shipping.

City will not package for or arrange for shipping.

Payment will need to be received and confirmed before release of a lot of guns.

Payment will be via wire transfer from a brick-and-mortar bank. Wire transfer form or via cell phone/online banking will not be accepted.

City will notify bidder upon receipt and deposit of the wire transfer, at which time the City will schedule the removal of the guns.

**LOT #1: FOUND, PERSONAL, CITY OWNED**

| # | MAKE | MODEL | CALIBER | SERIAL NUMBER |
|---|---|---|---|---|
| | | | | |
| 1 | Smith and Wesson | 10-7 Revolver | .38 Special | AVZ5998 |
| 2 | Smith and Wesson | 586 Revolver | .357 Magnum | AEN2468 |
| 3 | Glock | 43 | 9mm | ACBT651 |
| 4 | Smith and Wesson | 40VE | .40 Caliber | RBE1079 |
| 5 | Taurus | PT 111 G2 | 9mm | TK041539 |
| 6 | Taurus | G2C | 9mm | TL079790 |
| 7 | Taurus | 709 Slim | 9mm | TJX23918 |
| 8 | Armorlite | M-15 | 5.56 x 45 NATO | US358964 |
| 9 | Taurus | G3 | 9mm | ABN346433 |
| 10 | Kahr | CW380 | .380 Caliber | RJ6626 |
| 11 | Smith and Wesson | 5906 | 9mm | TCR9656 |
| 12 | Glock | 40 Gen 4 | 10mm | BFUL779 |
| 13 | Taurus | 85 Revolver | .38 Special | JT97102 |
| 14 | Smith and Wesson | 40VE | .40 Caliber | DUF0179 |
| 15 | IMI | Desert Eagle | 9mm | 135506 |
| 16 | Ruger | Ruger-57 | 5.7 x 28mm | 641-42728 |
| 17 | SCCY | CPX-1 | 9mm | C112000 |
| 18 | Smith and Wesson | M&P 40 | .40 Caliber | DSH6128 |
| 19 | Benelli | Super Black Eagle 3 | 20 GA | XO70712M |
| 20 | Browning | X Bolt | .243 WIN | 11665ZX354 |
| 21 | Benelli | Nova | 12 GA | Z740634R14 |
| 22 | Remington | 770 | 30-06 | M71716332 |
| 23 | SCCY | CPX-1 | 9mm | C209101 |
| 24 | Diamondback | DB380 | .380 Caliber | ZD1801 |
| 25 | Beretta | Nano | 9mm | NU151472 |
| 26 | Century Arms | Tantal Sporter | 5.45 x 39mm | 1993 LZ5516 |
| 27 | Canik | TP9 SFX | 9mm | T647220BC69587 |
| 28 | FNH | FNX-9 | 9mm | FX1UO19997 |
| 29 | Glock | 19 | 9mm | BVGT890 |
| 30 | Beretta | PX4 Storm | 9mm | PX135528 |
| 31 | Ruger | PC Charger | 9mm | 91355233 |
| 32 | Ruger | AR-556 | 5.56 x 45 NATO | 859-21665 |
| 33 | Glock | 44 | .22 Caliber | AFGB151 |
| 34 | Sarsilmaz | B6 | 9mm | T1102-21E53211 |
| 35 | American Tactical | Omni Hybrid | Multi | NS032616 |
| 36 | Smith and Wesson | SD 40VE | .40 Caliber | FXL9661 |
| 37 | Glock | 19 Gen 5 | 9mm | BUBS538 |
| 38 | Glock | 19 | 9mm | WSY263 |
| 39 | Smith and Wesson | SD 40 | .40 Caliber | HEZ5877 |
| 40 | Glock | 27 | .40 Caliber | RBR776 |
| 41 | Glock | 43 | 9mm | AGPD998 |
| 42 | Glock | 27 | .40 Caliber | BWKA542 |

| | | | | |
|---|---|---|---|---|
| 43 | Winchester | 70 | 30-06 | G1400220A |
| 44 | Winchester | 140 | 12 GA | N952943 |
| 45 | ATAC Defense | ADBP | .556 x 45 NATO | BP00223 |
| 46 | Taurus | G3 | 9mm | ABH802456 |
| 47 | Glock | 26 | 9mm | AFXV777 |
| 48 | Glock | 27 | .40 Caliber | NWT887 |
| 49 | Glock | 22 | .40 Caliber | RHA430 |
| 50 | Anderson Manufacturing | AM-15 | Multi | 20250713 |
| 51 | Para USA | 1911 Expert Carry | .45 Auto | K050640 |
| 52 | Smith and Wesson | M&P 9 | 9mm | HMD5629 |
| 53 | Taurus | PT 111 G2A | 9mm | TL090385 |
| 54 | Glock | 21 | .45 Auto | UHX398 |
| 55 | Springfield | XD | .45 Auto | XD627083 |
| 56 | Taurus | G3C | 9mm | ACC657681 |
| 57 | J. A. Industries | J.A. 380 | .380 Caliber | 458809 |
| 58 | Glock | 26 | 9mm | BEDL191 |
| 59 | Glock | 23 | .40 Caliber | NCA300 |
| 60 | HS Product/ Springfield | XD9 | 9mm | HD915004 |
| 61 | SCCY | CPX-1 | 9mm | C119180 |
| 62 | Davis Industries | P380 | .380 Caliber | AP245024 |
| 63 | Ruger | P97DC | .45 Auto | 663-28865 |
| 64 | Glock | 45 | 9mm | BSEW362 |
| 65 | Del-ton | DTI-15 | .556 x 45 NATO | R007444 |
| 66 | Smith and Wesson | M&P 15 | .556 x 45 NATO | TK84838 |
| 67 | Smith and Wesson | SD 9VE | 9mm | FDB9707 |
| 68 | Smith and Wesson | Bodyguard | .380 Caliber | KBF3670 |
| 69 | Taurus | G2C | 9mm | ACJ267273 |
| 70 | Glock | 30 | .45 Auto | LDE871 |
| 71 | Glock | 29 | 10mm | BYAK246 |
| 72 | Taurus | G3 | 9mm | ADJ661901 |
| 73 | Smith and Wesson | SD 40VE | .40 Caliber | FZW4117 |
| 74 | Charter Arms | The Pink Lady | .38 Special | 111220 |
| 75 | Taurus | PT709 Slim | 9mm | TKM67603 |
| 76 | Bushmaster | XM15-E2S | .556 x 45 NATO | ARB31955 |
| 77 | Glock | 17 | 9mm | AFKC582 |
| 78 | Glock | 27 | .40 Caliber | BLBR873 |
| 79 | Springfield | XD-9 | 9mm | BA448740 |
| 80 | Israel Arms Ltd. | M-5000 | .45 Auto | 452677 |
| 81 | Glock | 29 | 10mm | BWKC539 |
| 82 | Charter Arms | UNK | .38 Special | 414390 |
| 83 | Ruger | LC9 | 9mm | 321-82958 |
| 84 | Palmetto State Armory | Palmetto Dagger | 9mm | JJE30565 |
| 85 | Smith and Wesson | M&P 380 Shield EZ | .380 Caliber | RDJ1238 |
| 86 | Glock | 17 Gen 5 | 9mm | BSHK647 |

| | | | | |
|---|---|---|---|---|
| 87 | Glock | 19 Gen 4 | 9mm | YUE709 |
| 88 | Romarm/ Cugir | Draco | 7.62 x 39mm | ROA22PG4287 |
| 89 | Glock | 45 | 9mm | CAWL577 |
| 90 | Smith and Wesson | M&P Bodyguard 380 | .380 Caliber | KDN5636 |
| 91 | Glock | 17 Gen 5 | 9mm | BPFP832 |
| 92 | Glock | 19X | 9mm | BRRG929 |
| 93 | Glock | 30S | .45 Auto | XVH892 |
| 94 | Glock | 27 | .40 Caliber | CPA875 |
| 95 | Glock | 17 | 9mm | BBDK431 |
| 96 | Romarm/ Cugir | Micro Draco | 7.62 x 39mm | ROA23PMD-42546 |
| 97 | Canik | TP9 Elite SC | 9mm | T647220CB38024 |
| 98 | Smith and Wesson | 642 Revolver | .38 Special | DDH7029 |
| 99 | Beretta | APX | 9mm | A092541X |
| 100 | Smith and Wesson | M&P 380 Shield EZ | .380 Caliber | RDV8361 |
| 101 | Glock | 22 Gen 4 | .40 Caliber | PZE098 |
| 102 | Glock | 26 | 9mm | AGST208 |
| 103 | Glock | 43X | 9mm | BRSN488 |
| 104 | ATI | GSG-16 | .22 Caliber | A900514 |
| 105 | Glock | 41 Gen 4 | .45 Auto | BYAT269 |
| 106 | Taurus | GX4 | 9mm | 1GA04953 |
| 107 | Glock | 26 | 9mm | BRRS284 |
| 108 | Glock | 45 | 9mm | BSZX270 |
| 109 | Romarm/ Cugir | Micro Draco | 7.62 x 39mm | ROA23PMD-42792 |
| 110 | Glock | 34 Gen 4 | 9mm | HBP370 |
| 111 | Romarm/ Cugir | Draco | 7.62 x 39mm | ROA22DG-7174 |
| 112 | Glock | 45 | 9mm | BTUF624 |
| 113 | American Tactical Imports- ATI | Omni Hybrid | Multi | NS374485 |
| 114 | Cobra | Derringer | .38 Special | CT138068 |
| 115 | ROMARM/CUGIR | DRACO | 7.62 x 39mm | DF-5562-20ROA |
| 116 | CENTURY ARMS | RAS47 | 7.62 x 39mm | RAS47058946 |
| 117 | PARS-MFG - TY (PSM) | Bulldog | 12 GA | 12BD20-2208 |
| 118 | Smith and Wesson | M&P 15 | 5.56mm NATO | TH62528 |
| 119 | Jennings | Bryco 59 | 9mm | 603575 |
| 120 | SCCY | CPX-2 | 9mm | 884441 |
| 121 | Davis | P-380 | .380 Caliber | APO73238 |
| 122 | Ruger | SR40C | .40 S&W | 34394131 |
| 123 | Smith and Wesson | 40VE | .40 S&W | DSE3075 |
| 124 | ROMARM/CUGIR | MICRO DRACO | 7.62 x 39mm | PF-3306-2020ROA |
| 125 | Glock | 23 Gen 4 | .40 S&W | AAMZ571 |
| 126 | Taurus | 85 View | .38 Special | HT26562X |
| 127 | Smith and Wesson | M&P | .40 S&W | MPA3665 |
| 128 | LORCIN ENGINEERING | L25 | .25 Auto | 308023 |
| 129 | Imperial Metal Products | IMP | .22 LR | 108272 |
| 130 | ROMARM/CUGIR | DRACO | 7.62 x 39mm | DB-2992-17RO |

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|---|---|---|---|---|
| 131 | Ruger | SR45 | .45 ACP | 38046516 |
| 132 | Taurus | PT709 SLIM | 9mm | TJT93299 |
| 133 | Beretta | Pico | .380 Caliber | PC040781 |
| 134 | Glock | 19 Gen 4 | 9mm | BLCH941 |
| 135 | SARSILMAZ | SAR 9 | 9mm | T1102-21BV55493 |
| 136 | Taurus | PT 92 AF | 9mm | TFU79568 |
| 137 | Glock | 23 | .40 S&W | BDGA859 |
| 138 | American Tactical Imports | Omni Hybrid | Multi | NS125772 |
| 139 | Keltec | PF9 | 9mm | RR1S52 |
| 140 | FMK FIREARMS INC. | Elite | 9mm | BB17073 |
| 141 | Harrington and Richardson | 732 Revolver | .32 S&W | AX148545 |
| 142 | Rossi | M68 Revolver | .38 Special | AA062087 |
| 143 | Raven Arms | MP-25 | .25 Caliber | 681226 |
| 144 | Ruger | LC9 | 9mm | 324-32805 |
| 145 | American Tactical Imports | Omni Hybrid | Multi | NS028554 |
| 146 | Springfield | XD45 | .45 ACP | US761864 |
| 147 | Glock | 23 | .40 S&W | WKG346 |
| 148 | ROSSI | M88-2 | .38 Special | VJ47843 |
| 149 | Glock | 19X | 9mm | BTRS116 |
| 150 | Ruger | Security 9 | 9mm | 383-85913 |
| 151 | Glock | 19 Gen 5 | 9mm | BTDR398 |
| 152 | Glock | 26 Gen 5 | 9mm | AFMH554 |
| 153 | Diamondback Arms Inc. | DB-15 | Multi | DB2446693 |
| 154 | Glock | 43X | 9mm | BRZV266 |
| 155 | Glock | 26 Gen 5 | 9mm | AEVV258 |
| 156 | Glock | 27 | .40 S&W | AFPE157 |
| 157 | Glock | 19 | 9mm | BTPB180 |
| 158 | Hi-Point | UNK | 9mm | P1862861 |
| 159 | SWD | RTO | .45/410 | M00014083 |
| 160 | JIMENEZ ARMS INC. | J.A. Nine | 9mm | 410017 |
| 161 | Taurus | PT111 G2 Millennium | 9mm | TIZ17073 |
| 162 | Glock | 43 | 9mm | ADZC476 |
| 163 | Glock | 27 Gen 4 | .40 S&W | XLE495 |
| 164 | SCCY | CPX-2 | 9mm | 292505 |
| 165 | American Tactical Imports | Milsport | Multi | MSA036457 |
| 166 | Taurus | PT 24/7 Pro DS | .40 S&W | SCN01207 |
| 167 | Glock | 17 Gen 4 | 9mm | BFSE370 |
| 168 | Taurus | G3C | 9mm | ABG659274 |
| 169 | Glock | 23 | .40 S&W | RVW906 |
| 170 | Bryco Arms | 59 | 9mm | 603918 |
| 171 | Glock | 19 | 9mm | AEER321 |
| 172 | Glock | 17 Gen 4 | 9mm | RVF770 |
| 173 | Ruger | EC9-S | 9mm | 453-84139 |
| 174 | SCCY | CPX-1 | 9mm | 868158 |

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|---|---|---|---|---|
| 175 | Heritage | Rough Rider 22 | .22 LR | W74685 |
| 176 | Glock | 17 | 9mm | BFKX798 |
| 177 | Kimber | Custom Target II | .45 ACP | K484675 |
| 178 | Extar | EP9 | 9mm | P06676 |
| 179 | Smith and Wesson | SD9 | 9mm | FZT4494 |
| 180 | Glock | 23 Gen 4 | .40 S&W | KPC827 |
| 181 | Chinese- CN | SKS | 7.62 x 39mm | 12250943 |
| 182 | Ruger | LCP II | .380 Caliber | 380276154 |
| 183 | Taurus | PT1911 | .45 ACP | NIT06407 |
| 184 | Beretta | 92S | 9mm | X44859Z |
| 185 | Taurus | PT111 G2 Millennium | 9mm | TKT28922 |
| 186 | Ruger | LCR Revolver | .357 Magnum | 546-89813 |
| 187 | Keltec | P3AT | .380 Caliber | LHB39 |
| 188 | Bryco Arms | Model 38 | .380 Caliber | 109243 |
| 189 | Stevens | 86C | .22 LR | 2094577 |
| 190 | Colt | Government MK IV | .45 ACP | SS37690 |
| 191 | Jiminez Arms | JA-380 | .380 Caliber | 391655 |
| 192 | Taurus | Ultra-Lite Revolver | .38 Special | AN25799 |
| 193 | Taurus | TH9 | 9mm | TMA09183 |
| 194 | Glock | 17 | 9mm | BBHF328 |
| 195 | Beretta | 92FS | 9mm | BER184726 |
| 196 | Taurus | G2C | 9mm | TMA18154 |
| 197 | SCCY | CPX | 9mm | 698200 |
| 198 | ROHM | RG38S Revolver | .38 Special | 207993 |
| 199 | Bersa | Thunder 22 | .22 LR | K61940 |
| 200 | Taurus | G2C | 9mm | TLP08742 |
| 201 | Palmetto State Armory | PA15 | Multi | SCD685702 |
| 202 | Glock | 19X | 9mm | BSXY014 |
| 203 | Hi-Point | C9 | 9mm | P1828951 |
| 204 | Sig Sauer | P365 | 9mm | 66B360886 |
| 205 | Taurus | G3 | 9mm | ABH802668 |
| 206 | Glock | 22 | .40 S&W | KNU590 |
| 207 | Glock | 19X | 9mm | BURM162 |
| 208 | Taurus | Spectrum | .380 Caliber | 1F020625 |
| 209 | Palmetto State Armory | PA15 | Multi | P1062636 |
| 210 | Glock | 17 | 9mm | BBRG673 |
| 211 | Smith and Wesson | 12 Airweight Revolver | .38 Special | D379748 |
| 212 | Glock | 19 | 9mm | AFSG626 |
| 213 | ROMARM/CUGIR | DRACO | 7.62 x 39mm | DA-5372-15 |
| 214 | RUGER | AR-556 | Multi | 850-61704 |
| 215 | J.C. HIGGINS | Shotgun | 16 GA | Unk |
| 216 | Smith and Wesson | SD40 | .40 S&W | FDX9624 |

## LOT #2: COURT CONDEMNED GUNS

| # | MAKE/ MODEL/ CALIBER | SERIAL NUMBER |
|---|---|---|
| 217 | FIE Mod Titan .25 Cal Pistol | D847030 |
| 218 | HI-Point Mod CF380 .380 Cal Pistol | P769462 |
| 219 | Glock Mod 22 .40 Cal Pistol | WPC691 |
| 220 | Taurus Mod Ultra-Lite .38 SPL Cal Revolver | DT47478 |
| 221 | Kimber Mod Ultra Carry II .45 Cal Pistol | KU108982 |
| 222 | Arminius .22 Cal Revolver | 39376 |
| 223 | Jiminez Arms Mod JA32 .32 Cal Pistol | 124427 |
| 224 | HI-Point Mod 9C 9mm Pistol | P1676766 |
| 225 | Smith & Wesson Mod SD40VE .40 Cal Pistol | FXN7291 |
| 226 | Taurus Mod The Judge .45/410 Cal Revolver | BU665146 |
| 227 | Stevens Mod 15A .22 Cal Rifle | Unk. |
| 228 | Glock Mod 19 9mm Pistol | 4225LAV |
| 229 | New Havenb Mod 600AT 12 Ga Shotgun | H338985 |
| 230 | Rossi .357 Cal Revolver | BS626087 |
| 231 | Mossberg Mod 190 16 Ga Shotgun | None |
| 232 | HI-Point Mod JHP .45 Cal Pistol | X4110060 |
| 233 | Tapco 7.62 Cal Pistol | KE1372 |
| 234 | Glock Mod 17 9mm Pistol | RVB611 |
| 235 | Sig Sauer 5.56 Cal Rifle | JS034685 |
| 236 | New Haven Mod 600AT 12 Ga Shotgun | H797154 |
| 237 | Archangle .22 Cal Rifle | 257-32909 |
| 238 | Ruger Mod 10/22 .22 Cal Rifle | 234-96514 |
| 239 | RG Mod RG23 .22 Cal Revolver | T801708 |
| 240 | Taurus Mod 738TCP .380 Cal Pistol | 77107D |
| 241 | Taurus Mod PT 24/7 Pro DS 9mm Pistol | TBR39712 |
| 242 | Smith & Wesson Mod SW40VE .40 Cal Pistol | RAU0519 |
| 243 | Sccy Mod CPX-2 9mm Pistol | 449006 |
| 244 | EIG .38 SPL Cal Revolver | 13509 |
| 245 | Taurus Mod PT 111 G2 9mm Pistol | TKM42894 |
| 246 | FIE Titan .25 Cal Pistol | B83630 |
| 247 | Ruger Mod LC9 9mm Pistol | 326-10987 |
| 248 | Taurus Mod 85 .38 SPL Cal Revolver | K098305 |
| 249 | Lorcin Mod L25 .25 Cal Pistol | 291655 |
| 250 | Taurus Mod PT 111 G2 9mm Pistol | T1074070 |
| 251 | Bryco Arms Mod Jennings Nine 9mm Pistol | 1481446 |
| 252 | Beretta Mod 950 .25 Cal Pistol | B60090 |
| 253 | Jennings Mod Nine 9mm Pistol | 1416502 |
| 254 | Taurus Mod PT140 PRO .40 Cal Pistol | SFM22893 |
| 255 | H&R .22 Cal Revolver | AH61665 |
| 256 | CDM .22 Cal Short Revolver | 275459 |
| 257 | Ruger Mod LCP .380 Pistol | 378-78765 |
| 258 | Rossi Mod 685 .38 SPL Cal Revolver | AA185651 |
| 259 | Ruger Mod LCP II .380 Cal Pistol | 380050429 |
| 260 | Lorcin Mod L380 .380 Cal Pistol | 265252 |
| 261 | Taurus Mod PT111G2 9mm Pistol | TJN01576 |
| 262 | Kel-Tec .22 Cal Pistol | WWBC88 |
| 263 | H & R .22 Cal Revolver | AU045870 |
| 264 | Smith & Wesson Mod SD9VE 9mm Pistol | FZD4811 |
| 265 | Smith & Wesson Mod SW9M 9mm Pistol | KAA1784 |
| 266 | Charter Arms Mod On Duty .38 SPL Cal Revolver | 16-26321 |
| 267 | Taurus Mod PT104 PRO .40 Cal Pistol | SCV91658 |
| 268 | Glock Mod 17 9mm Pistol | AR526 |

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|---|---|---|
| 269 | Rossi Mod 885 .38 SPL Revolver | W194363 |
| 270 | Iver Johnson Mod Cadet .38 Cal Revolver | G37138 |
| 271 | Lorcin Mod L9mm 9mm Pistol | L121351 |
| 272 | KSA Mod Crickett .22 Cal Rifle | 735991 |
| 273 | Smith & Wesson Mod M&P9 9mm Pistol | HKB2630 |
| 274 | Smith & Wesson Mod 15 .38 Cal Revolver | K971617 |
| 275 | Colt Mod SSA .45 Cal Blank Revolver | 15L41069 |
| 276 | Springfield Armory Mod XD40 .40 Cal Pistol | US159499 |
| 277 | Remington Mod 550 .22 Cal Rifle | Unk. |
| 278 | Unk. Make or Model 12 Ga Rabbit ears DB Shotgun | Unk. |
| 279 | Taurus Mod PT145Pro .45 Cal Pistol | ND076444 |
| 280 | Smith & Wesson Mod SD40VE .40 Cal Pistol | FZN0595 |
| 281 | Heritage Mod Rough Rider .22 Cal Revolver | 100452 |
| 282 | Davis Industries Mod P380 .380 Cal Pistol | AP358308 |
| 283 | Ruger Mod LCP 2 .380 Cal Pistol | 380102694 |
| 284 | New England Firearms Mod SBI 20 Ga Shotgun | NM283292 |
| 285 | Winchester Mod 42 410 Ga Pump Shotgun | 127997 |
| 286 | Smith & Wesson .38 Cal Revolver | 355902 |
| 287 | HI-Point Mod JHP .45 Cal Pistol | X4241062 |
| 288 | HI-Point Mod CF380 .380 Cal Pistol | P870740 |
| 289 | HI-Point Mod C9 9mm Pistol | P1807582 |
| 290 | Walther Mod CCP 9mm Pistol | WK004765 |
| 291 | HI-Point Mod C9 9mm Pistol | P1880792 |
| 292 | Taurus Mod PT738 .380 Cal Pistol | D092385 |
| 293 | Nmarlin Mod 25N .22 Cal Rifle | 6421871 |
| 294 | Maverick Mod 88 12 Ga Pump Shotgun | MV094984 |
| 295 | KEL-TEC .380 Cal Pistol | L1385 |
| 296 | Davis Industries Mod P380 .380 Cal Pistol | AP497754 |
| 297 | Rock Island Arms Mod 200 .38 SPL Cal Revolver | RIA1743861 |
| 298 | Smith & Wesson Mod Airweight .38 SPL+P Cal Revolver | DAH8881 |
| 299 | Clarke 1ST .32 Cal Revolver | 782325 |
| 300 | Glock Mod 19 9mm Pistol | YHG294 |
| 301 | Taurus Mod PT111 G2 9mm Pistol | TKR70665 |
| 302 | Titan .25 Cal Pistol | ED51502 |
| 303 | Jimenez Arms Mod JA Nine 9mm Pistol | 11553 |
| 304 | Glock Mod 19 9mm Pistol | BETF540 |
| 305 | Taurus Mod 709 Slim 9mm Pistol | TIS75663 |
| 306 | Benelli Mod Super Black Eagle 12 Ga Shotgun | U150644 |
| 307 | Iver Johnson's Mod X .22 Cal Rifle | 10421 |
| 308 | HI-Point Mod 995 9mm Rifle | B64755 |
| 309 | Taurus Mod Ultra-Lite .38 Cal Revolver | TG52109 |
| 310 | Charter Arms Mod Off Duty .38 Cal Revolver | 1081354 |
| 311 | Glock Mod 23 .40 Cal Pistol | EUE155US |
| 312 | TriStar Mod C-100 9mm Pistol | T6472-12AG02196 |
| 313 | Sccy Mod CPX-1 9mm Pistol | 22912 |
| 314 | Taurus PT 111G2 9mm Pistol | TKN83436 |
| 315 | Iver Johnson Mod 1911A1 .45 Cal Pistol | A000853 |
| 316 | ATI .22 Cal Rifle Upper Receiver Only | 14A49023 |
| 317 | Rossi Mod 68 .38 SPL Cal Revolver | AA513062 |
| 318 | World Arms .22 Cal Derringer | W2164 |
| 319 | Beretta Mod 92FS Compact 9mm Pistol | BER720369 |
| 320 | Kel-Tec Mod PF9 9mm Pistol | SJ528 |
| 321 | Colt .32 Cal Pistol | 480007 |
| 322 | Century Arms Mod RAS47 7.62 Cal Rifle | RAS47866843 |

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|---|---|---|
| 323 | Smith & Wesson Mod SD40VE .40 Cal Pistol | FYE5196 |
| 324 | Browning Mod A-Bolt .25-06 Cal Rifle | 99029NX7C7 |
| 325 | Israel Military Industry Mod 41/44 .44 Cal Pistol | 95203105 |
| 326 | Remington Mod 700 .270 Cal Rifle | C6333334 |
| 327 | Bersa Mod BP9CC 9mm Pistol | E28926 |
| 328 | Colt .32 Cal Pistol | 311J24 or 311924 |
| 329 | Taurus .357Mag Cal Revolver | Y1339742 |
| 330 | Ruger Mod Security 9 9mm Pistol | 381-44137 |
| 331 | HI-Point Mod C9 9mm Pistol | P1579505 |
| 332 | Smith & Wesson Mod M&P Shield 9mm Pistol | HVU8031 |
| 333 | SNR .357 Cal Blank Revolver | 17F6408 |
| 334 | Walther Mod P22 .22 LR Pistol | Z108239 |
| 335 | Smith & Wesson Mod Bodyguard .38 SPL+P Cal Revolver | CSX1899BG38 |
| 336 | Beretta Mod 950 .25 Cal Pistol | G37525 |
| 337 | Smith & Wesson Mod 637-2 Airweight .38 Cal Revolver | DBR1055 |
| 338 | Titan Mod Tiger .38 Cal Revolver | 831732 |
| 339 | Glenfield Mod 30A 30-30-Cal Rifle | 24017963 |
| 340 | CVS Black Powder Unk Cal Revolver | Unk |
| 341 | Taurus Mod PT111G2 9mm Pistol | TJU94482 |
| 342 | Charter Arms Mod Off Duty .38 SPL Cal Revolver | 1001040 |
| 343 | Springfield Armory Mod XD5 .45 Cal Pistol | S3331882 |
| 344 | Savage Arms Mod 88 Series F 410 Ga Bolt Action Shotgun | B477718 |
| 345 | Taurus Mod Ultra-Lite .38 Cal Revolver | IM6768 or IM6788 |
| 346 | Sccy Mod CPX-1 9mm Pistol | 681120 |
| 347 | Interarms Mod 30MI 9mm Pistol | 1837628 |
| 348 | MAB Mod Automatique .25 Cal Pistol | 66234 |
| 349 | Glock Mod 19 9mm Pistol | BCHS805 |
| 350 | Springfield/Savage Mod 67 Series E 410 Ga Pump Shotgun | C376276 |
| 351 | Smith & Wesson Mod SD 40 VE .40 Cal Pistol | FXN8148 |
| 352 | Glock Mod 19 9mm Pistol | TP680 |
| 353 | Sig Sauer Mod P365 9mm Pistol | 66A244468 |
| 354 | Cobra Mod Patirot 9mm Pistol | *00220 |
| 355 | Taurus Mod Raging Bull .44 Mag Revolver | FT633016 |
| 356 | Stevens 16 Ga Shotgun | 107B |
| 357 | Remington Mod 1100 Auto Shotgun | N768476M |
| 358 | Rossi Mod 352 .38SPL Cal Revolver | HP98093 |
| 359 | Terni 7.35 Cal Bolt Action Rifle | V7993 |
| 360 | Bersa Mod Thunder 380 .380 Cal Pistol | D94981 |
| 361 | Cobra Mod CA-380 .380 Cal Pistol | CP050389 |
| 362 | RG .38SPL Cal Revolver | 10593 |
| 363 | Interarms Mod PPH .380 Cal Pistol | N07163 |
| 364 | Colt Mod Police Positive .38 Cal Revolver | 82706 |
| 365 | Taurus Mod The Judge 410/.45 Cal Revolver | KX334602 |
| 366 | Ruger Mod LCR .22 Cal Revolver | 1540-41890 |
| 367 | Taurus Millennium Mod PT111G2 9mm Pistol | TKR83132 |
| 368 | Ruger Mod LCP .380 Cal Pistol | 371101300 |
| 369 | HI-Point Mod C 9mm Pistol | P060545 |
| 370 | Smith & Wesson Mod M&P Bodyguard .380 Cal Pistol | KEE438 |
| 371 | Jimenex Arms Mod JA Nine 9mm Pistol | 271165 |
| 372 | Lorcin Mod L9mm 9mm Pistol | L050672 |
| 373 | Ruger Mod LC9s 9mm Pistol | 452-65120 |
| 374 | Lorcin Mod L9mm 9mm Pistol | 22162 |
| 375 | Rossi Mod 461 .357Mag Cal Revolver | TK852043 |
| 376 | H&R Mod733 .32 Cal Revolver | AF16217 |

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|---|---|---|
| 377 | RG Mod RG .22 Cal Revolver | 328515 |
| 378 | Savage Arms Mod 67 Series E n 20 Ga Pump Shotgun | E686716 |
| 379 | Smith & Wesson .38 Cal Revolver | 315182 |
| 380 | Ruger Mod LCP .380 Cal Pistol | 371887277 |
| 381 | Cobra Mod CA-380 .380 Cal Pistol | CP019758 |
| 382 | Ruger Mod LCP .380 Cal Pistol | 371538184 |
| 383 | Ruby Pistol Mod Liberty .32 Cal Pistol | 43880 |
| 384 | HI-Point Mod C9 9mm Pistol | P1293381 |
| 385 | Alfa .32 Cal Revolver | None |
| 386 | Rohm .22 Cal Revolver | 87849 |
| 387 | Smith & Wesson Mod 37 .38 SPL Cal Revolver | J68257 |
| 388 | Sccy Mod CPX-2 9mm Pistol | 674625 |
| 389 | Harrington & Richardson Mod Premier .22 Cal Revolver | 496463 |
| 390 | Ruger Mod LCP .380 Cal Pistol | 371233568 |
| 391 | Smith & Wesson M&P Shield .40 Cal Pistol | HML3705 |
| 392 | Smith & Weson Mod 3913 9mm Pistol | TFN7073 |
| 393 | Clarke 1ST .32 Cal Revolver | 793632 |
| 394 | High Point Mod 9C 9mm Pistol | P173053 |
| 395 | Taurus Mod. PT1911 .45 Cal Pistol | NBR24270 |
| 396 | EICOL Mod Jackal Duel Compact 9mm Blank Pistol | EJCI-18100032 |
| 397 | Glock Mod 23 .40 Cal Pistol | SHT087 |
| 398 | Cobra .380 Cal Derringer | CT118550 |
| 399 | Smith & Wesson .38 Cal Revolver | 164218 |
| 400 | Bryco Arms Mod 48 .380 Cal Pistol | 581295 |
| 401 | Bryco Arms Mod 25CA .25 Cal Pistol | 1572952 |
| 402 | Cobra Mod CB9 9mm Derringer | CT131670 |
| 403 | Smith and Wesson 586 Revolver .357 Magnum | AUB8628 |
| 404 | RUGER LCP WITH BLUE PATTERN .380 caliber | 371526073 |
| 405 | BERETTA MOD 950BS W/ MAGAZINE IN MANUFACTURER BOX .25 CALIBER | BER74367V |
| 406 | Heritage Rough Rider 22 Revolver | I51686 |
| 407 | Reck R14 Revolver .22 Caliber | 53951 |
| 408 | Black, Taurus .357 Magnum Revolver | EY52953 |
| 409 | SCCY CPX-1 TWO TONE 9MM Pistol | 782859 |
| 410 | Hi-Point C9 pistol 9MM | P1701941 |
| 411 | SMITH & WESSON SD9 9mm | FZW2575 |
| 412 | Taurus PT111 G2 9mm | TKN21433 |
| 413 | GLOCK 33 GEN 4 PISTOL .357 Magnum | XLY594 |
| 414 | SIG SAUER (SIG-ARMS) SP2022 9MM | 24B110949 |
| 415 | COLT 01091Z 4TH ALABAMA 1-167TH INFANTRY BROWN SILVER 1911 Handgun .45 ACP | 4ALO24 |
| 416 | Smith and Wesson SD40 handgun .40 caliber | FBF8508 |
| 417 | GLOCK 19X 9mm | BHKS454 |
| 418 | BERETTA P92FS Pistol in case 9mm | BER244668Z |
| 419 | IVER JOHNSON CADET BLACK REVOLVER WITH WOODEN GRIPS .38 SPECIAL | G1170 |
| 420 | SILVER TAURUS PT 638 PRO SA .380 CALIBER | KER29485 |
| 421 | WOODEN GRIP ROSSI .38 SPECIAL REVOLVER | D889542 |
| 422 | BERSA THUNDER 380 W/ MISSING GRIP.380 CALIBER | 444897 |
| 423 | Smith and Wesson Model 32 Revolver w/ brown handle .32 Caliber | 32409 |
| 424 | Taurus Model 66 Revolver .357 Magnum | ZH418236 |
| 425 | Taurus PT 638 Pro SA pistol .380 caliber | KDY01905 |
| 426 | Taurus 709 Slim 9mm | TKP12402 |
| 427 | IVER JOHNSON U.S. REVOLVER CO. BREAK DOWN REVOLVER .38 caliber | 83102 |
| 428 | FN 509 9mm pistol | GKS0084719 |
| 429 | Keltec P-32 pistol .32 caliber | 49406 |
| 430 | GREY / SILVER TAURUS SPECTRUM .380 HANDGUN | 1F053455 |

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|---|---|---|
| 431 | Smith and Wesson SW40 .40 caliber | PAJ4033 |
| 432 | TAURUS 856 CH REVOLVER .38 SPECIAL | MT90903 |
| 433 | Rossi M971 Revolver .357 Magnum | F130283 |
| 434 | TAURUS G2C PISTOL 9mm | TMS54587 |
| 435 | RUGER LC9 9MM | 320-89631 |
| 436 | Smith and Wesson 10-6 Revolver .38 Special | C995813 |
| 437 | Beretta PX4 Storm 9mm | PX289854 |
| 438 | Glock 19 Pistol 9mm | DEN567US |
| 439 | SMITH AND WESSON SD9VE PISTOL 9mm | FYB9404 |
| 440 | HiPoint C9 Pistol 9mm | P10045465 |
| 441 | Smith and Wesson Governor Revolver .45 ACP/ .410 | CTC0579 |
| 442 | Smith and Wesson SD40 VE .40 caliber | FZV5099 |
| 443 | Raven Arms P25 .25 Caliber | 110112 |
| 444 | Taurus PT709 Slim Pistol 9mm | TIY65796 |
| 445 | KEL-TEC PISTOL .380 caliber | L8630 |
| 446 | Smith and Wesson M&P Shield 9mm | HNL4512 |
| 447 | American Tactical Titan M1911 .45 ACP | TB115667 |
| 448 | Glock 27 Pistol .40 caliber | BCYL233 |
| 449 | Smith and Wesson 4046TSW Pistol .40 Caliber | VJL5450 |
| 450 | Smith and Wesson Bodyguard Pistol .380 Caliber | KDP1435 |
| 451 | Walther Arms PPS Pistol 9mm | AX0779 |
| 452 | JIMINEZ ARMS J.A. 22 .22 Caliber | 1275526 |
| 453 | Jiminez Arms J.A. Nine 9mm | 326271 |
| 454 | Beretta 21A Pistol .22 Caliber | BCS28451U |
| 455 | SCCY CPX-1 handgun 9mm | 454683 |
| 456 | TAURUS PT140 G2 .40 CALIBER | SMA74940 |
| 457 | Kimber Micro Carry with wooden handle pistol .380 Caliber | M0017453 |
| 458 | Smith and Wesson SD40 handgun .40 caliber | HER6666 |
| 459 | Taurus PT709 Slim Pistol 9mm | TJU61419 |
| 460 | Keltec PF-9 Pistol 9mm | SP363 |
| 461 | HECKLER AND KOCH VP9 Pistol 9mm | 224162520 |
| 462 | BERETTA 92FS Pistol 9mm | X33673Z |
| 463 | Smith and Wesson M&P Shield .40 Caliber | JFC4068 |
| 464 | Iver Johnson Hammerless Revolver .38 Special | 48731 |
| 465 | Glock 19 Pistol 9mm | MYB209 |
| 466 | Rohm RG 23 REVOLVER w/ BROWN GRIP .22 Caliber | T803429 |
| 467 | Glock 26 9mm | KCK084 |
| 468 | Cobra CA-380 Pistol .380 Caliber | CP098723 |
| 469 | COBRA ENT., INC./KODIAK IND. CA380 PISTOL W/ PINK HANDLE .380 Caliber | CP043213 |
| 470 | Smith and Wesson 38 Black Revolver .38 Special | CCC9191 |
| 471 | Glock 17 Pistol in case 9mm | GYT478 |
| 472 | CHARTER ARMS Lavender Lady Revolver .38 Special | 1605546 |
| 473 | ASTRA/ FIRECAT .25 ACP | 881467 |
| 474 | SMITH & WESSON/ UNK REVOLVER .38 SPECIAL | 94408 |
| 475 | Smith and Wesson/ UNK REVOLVER .38 SPECIAL | CWB6418 |
| 476 | Pink, Cobra CA-380 Pistol in blue case .380 caliber | CP048935 |
| 477 | CHARTER ARMS UNDERCOVER REVOLVER .38 SPECIAL | 578785 |
| 478 | ANDERSON MANUFACTURING AM-15 .223/5.56 | 19108204 |
| 479 | AMERICAN TACTICAL IMPORTS - ATI OMNI HYBRID MAXX .223/5.56 | NS349993 |
| 480 | CANIK TP9SF HANDGUN 9MM | 20AT23412 |
| 481 | Taurus G3 Pistol 9MM | ACE848523 |
| 482 | MASTERPIECE ARMS DEFENDER MPA30 HANDGUN 9MM | FX22599 |
| 483 | TAURUS MODEL R351 REVOLVER .38 SPECIAL | YF86612 |
| 484 | Smith and Wesson 10-10 .38 Special Revolver | CCJ9332 |

| | | |
|---|---|---|
| 485 | Smith and Wesson 10-10 .38 Special Revolver | CBF5752 |
| 486 | Remington Model 870 Magnum 12 Gauge Shotgun | A080265M |
| 487 | Remington Model 870 Magnum 12 Gauge Shotgun | X216904M |
| 488 | Remington Model 870 Magnum 12 Gauge Shotgun | W872682M |
| 489 | Remington Model 870 Magnum 12 Gauge Shotgun | W892387M |
| 490 | Remington Model 870 Police Magnum 12 Gauge Shotgun | A153243M |
| 491 | Remington Model 870 Police Magnum 12 Gauge Shotgun | AB642126M |
| 492 | Remington Model 870 Police Magnum 12 Gauge Shotgun | AB642130M |
| 493 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B618297M |
| 494 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B689990M |
| 495 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B697066M |
| 496 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B697108M |
| 497 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B697112M |
| 498 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C174336M |
| 499 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C645371M |
| 500 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C839406M |
| 501 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C839416M |
| 502 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C839448M |
| 503 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C879324M |
| 504 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C879344M |
| 505 | Remington Model 870 Police Magnum 12 Gauge Shotgun | C879357M |
| 506 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS55142U |
| 507 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS58739U |
| 508 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS70251Y |
| 509 | Remington Model 870 Police Magnum 12 Gauge Shotgun | RS87849X |
| 510 | Remington Model 870 Police Magnum 12 Gauge Shotgun | X182134M |
| 511 | Remington Model 870 Police Magnum 12 Gauge Shotgun | B692910M |
| 512 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T011253V |
| 513 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T670824V |
| 514 | Remington Model 870 Wingmaster 12 Gauge Shotgun | V186893V |
| 515 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W215255V |
| 516 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W222137V |
| 517 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W224031V |
| 518 | Remington Model 870 Wingmaster 12 Gauge Shotgun | W226084V |
| 519 | Remington Model 870 Wingmaster 12 Gauge Shotgun | V601854 |
| 520 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T209790V |
| 521 | Remington Model 870 Wingmaster 12 Gauge Shotgun | S994136V |
| 522 | Remington Model 870 Wingmaster 12 Gauge Shotgun | T660390V |

# 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 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Best Price Services LLC, for storm drainage vegetation and debris removal - 6725 Ziegler Blvd

**Amount of Contract:**
$22,000.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260519 Best Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC, for storm drainage vegetation and debris removal - 6725 Ziegler Blvd

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

# R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 12660 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 6725 ZIEGLER BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $22,000.00 | (292420) BEST PRICE SERVICES LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012660-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.40.20.2070.2096.2070.0000.0000.42155.<br>Review:<br>Buyer: 9105paij<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| BEST PRICE SERVICES LLC<br>7057 FOREST GLEN CT<br><br>IRVINGTON, AL 36544<br><br>Tel#251-458-0510 | PUBLIC WORKS ADMIN.<br>1900 HURTEL STREET<br>BEFORE 2:30 P.M.<br>MOBILE, AL 36605<br>ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| | Deliver To<br>PUBLIC WORKS ADMIN.<br>1900 HURTEL STREET<br>BEFORE 2:30 P.M.<br>MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 292420 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-115 6725<br>ZEIGLER BLVD<br>Additional Description Notes<br>---<br>DISTRICT 7 | 1.00<br>EACH | 22000.00000 | 22000.00 |
| 1 | 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 22000.00 |

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 22000.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155.<br>STORMWATER EXP DITCH MAINTENANCE | 22000.00 | 2701486.33 |

| Bill To | Requisition 00012660-00 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 |
|---|---|
| BEST PRICE SERVICES LLC | PUBLIC WORKS ADMIN. |
| 7057 FOREST GLEN CT | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |
| IRVINGTON, AL 36544 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| Tel#251-458-0510 | |
| | Deliver To |
| | PUBLIC WORKS ADMIN. |
| | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 292420 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/19/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/19/26 | SHONNDA SMITH | |
| Approved | 05/19/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/19/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/19/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/19/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/19/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/19/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/19/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/19/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | 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<br>_____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<br>P.O. Box 1827<br>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.<br>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.

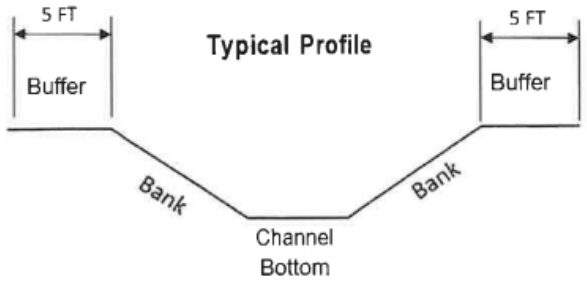
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

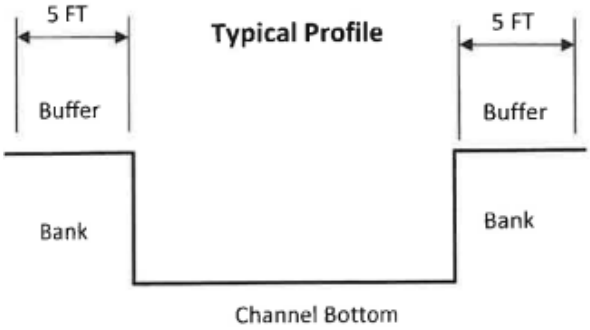
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



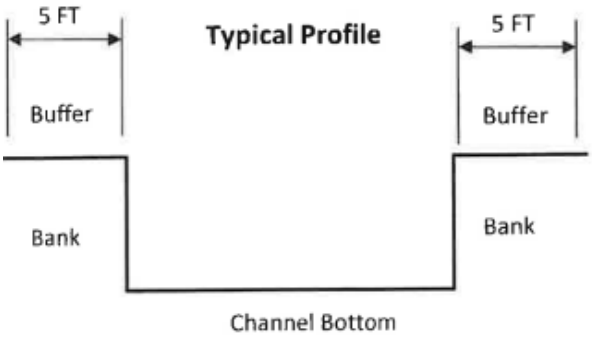

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



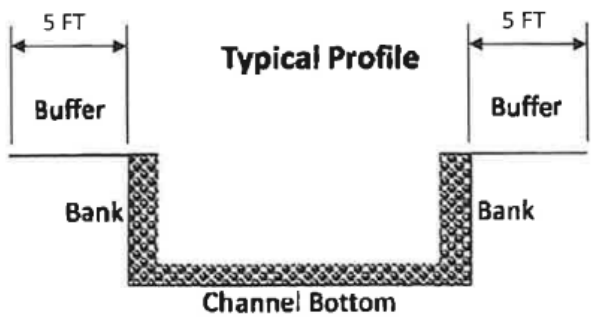

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



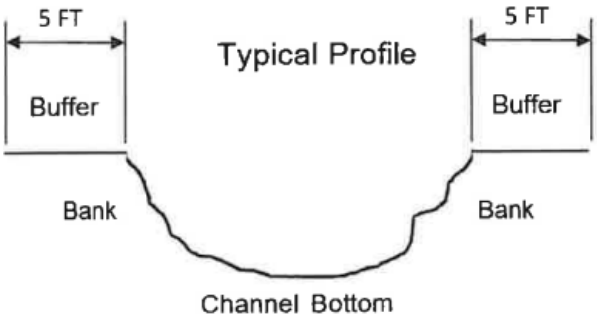

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 26, 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 - Halls Mill Road to McLaughlin Drive

**Amount of Contract:**
$17,236.40

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260519 Godwin Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 - Halls Mill Road to McLaughlin Drive
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,236.40

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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 |
|---|---|---|---|---|---|
| 12663 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – HALLS MILL ROAD TO MCLAUGHLIN DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $17,236.40 | (300080) GODWIN LAND SOLUTIONS LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012663-00 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 | 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 |
|---|---|---|---|---|---|
| 05/18/26 | 300080 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING PROJECT #2026-2070-113 HALLS MILL RD TO MCLAUGHLIN DR<br>Additional Description Notes<br>---<br>DISTRICT 3 | 1.00 EACH | 17236.40000 | 17236.40 |
| 1 | 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 17236.40 |

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 17236.40

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 17236.40 | 2701486.33 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00012663-00 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 |
|---|---|---|---|---|---|
| 05/18/26 | 300080 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/19/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/19/26 | SHONNDA SMITH | |
| Approved | 05/19/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/19/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/19/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/19/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/19/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/19/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/19/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/19/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | 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<br>_____CENTS | |

Total quote (written in words):

Number of working days to complete: 14

## ITEM V

## CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

## ITEM VI

## SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

## ITEM VII

## ARTICLES OF AGREEMENT

**ENTIRE AGREEMENT:**

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

**NO AGENCY RELATIONSHIP CREATED:**

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

**ASSERTION OF RIGHTS:**

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**NON-FUNDING CLAUSE:**

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

**BREACH OF AGREEMENT:**

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

**TERMINATION:**

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

**AUTHORITY OF INSPECTORS:**

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

**PAYMENT:**

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     **City of Mobile**
     **Public Services Maintenance**
     **Attn. Jason Donovan**
     **Program Manager**
     **1900 Hurtel Street**
     **Mobile, Alabama 36605**

**NOTICES:**

9. Notice for the City shall be mailed to:

**City of Mobile**
**Public Services Maintenance**
**Attn. Jason Donovan,**
**Program Manager**
**1900 Hurtel Street**
**Mobile, Alabama 36605**

**EQUAL OPPORTUNITY:**

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

**COMPLIANCE WITH ALABAMA IMMIGRATION LAW:**

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

**BOYCOTT:**

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**ANTI-DISCRIMINATION CLAUSE:**

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

**GOVERNING LAW AND VENUE:**

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

## ITEM VIII

## SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

## ITEM IX

## REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

## ACCOUNTING OF SALES TAX FORM

**To:** City of Mobile **Date:** _____

**Name of Project:** **[Street Name]**
2026 Storm Drainage Ditch Cleaning

**Project Number:** VEG-2026-2070-00

**SALES TAX ACCOUNTING**
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

| **BASE QUOTE** | **ESTIMATED SALES TAX AMOUNT** |
|---|---|
| $ | $ |

**Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.**

**Legal Name of Contractor**_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

# EXHIBIT A
# LOCATION MAP(S) AND PHOTOS

Location Map

| | |
|---|---|
| Location Photo | Location Photo |
| Location Photo | Location Photo |

# EXHIBIT B
# CONTRACTORS INSURANCE CERTIFICATION

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Mobile<br>P.O. Box 1827<br>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.<br>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.

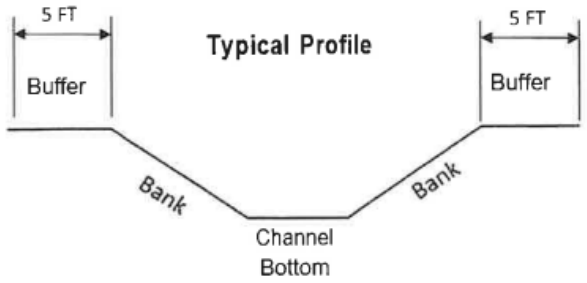
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

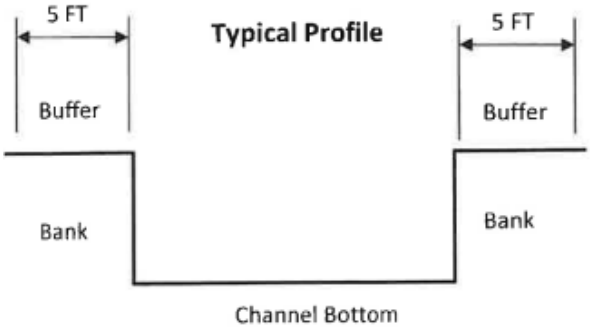
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



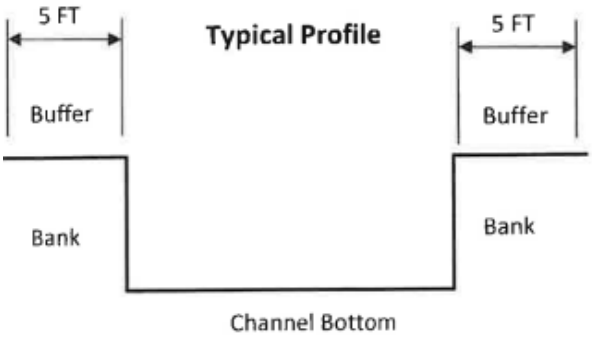

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



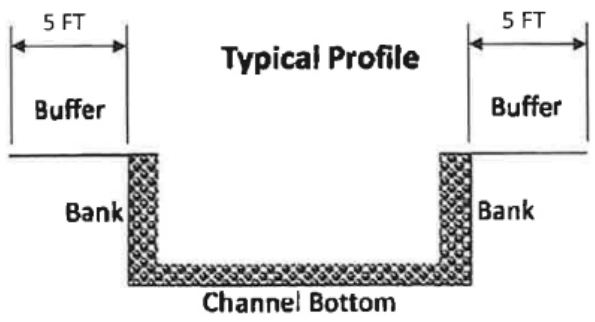

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



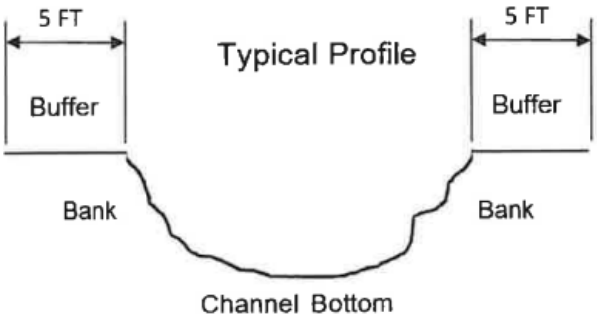

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Invasive Management Services Inc for storm drainage vegetation and debris removal - Butler Street to East I-65 Service Road North

**Amount of Contract:**
$23,127.84

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260519 Invasive Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 Invasive Management Services Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Invasive Management Services Inc for storm drainage vegetation and debris removal - Butler Street to East I-65 Service Road North

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,127.84

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 |
|---|---|---|---|---|---|
| 12687 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – BUTLER STREET TO EAST I-65 SERVICE ROAD NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $23,127.84 | (295980) INVASIVE MANAGEMENT SERVICES INC |

Adopted:

_____

City Clerk

| Bill To | Requisition 00012687-00 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**
INVASIVE MANAGEMENTSERVICES INC
7920 SCHILLINGER PARK RD

MOBILE, AL 36608
UNITED STATES

**Ship To**
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

**Deliver To**
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 295980 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-117 2107<br>BUTLER ST TO SERVICE RD<br>Additional Description Notes<br>---<br>DISTRICT 1 | 1.00<br>EACH | 23127.84000 | 23127.84 |
| | 1 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 23127.84 |

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 23127.84

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 23127.84 | 2701486.33 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00012687-00 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**
INVASIVE MANAGEMENTSERVICES INC
7920 SCHILLINGER PARK RD

MOBILE, AL 36608
UNITED STATES

**Ship To**
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

**Deliver To**
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 295980 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/19/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/19/26 | SHONNDA SMITH | |
| Approved | 05/19/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/19/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/19/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/19/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/19/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/19/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/19/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/19/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | 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<br>_____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<br>P.O. Box 1827<br>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.<br>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.

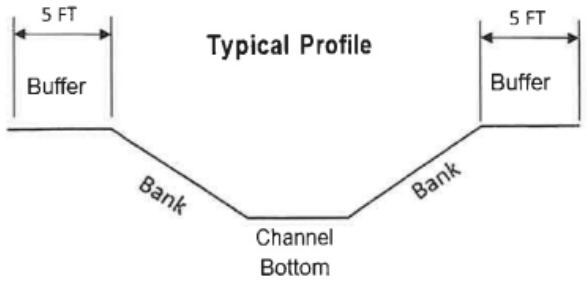
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

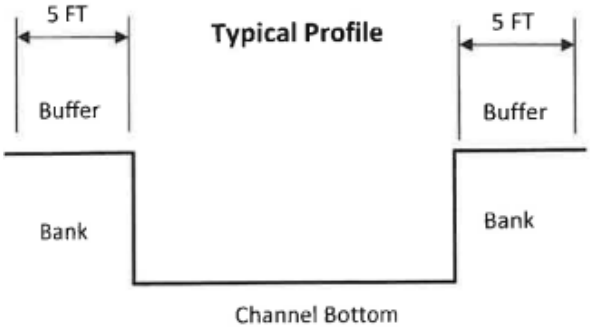
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



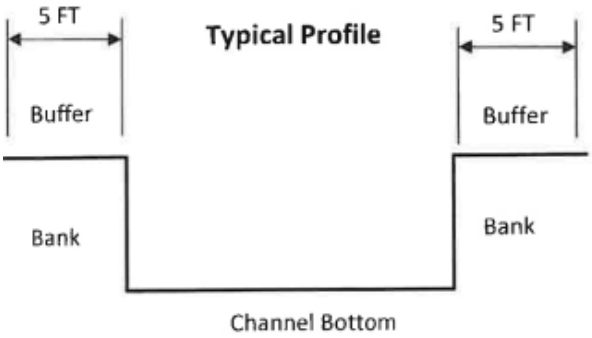

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



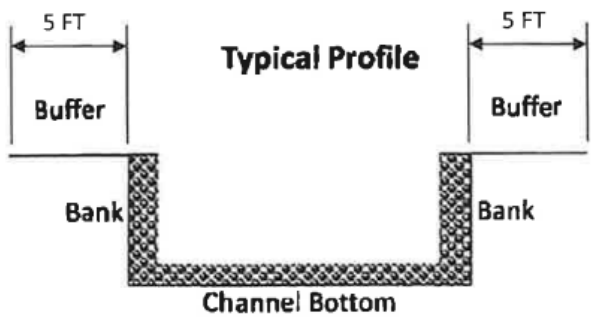

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



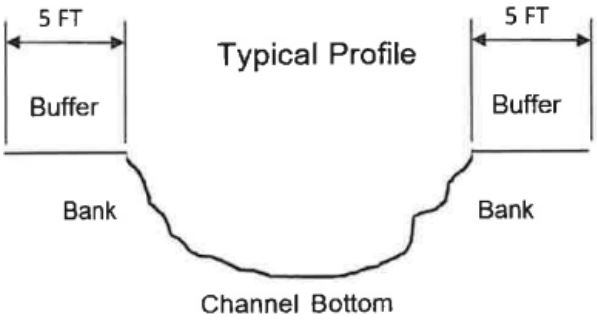

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - 3807 Hilton Drive to Government Blvd

**Amount of Contract:**
$28,043.28

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260519 Major Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 Major League Landscaping LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - 3807 Hilton Drive to Government Blvd

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,043.28

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 |
|---|---|---|---|---|---|
| 12697 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3807 HILTON DRIVE TO GOVERNMENT BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $28,043.28 | (300091) MAJOR LEAGUE LANDSCAPING LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012697-00 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**
MAJOR LEAGUE LANDSCAPING LLC
7370 BORDER CIRCLE N

MOBILE, AL 36608

Tel#251-404-3779

**Ship To**
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

**Deliver To**
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 300091 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-118 3807<br>HILTON DR TO GOVERNMENT BLVD<br>Additional Description Notes<br>---<br>DISTRICT 4 | 1.00<br>EACH | 28043.28000 | 28043.28 |
| | 1 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 28043.28 |

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 28043.28

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 28043.28 | 2701486.33 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00012697-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.40.20.2070.2096.2070.0000.0000.42155.<br>Review:<br>Buyer: 9105paij<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| MAJOR LEAGUE LANDSCAPING LLC<br>7370 BORDER CIRCLE N<br><br><br>MOBILE, AL 36608<br><br>Tel#251-404-3779 | PUBLIC WORKS ADMIN.<br>1900 HURTEL STREET<br>BEFORE 2:30 P.M.<br>MOBILE, AL 36605<br>ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| | Deliver To<br>PUBLIC WORKS ADMIN.<br>1900 HURTEL STREET<br>BEFORE 2:30 P.M.<br>MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 300091 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | ***** Approval/Conversion Info ***** | | | |
| | Activity Date Clerk | Comment | | |
| | Approved 05/19/26 MATTHEW ANDERSON | Auto approved by: 910518244 | | |
| | Approved 05/19/26 SHONNDA SMITH | | | |
| | Approved 05/19/26 CHERI BOUCHER | Auto approved by: 910518244 | | |
| | Approved 05/19/26 DONALD ROSE | Auto approved by: 9105paij | | |
| | Approved 05/19/26 SANDRA LEWIS | Auto approved by: 9105paij | | |
| | Approved 05/19/26 STEVEN KRONINGER | Auto approved by: 9105paij | | |
| | Approved 05/19/26 SAMANTHA COOLEY | Auto approved by: 9105paij | | |
| | Approved 05/19/26 JAMES NEESE | Auto approved by: 9105paij | | |
| | Approved 05/19/26 PATRICIA KENNEDY-JONES | Auto approved by: 9105paij | | |
| | Approved 05/19/26 REBECCA CRUMPLER | Auto approved by: 9105paij | | |
| | Approved 05/19/26 ANNE FOLEY | Auto approved by: 9105paij | | |
| | Approved 05/19/26 JOHN PAINE | | | |

Authorized By: _____ Date: _____
Signature

# 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 |
|---|---|---|---|---|---|
| 12688 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3201 HILLCREST ROAD TO BRYN OLYN COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $23,000.00 | (300101) SAFE HAVEN CO, LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012688-00 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 | Ship To |
|---|---|
| SAFE HAVEN CO. LLC | PUBLIC WORKS ADMIN. |
| 2009 WOLFRIDGE ROAD | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |
| MOBILE, AL 36618 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| Tel#251.447.7802 | |
| | Deliver To |
| | PUBLIC WORKS ADMIN. |
| | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 300101 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-114 3201<br>HILLCREST RD TO HILLCREST RD<br>Additional Description Notes<br>---<br>DISTRICT 6 | 1.00<br>EACH | 23000.00000 | 23000.00 |
| | 1 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 23000.00 |

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 23000.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 23000.00 | 2701486.33 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00012688-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.40.20.2070.2096.2070.0000.0000.42155. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105paij |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| SAFE HAVEN CO. LLC | PUBLIC WORKS ADMIN. |
| 2009 WOLFRIDGE ROAD | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |
| MOBILE, AL 36618 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| Tel#251.447.7802 | |
| | Deliver To |
| | PUBLIC WORKS ADMIN. |
| | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 300101 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/19/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/19/26 | SHONNDA SMITH | |
| Approved | 05/19/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/19/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/19/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/19/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/19/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/19/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/19/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/19/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | 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<br>_____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<br>P.O. Box 1827<br>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.<br>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.

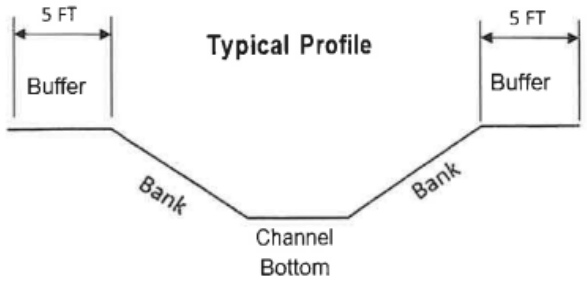
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

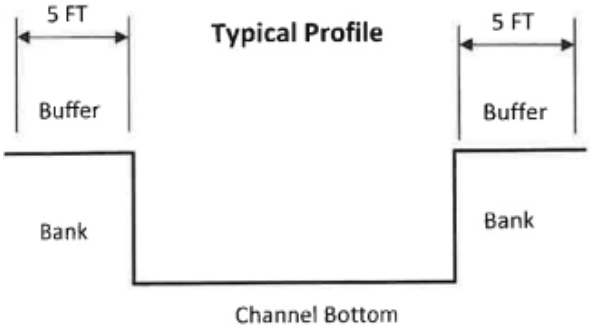
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



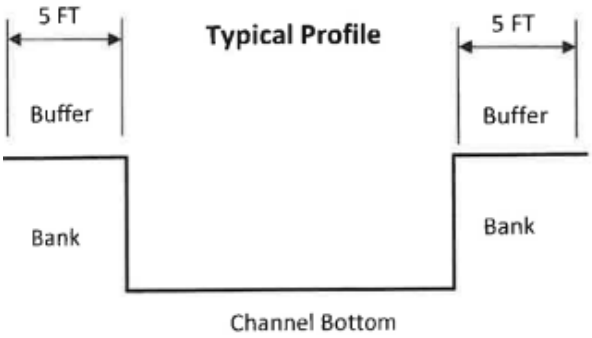

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



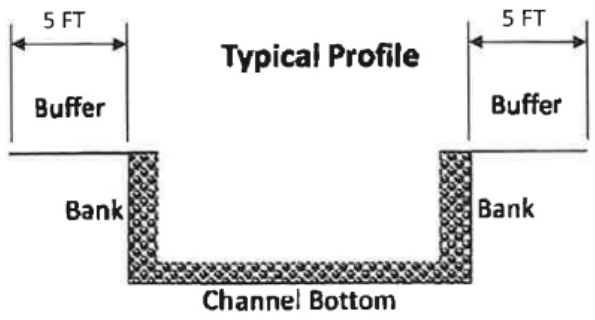

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



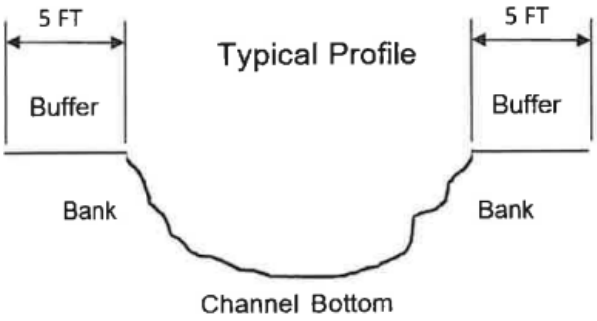

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Safe Haven Co, LLC for storm drainage vegetation and debris removal - 3201 Hillcrest Road to Bryn Olyn Court

**Amount of Contract:**
$23,000.00

**Funding Source**
General fund

**ATTACHMENTS:**
1. 20260519 ISafe Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 May 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Safe Haven Co, LLC.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Safe Haven Co, LLC for storm drainage vegetation and debris removal - 3201 Hillcrest Road to Bryn Olyn Court

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

# R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 12688 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3201 HILLCREST ROAD TO BRYN OLYN COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $23,000.00 | (300101) SAFE HAVEN CO, LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012688-00 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**
SAFE HAVEN CO. LLC
2009 WOLFRIDGE ROAD

MOBILE, AL 36618

Tel#251.447.7802

**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 |
|---|---|---|---|---|---|
| 05/18/26 | 300101 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-114 3201<br>HILLCREST RD TO HILLCREST RD<br>Additional Description Notes<br>---<br>DISTRICT 6 | 1.00<br>EACH | 23000.00000 | 23000.00 |
| 1 | 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 23000.00 |

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 23000.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 23000.00 | 2701486.33 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00012688-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.40.20.2070.2096.2070.0000.0000.42155. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105paij |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| SAFE HAVEN CO. LLC | PUBLIC WORKS ADMIN. |
| 2009 WOLFRIDGE ROAD | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |
| MOBILE, AL 36618 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| Tel#251.447.7802 | |
| | Deliver To |
| | PUBLIC WORKS ADMIN. |
| | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/18/26 | 300101 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/19/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/19/26 | SHONNDA SMITH | |
| Approved | 05/19/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/19/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/19/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/19/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/19/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/19/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/19/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/19/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | 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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| QUOTE PROPOSAL | ITEM IV |
| CERTIFICATE OF CONTRACTORS INSURANCE | ITEM V |
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| REGULATORY REQUIREMENTS AND TAX EXEMPTIONS | ITEM IX |
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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<br>_____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_____

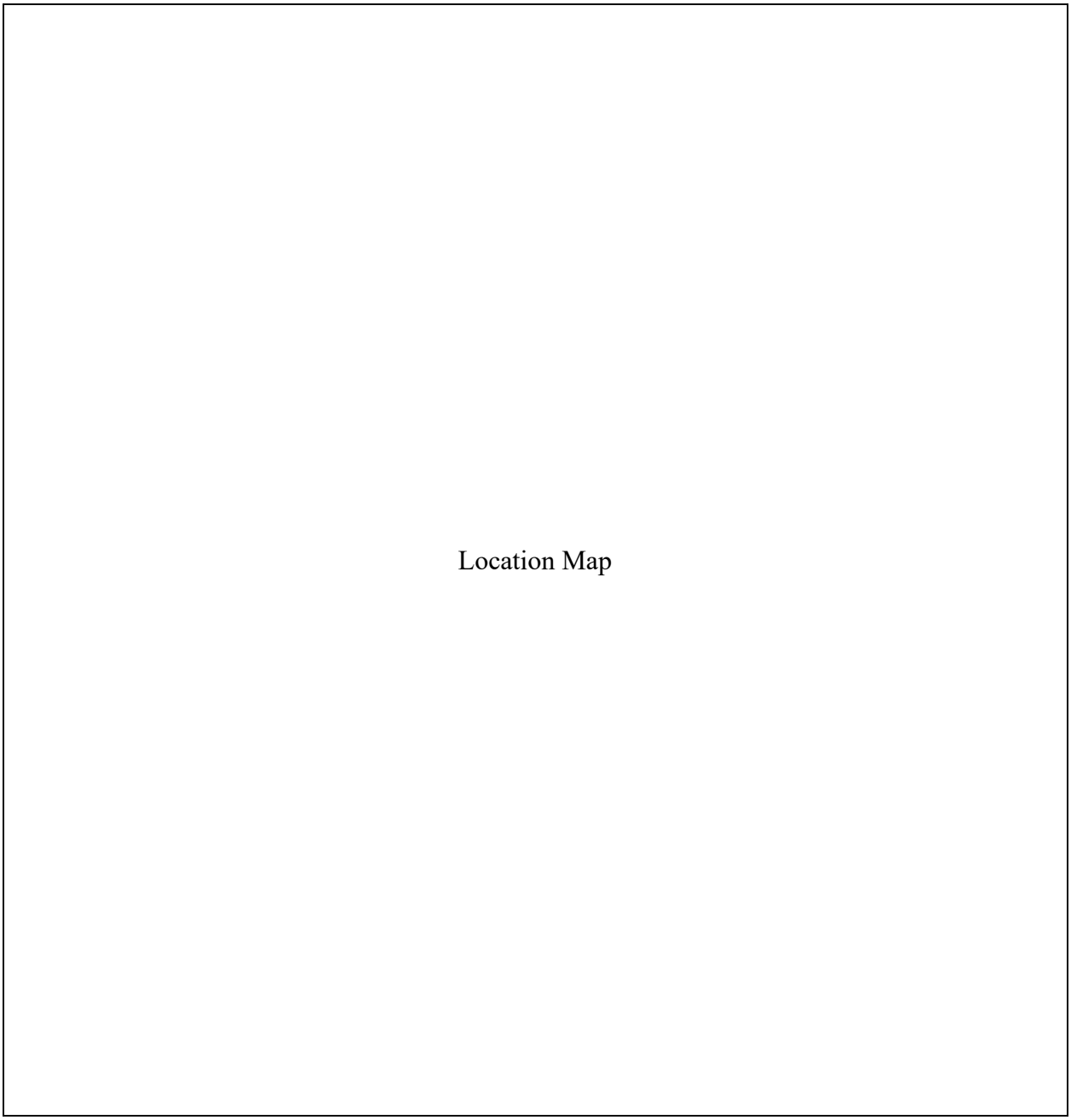
***By (Legal Signature)** _____

*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<br>P.O. Box 1827<br>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.<br>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.

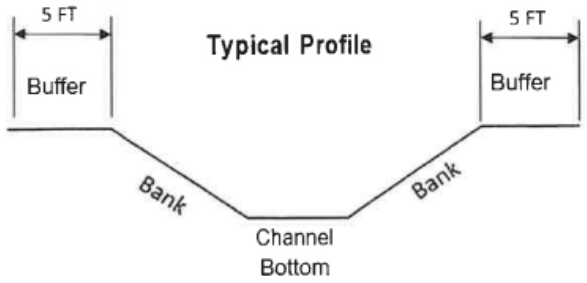
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

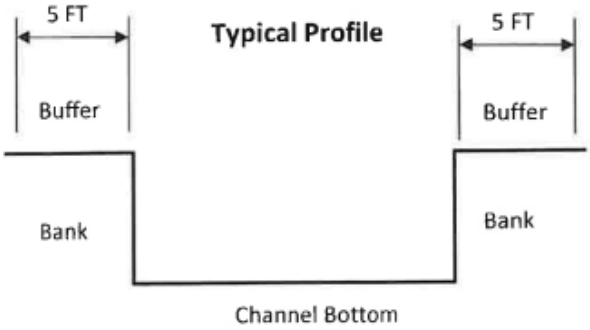
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



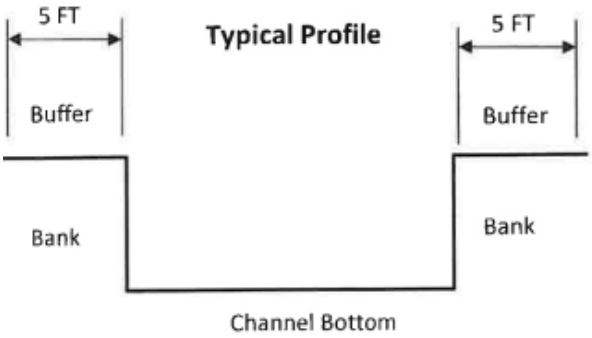

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



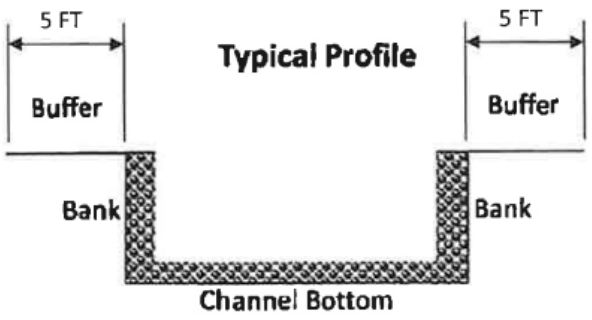

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



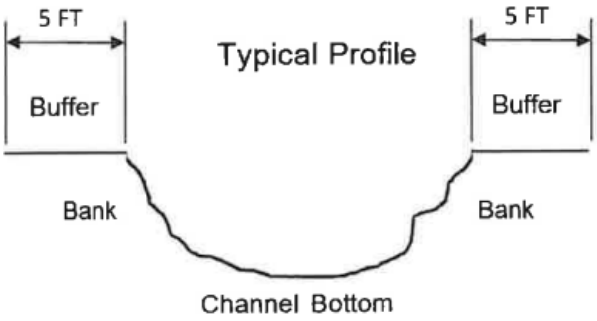

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 26, 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 - 3755 Government Blvd to Montlimar Creek

**Amount of Contract:**
$29,680.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260519 Thomas Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 - 3755 Government Blvd to Montlimar Creek

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,680.00

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 |
|---|---|---|---|---|---|
| 12686 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3755 GOVERNMENT BLVD TO MONTLIMAR CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $29,680.00 | (300085) THOMAS A. GALLOWAY |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012686-00 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 |
|---|---|---|---|---|---|
| 05/18/26 | 300085 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-119 3755<br>GOVERNMENT BLVD TO MONTLIMAR CREEK | 1.00<br>EACH | 29680.00000 | 29680.00 |

Additional Description Notes
---
DISTRICT 4

| | | |
|---|---|---|
| 1 | 1000.40.20.2070.2096.2070.0000.0000.42155. | 29680.00 |

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 29680.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 29680.00 | 2701486.33 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00012686-00 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 |
|---|---|---|---|---|---|
| 05/18/26 | 300085 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/19/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/19/26 | SHONNDA SMITH | |
| Approved | 05/19/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 05/19/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 05/19/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 05/19/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 05/19/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 05/19/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 05/19/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 05/19/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 05/19/26 | 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<br>_____CENTS | |

Total quote (written in words):

Number of working days to complete: 14

## ITEM V

## CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

## ITEM VI

## SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

## ITEM VII

## ARTICLES OF AGREEMENT

**ENTIRE AGREEMENT:**

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

**NO AGENCY RELATIONSHIP CREATED:**

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

**ASSERTION OF RIGHTS:**

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**NON-FUNDING CLAUSE:**

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

**BREACH OF AGREEMENT:**

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

**TERMINATION:**

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

**AUTHORITY OF INSPECTORS:**

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

**PAYMENT:**

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     **City of Mobile**
     **Public Services Maintenance**
     **Attn. Jason Donovan**
     **Program Manager**
     **1900 Hurtel Street**
     **Mobile, Alabama 36605**

**NOTICES:**

9. Notice for the City shall be mailed to:

**City of Mobile**
**Public Services Maintenance**
**Attn. Jason Donovan,**
**Program Manager**
**1900 Hurtel Street**
**Mobile, Alabama 36605**

**EQUAL OPPORTUNITY:**

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

**COMPLIANCE WITH ALABAMA IMMIGRATION LAW:**

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

**BOYCOTT:**

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**ANTI-DISCRIMINATION CLAUSE:**

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

**GOVERNING LAW AND VENUE:**

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

## ITEM VIII

## SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

## ITEM IX

## REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

## ACCOUNTING OF SALES TAX FORM

**To:** City of Mobile **Date:** _____

**Name of Project:** **[Street Name]**
2026 Storm Drainage Ditch Cleaning

**Project Number:** VEG-2026-2070-00

**SALES TAX ACCOUNTING**
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

| **BASE QUOTE** | **ESTIMATED SALES TAX AMOUNT** |
|---|---|
| $ | $ |

**Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.**

**Legal Name of Contractor**_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

# EXHIBIT A
# LOCATION MAP(S) AND PHOTOS

Location Map

| | |
|---|---|
| Location Photo | Location Photo |
| Location Photo | Location Photo |

# EXHIBIT B
# CONTRACTORS INSURANCE CERTIFICATION

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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<br>P.O. Box 1827<br>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.<br>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.

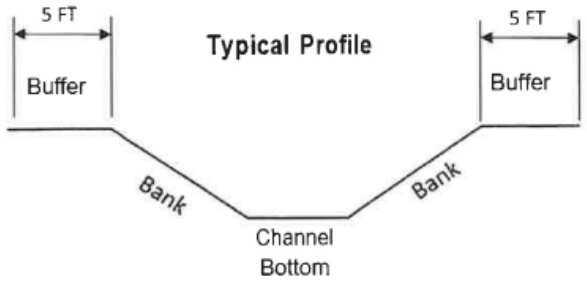
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

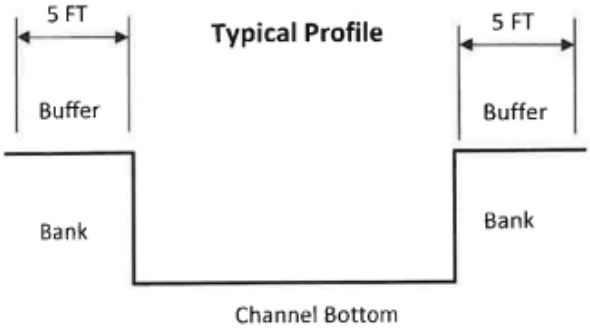
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



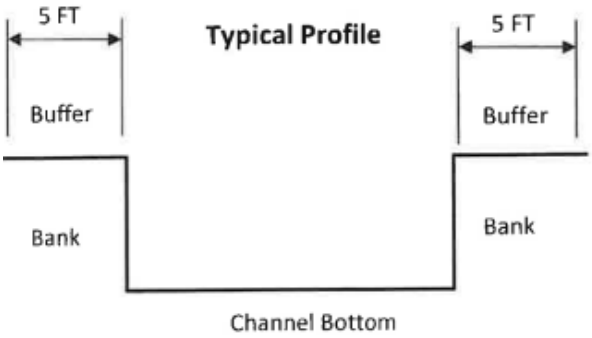

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



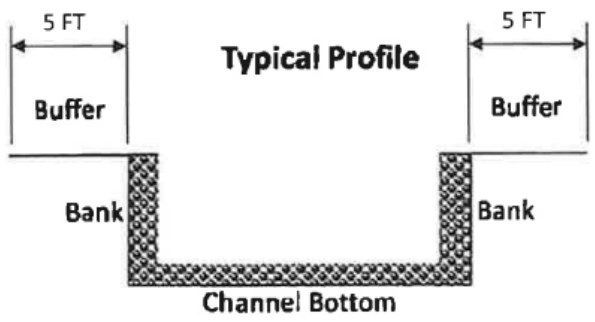

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



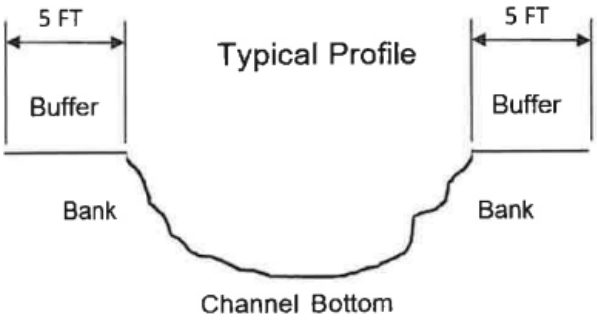

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to B&L Cable Construction LLC for fiber optic cable for Fire Station #1 for MIT.

**Amount of Contract:**
$15,390.00

**Funding Source**
Capital - IT Fiber Expansions / Upgrades

**ATTACHMENTS:**
1. 20260520 BL Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 B&L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to B&L Cable Construction LLC for fiber optic cable for Fire Station #1 for MIT.

Capital - IT Fiber Expansions / Upgrades

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,390.00

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 5966

How many bidders received bid packages (if applicable): 3 + 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, 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 |
|---|---|---|---|---|---|
| 12783 | 2026 | (5000) INFORMATION TECHNOLOGY | FIBER OPTIC CABLE FOR FIRE STATION #1 FOR MIT (SEALED BID 5966) | $15,390.00 | (284224) B & L CABLE CONSTRUCTION LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012783-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.48010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| B & L CABLE CONSTRUCTION LLC | MIT |
| 11446 BROOKLYN RD | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| ANDALUSIA, AL 36421-6419 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#334-427-0888 | Delivery Reference |
| Fax 334-427-8368 | PAUL CLARKE |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/20/26 | 284224 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | PER BID #5966 AND ESTIMATE #857. | | | |
| 001 | 2Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install. | 1360.00 LINEARFOOT | 10.00000 | 13600.00 |
| | 1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0621 .CONSTRUCTN. . | | | 13600.00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>PAUL CLARKE | | | |
| | Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 002 | FIBER OPTIC COMMUNICATION NETWORK SERVICE AND MAINTENACE - FIBER OPTIC AND SPLICE WORK. PER BID #5966 ITEM #2 AND YOUR QUOTE. | 1.00 JOB | 0.00000 | 0.00 |

| Bill To | Requisition 00012783-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.48010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| B & L CABLE CONSTRUCTION LLC<br>11446 BROOKLYN RD<br><br>ANDALUSIA, AL 36421-6419<br><br>Tel#334-427-0888<br>Fax 334-427-8368 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/20/26 | 284224 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Vendor Item<br>Inventory Item/Loc 18046 | | | |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.48010.<br>E C0621 .CONSTRUCTN. . | | | .00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 003 | 36" L x 24" w x 24" D open bottom concrete pull box. Install Only | 5.00 EACH | 290.00000 | 1450.00 |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.48010.<br>E C0621 .CONSTRUCTN. . | | | 1450.00 |

| Bill To | Requisition 00012783-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.48010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| B & L CABLE CONSTRUCTION LLC<br>11446 BROOKLYN RD<br><br>ANDALUSIA, AL 36421-6419<br><br>Tel#334-427-0888<br>Fax 334-427-8368 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/20/26 | 284224 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 004 | Marker Post for Handholes and Fiber Optic conduit lines. Install Only | 5.00<br>EACH | 30.00000 | 150.00 |
| | 1 2000.80.00.0000.0000.0000.0000.0000.48010.<br>E C0621 .CONSTRUCTN. . | | | 150.00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET | | | |

| Bill To | Requisition 00012783-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.48010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| B & L CABLE CONSTRUCTION LLC<br>11446 BROOKLYN RD<br><br>ANDALUSIA, AL 36421-6419<br><br>Tel#334-427-0888<br>Fax 334-427-8368 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/20/26 | 284224 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | MOBILE, AL 36602 | | | |
| 005 | 3 inches of clean pea grave! for 36" L x 24" W open bottom handhole box. Furnish and Install | 5.00<br>EACH | 38.00000 | 190.00 |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.48010.<br>E C0621 .CONSTRUCTN. . | | | 190.00 |

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
PAUL CLARKE

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 15390.00

***** Project Ledger Summary Section *****

| Account | Amount | Remaining Budget |
|---|---|---|
| E C0621 .CONSTRUCTN. . | 15390.00 | 32406.98 |

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

| Account | Amount | Remaining Budget |
|---|---|---|

| Bill To | Requisition 00012783-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.48010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 5 |

| Vendor | Ship To |
|---|---|
| B & L CABLE CONSTRUCTION LLC<br>11446 BROOKLYN RD<br><br>ANDALUSIA, AL 36421-6419<br><br>Tel#334-427-0888<br>Fax 334-427-8368 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>PAUL CLARKE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/20/26 | 284224 | | | | INFORMATION TECHNOLOGY |

| Account | Amount | Remaining Budget |
|---|---|---|
| 2000.80.00.0000.0000.0000.0000.0000.48010.<br>CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION | 15390.00 | 990166.37 |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/20/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 05/20/26 | SCOTT KEARNEY | |
| Approved | 05/20/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 05/20/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 05/20/26 | SCOTT KEARNEY | |
| Approved | 05/20/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 05/20/26 | BRENDA RHODES | |
| Approved | 05/20/26 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 05/20/26 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 05/20/26 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 05/20/26 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 05/20/26 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 05/20/26 | JAMES NEESE | Auto approved by: 9105fola |
| Approved | 05/20/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105fola |
| Approved | 05/20/26 | REBECCA CRUMPLER | Auto approved by: 9105fola |
| Approved | 05/20/26 | ANNE FOLEY | |
| Approved | 05/20/26 | JOHN PAINE | Auto approved by: 9105fola |

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5966
FOR FIBER OPTIC COMMUNICATION
NETWORK SERVICE AND MAINTENANCE

| | ITEM | ADVANCED COMMUNICATIONS | B & L CABLE |
|---|---|---|---|
| #1 | **ITEM #18045** Aerial Cabling | N/B | $3,892.07 |
| #2 | **ITEM #18046** Fiber Optic & Splice | $1,519.00 | $1,140.00 |
| #3 | **ITEM #18047** Boring | $5,219.19 | $3,372.63 |

# 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: 003

**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: |
|---|---|---|---|
| 07/02/2025 | 5966 | MIT | To Be Specified |

**This bid must be received and stamped by the Purchasing office not later than:** 12:01 PM, Friday, July 18, 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. | | | | | |

## FIBER OPTIC COMMUNICATION NETWORK SERVICE AND MAINTENANCE

The City of Mobile is requesting bids to establish pricing for work to be performed requiring **Aerial Cabling**, **Fiber Optic Work**, and/or **Underground Boring**. This work will be part of the installation and maintenance of the City's fiber optic communication network and miscellaneous projects throught the City.

The City will award to the 3 lowest bidders of each Item (or type). The City will use primarily the low bidder. However, if the vendor cannot meet our immediate need, we will go to the next lowest bidder. If that vendor cannot meet our need, we will go to the 3rd lowest bidder.

Also note that the ease of working with the awarded vendor may be a factor in awarding certain jobs. The skill level and equipment required to perform certain jobs may also be a factor at times in the award of certain jobs.

## TECHNICAL SPECIFICATIONS

Qualifications of the Contractor:

- Have at least ten (10) years of experience as a contractor in the field of Communication Maintenance work.
- The field supervisor shall have working knowledge of fiber optic cabling, termination, and boring standards.
- Bidders must meet the general standards of safety set forth in OHSA safety standards for general industry and construction.
- Contractor must have evidence of general contractor liability, auto liability, and worker's compensation insurance.
- Must have uniformed staff and identifiable equipment.



TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

| 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 |
|---|---|---|---|---|---|---|



## SCOPE OF WORK

Contractor agrees to be bound to all applicable provisions of state and City laws concerning the **installation and repair of communication cables, conduits, and aerial material**, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect, should it be required by the City.

## ITEM #1: AERIAL CABLING NARRATIVE

The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation periodically throughout the year.

Fiber optic aerial cable installation and maintenance should adhere to best practices and procedures outlined by fiber optic manufacturer Corning and explained in their literature "Lashed Aerial Installation of Fiber Optic Cable" and by the Fiber Optic Association Inc. –( see www.foa.org ). All aerial fiber optic fusion splicing, termination, and testing should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics ". When applicable the contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements.

The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted.

All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin.

The contractor must have a minimum of 10 years of experience in the field of fiber optic aerial cabling, fusion splicing, termination, testing, and trouble shooting.

## ITEM #2: FIBER OPTIC NARRATIVE

The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year.

Fiber optic termination and splicing on these systems will need to be performed utilizing **fusion splicing** techniques and testing to ensure reliability. The termination and testing process should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics".

| | | | TOTAL | | |
|---|---|---|---|---|---|

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

| QUANTITY | ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. | UNIT | UNIT PRICE Dollars | UNIT PRICE Cents | EXTENSION Dollars | EXTENSION Cents |
|---|---|---|---|---|---|---|



The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted.

All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin.

The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting.

**ITEM #3: UNDERGROUND BORING NARRATIVE**

The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year.

Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements.

The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted.

All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin.

The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation.

**BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.**

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 |
|---|---|---|---|---|---|---|---|



This bid establishes a fixed price for each component of the item. You must bid on each line of the item. Use the attached quote sheets for your pricing and the quantity of one (1) for each component. Failure to quote on a component will disqualify you for that ITEM.You can bid n/c (no charge) for any component. This will establish the price at $0.00.

Total the Unit Price for each ITEM and list your total on this page. (The quote sheets attached will be used for each job.)

**ITEM 1** Aerial Cabeling Total: _____

**ITEM 2** Fiber Optic & Splice Total: _____

**ITEM 3** Boring Total: _____

**A Purchase Order will be issued for each job. The Purchase Order number must appear on all invoices.**

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

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 |
|---|---|---|---|---|---|---|



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.

**Prices are to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile.**

Provider shall acquire and maintain, in full force and effect, 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, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED.

**If you have any questions, please contact the Purchasing Department prior to 12:00 noon on Tuesday, July 15, 2025, at 251-208-7434 or purchasing@cityofmobile.org.**

**THIS BID WILL BE AWARDED ON AN ITEM BASIS**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# Construction Quote

## ITEM 1: AERIAL CABLING NARRATIVE

| | JOB Name: | | Unit Price | Quanity | Extended Price |
|---|---|---|---|---|---|
| 1 | **Emergency Nighttime/Holiday Call Out** To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department). | Hour | | | $ - |
| 2 | **Fiber Optic Diagnostic Testing** to include OTDR, Red Light and Light Meter to determine Fiber Link ualit or fault. | Hour | | | $ - |
| 3 | Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only | Each | | | $ - |
| 4 | **Move Stored Aerial fiber optic cable.** Install Only | Each | | | $ - |
| 5 | **Aerial Fiber Optic cable preparation** (any count fiber). Install Only | Each | | | $ - |
| 6 | **Aerial Fiber Optic Splice Case preparation** (to include expansion kits . Install Only | Each | | | $ - |
| 7 | Aerial Fiber Optic Existing Splice Case Opening and re-entry. | Each | | | $ - |
| 8 | **Aerial Fiber Optic Fusion Splicing** both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only | Each | | | $ - |
| 9 | **Hang and Secure Fiber Optic Splice Case** for Aerial Application. Install Only | Each | | | $ - |
| 10 | **Aerial Fiber Optic Cable Install and Lashing,** One ( 1 ) cable to include lashing material only. Furnish and Install | LF | | | $ - |
| 11 | **Aerial Fiber Optic Cable Install and Lashing,** One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install | LF | | | $ - |
| 12 | Aerial Fiber Optic Cable Install and Over-Lashing One ( 1 ) cable to include lashing material only. Furnish and Install | LF | | | $ - |
| 13 | Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install | LF | | | $ - |
| 14 | Wood Pole Class I II 35 ft. Penta. Furnish and Install | Each | | | $ - |
| 15 | Wood Pole Class II I 40 ft. Penta. Furnish and Install | Each | | | $ - |
| 16 | Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install | LF | | | $ - |
| 17 | Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install | Each | | | $ - |
| 18 | Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point | Each | | | $ - |
| 19 | Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install | Each | | | $ - |
| 20 | Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only | hour | | | $ - |
| 21 | Overhead fiber optic cable and strand wire removal and disposal 100 foot minimum . | LF | | | $ - |
| 22 | Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum). | LF | | | $ - |
| 23 | Combined overhead copper communication cable, fiber optic and strand wire removal (cable is retained by the City of Mobile ) (100 foot minimum). | LF | | | $ - |
| 24 | Removal of pole line hardware after the removal of cable and strand wire. Per pole. | Each | | | $ - |
| 25 | Cable identification marker wrap installation Per pole. Install Only | Each | | | $ - |

**BID NUMBER** _____

**Quote Total** $ - _____

**Contact Info:** _____

**Contact Number** _____

**Date Available** _____

# Construction Quote

## ITEM 2: FIBER OPTIC & SPLICE NARRATIVE

| | JOB Name: | | Unit Price | Quanity | Extended Price |
|---|---|---|---|---|---|
| 1 | **Emergency Nighttime/Holiday Call Out** To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department) | HOUR | | | $ - |
| 2 | **Fiber Optic Diagnostic Testing** to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault. | HOUR | | | $ - |
| 3 | **Fiber Optic Enclosure Housing preparation and installation** (both wall and rack). Install Only | EACH | | | $ - |
| 4 | **Fiber Optic Enclosure Housing Simplex Patchcord/Pigtail prep**aration for fusion splicing to include both Multimode and Singlemode. Install Only | EACH | | | $ - |
| 5 | **Fiber Optic cable preparation** (any count fiber) . Install Only | EACH | | | $ - |
| 6 | **Fiber Optic Splice Case preparation** (to include expansion kits ). Install Only | EACH | | | $ - |
| 7 | **Fiber Optic Existing Splice Case** Opening and re-entry | EACH | | | $ - |
| 8 | **Fiber Optic Fusion Splicing** both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only | HOUR | | | $ - |
| 9 | **Miscellaneous Fiber Optic repair** or install. Labor Only | HOUR | | | $ - |
| 10 | | | | | $ - |
| 11 | | | | | $ - |
| 12 | | | | | $ - |
| 13 | | | | | $ - |
| 14 | | | | | $ - |

**BID NUMBER** _____

**Quote Total** $ - _____

**Contact Info:** _____

**Contact Number** _____

**Date Available** _____

# Construction Quote

## ITEM 3: UNDERGROUND BORING NARRATIVE

| | JOB Name: | | Unit Price | Quanity | Extended Price |
|---|---|---|---|---|---|
| 1 | Buried (Trenched or Directional Drilling) duct HDPE SDRII or SDR13.5 - single 1 1/4 inch conduit. Install only | LF | | | $ - |
| 2 | Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install | LF | | | $ - |
| 3 | Buried (Trenched or Directional Drilling) duct HDPE SDRII - single conduit, SDRII 1 1/4 inch conduit. Furnish and Install | LF | | | $ - |
| 4 | Buried (Trenched or Directional Drilling) duct HDPE SDRII - dual conduits, SDRII 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install | LF | | | $ - |
| 5 | Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install | LF | | | $ - |
| 6 | Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install | LF | | | $ - |
| 7 | Buried (Trenched or Directional Drilling) duct HDPE SDRII - single conduit, SDRII 2 inch conduit. Furnish and Install | LF | | | $ - |
| 8 | Buried (Trenched or Directional Drilling) duct HDPE SDRII - dual conduits, SDRII 2 inch conduit (2 inch x 2). Furnish and Install | LF | | | $ - |
| 9 | Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install | LF | | | $ - |
| 10 | 36" L x 24" w x 24" D open bottom concrete pull box. Install Only | EA | | | $ - |
| 11 | 36" L x 24" w x 30" D open bottom concrete pull box. Install Only | EA | | | $ - |
| 12 | 36" L x 24" W x 36" D open bottom concrete pull box. Install Only | EA | | | $ - |
| 13 | Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install | LF | | | $ - |
| 14 | Marker Post for Handholes and Fiber Optic conduit lines. Install Only | EA | | | $ - |
| 15 | Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install | LF | | | $ - |
| 16 | Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install | LF | | | $ - |
| 17 | Conductor, #12 Stranded or Solid (Tone Wire . Install only | LF | | | $ - |
| 18 | Pull in One ( 1 ) Fiber Optic Cable and One ( 1 ) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only | LF | | | $ - |
| 19 | Pull in Two to Three ( 2 - 3 ) additional Fiber Optic Cables in conduit s stem. Install Only | LF | | | $ - |
| 20 | Pull in One ( 1 ) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only | LF | | | $ - |
| 21 | Pull in One to Two ( 1 - 2 ) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only | LF | | | $ - |
| 22 | Conduit PVC Schedule 40 , 2 inch , to include strapping for above ground building penetration. Furnish and Install | | | | $ - |
| 23 | PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install | EA | | | $ - |
| 24 | Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch | EA | | | $ - |
| 25 | Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch | EA | | | $ - |
| 26 | Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch | EA | | | $ - |
| 27 | Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install | EA | | | $ - |
| 28 | Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install | SQ FT | | | $ - |
| 29 | Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install | SQ FT | | | $ - |
| | 3" of clean pea gravel for 36"L x 24" open bottom handhole box. Furnish and Install | Ea | | | $ - |
| 30 | Proof, Clean Existing Customer Conduit for additional fiber optic cable installation. | EA | | | $ - |
| 31 | Miscellaneous Underground systems repair or install. Labor Only | EA | | | $ - |
| 32 | Right of Way Performance Bond minimum $10,000 | EA | | | $ - |
| 33 | Right of Way Performance Bond minimum $15,000 | EA | | | $ - |
| 34 | Right of Way Performance Bond minimum $20,000 | EA | | | $ - |
| 35 | Right of Way Performance Bond minimum $ 25,000 2.5 percent | EA | | | $ - |

**BID NUMBER** _____

**Quote Total** $ -

**Contact Info:** _____

**Contact Number** _____

**Date Available** _____

# INSURANCE REQUIREMENTS

For the term of this Agreement, Provider 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 Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above)
   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 Provider'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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

# 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 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to CDW Government LLC for annual renewal of SonicWall network security Advanced Protection Security Suite for MIT.

**Amount of Contract:**
$36,402.77

**Funding Source**
General fund

**ATTACHMENTS:**
1. 20260519 CDW Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of SonicWall network security Advanced Protection Security Suite for MIT.

General fund

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $36,402.77

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software and professional service, Sourcewell cooperative purchasing agreement

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 |
|---|---|---|---|---|---|
| 12547 | 2026 | (5000) INFORMATION TECHNOLOGY | ANNUAL RENEWAL OF SONICWALL NETWORK SECURITY ADVANCED PROTECTION SECURITY SUITE SOFTWARE AND SERVICES FOR MIT (BID EXEMPT AS PROFESSIONAL SERVICES AND SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT) | $36,402.77 | (273932) CDW GOVERNMENT LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012547-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC | MIT |
| 230 N MILWAUKEE AVE | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| VERNON HILLS, IL 60061 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#877-501-2756 | Delivery Reference |
| Fax 312-705-0431 | CHATU WIMALARATHNE |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | PER SOURCEWELL CONTRACT #121923-CDWG AND YOUR QUOTE #PVWW104. | | | |
| 001 | SonicWall Advanced Protection Service Suite - subscription license (1 year) Mfg. Part#: 02-SSC-9370 CDW# 6615550 | 1.00 EACH | 36402.77000 | 36402.77 |
| 1 | 1000.10.23.5000.5000.5000.0000.0000.42150. | | | 36402.77 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>CHATU WIMALARATHNE | | | |
| | Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |

Requisition Link

Requisition Total 36402.77

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.10.23.5000.5000.5000.0000.0000.42150. | | |

| Bill To | Requisition 00012547-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.10.23.5000.5000.5000.0000.0000.42150.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>CHATU WIMALARATHNE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| Account | Amount | Remaining Budget |
|---|---|---|
| INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS | 36402.77 | 2001418.25 |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/14/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 05/14/26 | SCOTT KEARNEY | |
| Approved | 05/14/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 05/15/26 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 05/15/26 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 05/15/26 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 05/15/26 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 05/15/26 | JAMES NEESE | Auto approved by: 9105fola |
| Approved | 05/15/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105fola |
| Approved | 05/15/26 | REBECCA CRUMPLER | Auto approved by: 9105fola |
| Approved | 05/15/26 | ANNE FOLEY | |
| Approved | 05/15/26 | JOHN PAINE | Auto approved by: 9105fola |

Authorized By: _____ Date: _____
Signature

# CDW-G

**Technology products and services**

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

## Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

### Contact us

Have questions about a contract or cooperative purchasing?

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

### Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

### Register for an account

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

### Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



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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**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to CDW Government LLC for switches, transceivers and support for a Fibre Channel Storage Area Network for MIT.

**Amount of Contract:**
$39,946.78

**Funding Source**
Capital - IT Technical & Infrastructure Upgrades C0620

**ATTACHMENTS:**
1. 20260519 CDW2 Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to CDW Government LLC for switches, transceivers and support for a Fibre Channel Storage Area Network for MIT.
Capital - IT Technical & Infrastructure Upgrades

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $39,946.78

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 |
|---|---|---|---|---|---|
| 12561 | 2026 | (5000) INFORMATION TECHNOLOGY | SWITCHES, TRANSCEIVERS, AND SUPPORT FOR FIBRE CHANNEL STORAGE AREA NETWORK FOR MIT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT) | $39,946.78 | (273932) CDW GOVERNMENT LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012561-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC | MIT |
| 230 N MILWAUKEE AVE | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| VERNON HILLS, IL 60061 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#877-501-2756 | Delivery Reference |
| Fax 312-705-0431 | GREG HOLLIDAY |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | AS PER SOURCEWELL CONTRACT #121923-CDWG AND YOUR QUOTE #PWHP716. | | | |
| 001 | BROCADE G710 SWITCH 7 FIB CHANNEL | 2.00 EACH | 11253.96000 | 22507.92 |
| | Mfg. Part#: BR-G710-8-32G-0-LNDP | | | |
| | CDW#: 8377146 | | | |
| | 1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0620 .CAPEQUIPMT. . | | | 22507.92 |
| | Ship To | | | |
| | MIT | | | |
| | 651 CHURCH STREET | | | |
| | MOBILE, AL 36602 | | | |
| | Delivery Reference | | | |
| | GREG HOLLIDAY | | | |
| | Deliver To | | | |
| | MIT | | | |
| | 651 CHURCH STREET | | | |
| | MOBILE, AL 36602 | | | |
| 002 | BROADCOM 32GBPS GB ENET XCVR Mfg. Part#: XBR-SMED8G7POD-32G CDW#: 8318090 | 2.00 EACH | 7869.97000 | 15739.94 |
| | 1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0620 .CAPEQUIPMT. . | | | 15739.94 |

| Bill To | Requisition 00012561-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC | MIT |
| 230 N MILWAUKEE AVE | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| VERNON HILLS, IL 60061 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#877-501-2756 | Delivery Reference |
| Fax 312-705-0431 | GREG HOLLIDAY |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 003 | Brocade rack mounting kit Mfg.<br>Part#: XBR-R000162 CDW#: 8003653 | 2.00<br>EACH | 93.80000 | 187.60 |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.47010.<br>E C0620 .CAPEQUIPMT. . | | | 187.60 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |

| Bill To | Requisition 00012561-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC | MIT |
| 230 N MILWAUKEE AVE | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| VERNON HILLS, IL 60061 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#877-501-2756 | Delivery Reference |
| Fax 312-705-0431 | GREG HOLLIDAY |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 004 | Brocade Essential Support 4-Hour Onsite - extended service AGREEMENT - 1YR Mfg. Part#: G710-SVS-4OS-1 CDW#: 8381588 | 2.00 EACH | 755.66000 | 1511.32 |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.47010. E C0620 .CAPEQUIPMT. . | | | 1511.32 |

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 39946.78

***** Project Ledger Summary Section *****

| Account | Amount | Remaining Budget |
|---|---|---|
| E C0620 .CAPEQUIPMT. . | 39946.78 | 16060.55 |

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

| Account | Amount | Remaining Budget |
|---|---|---|

| Bill To | Requisition 00012561-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| Account | Amount | Remaining Budget |
|---|---|---|
| 2000.80.00.0000.0000.0000.0000.0000.47010. | 39946.78 | 2001418.25 |

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/14/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 05/14/26 | SCOTT KEARNEY | |
| Approved | 05/14/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 05/14/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 05/14/26 | SCOTT KEARNEY | |
| Approved | 05/14/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 05/14/26 | BRENDA RHODES | |
| Approved | 05/14/26 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 05/15/26 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 05/15/26 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 05/15/26 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 05/15/26 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 05/15/26 | JAMES NEESE | Auto approved by: 9105fola |
| Approved | 05/15/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105fola |
| Approved | 05/15/26 | REBECCA CRUMPLER | Auto approved by: 9105fola |
| Approved | 05/15/26 | ANNE FOLEY | |
| Approved | 05/15/26 | JOHN PAINE | Auto approved by: 9105fola |

Authorized By: _____ Date: _____
Signature

# CDW-G

**Technology products and services**

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

## Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

### Contact us

Have questions about a contract or cooperative purchasing?

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

### Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

### Register for an account

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

### Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



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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**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to CDW Government LLC for computer network switch for the Convention Center for MIT.

**Amount of Contract:**
$17,071.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260519 CDW3 Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for computer network switch for the Convention Center for MIT.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,071.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid reqmt; 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 |
|---|---|---|---|---|---|
| 12565 | 2026 | (5000) INFORMATION TECHNOLOGY | COMPUTER NETWORK SWITCH FOR CONVENTION CENTER FOR MIT (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT) | $17,071.00 | (273932) CDW GOVERNMENT LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012565-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>CHATU WIMALARATHNE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes<br>--- | | | |
| | PER SOURCEWELL CONTRACT #121923-CDWG AND YOUR QUOTE #PWNW670. | | | |
| 001 | HPE Networking 6300M - switch - 24 ports - managed - rack-mountable<br>Mfg. Part#: JL658A CDW# 5817450<br>The Above Line Item Is For Department: PUB SAF AD | 1.00<br>EACH | 15856.00000 | 15856.00 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 15856.00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>CHATU WIMALARATHNE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 002 | HPE Networking X371 - power supply - hot-plug redundant - 250 Watt<br>Mfg. Part#: JL085A#ABA CDW#: 4360869<br>The Above Line Item Is For Department: PUB SAF AD | 2.00<br>EACH | 420.00000 | 840.00 |

| Bill To | Requisition 00012565-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.30.15.1500.1500.1500.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC | MIT |
| 230 N MILWAUKEE AVE | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| VERNON HILLS, IL 60061 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#877-501-2756 | Delivery Reference |
| Fax 312-705-0431 | CHATU WIMALARATHNE |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 840.00 |

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU WIMALARATHNE

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

| | | | | |
|---|---|---|---|---|
| 003 | HPE Networking network device fan tray - front-to-back airflow Mfg. Part#: JL669B CDW#: 6981468 | 1.00 EACH | 375.00000 | 375.00 |

The Above Line Item Is For Department: PUB SAF AD

| | | | | |
|---|---|---|---|---|
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 375.00 |

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU WIMALARATHNE

Deliver To

| Bill To | Requisition 00012565-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC | MIT |
| 230 N MILWAUKEE AVE | 651 CHURCH STREET |
| | MOBILE, AL 36602 |
| VERNON HILLS, IL 60061 | SAMANTHA.COOLEY@CITYOFMOBILE.GOV |
| Tel#877-501-2756 | Delivery Reference |
| Fax 312-705-0431 | CHATU WIMALARATHNE |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |

Requisition Link

Requisition Total 17071.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.30.15.1500.1500.1500.0000.0000.47010. | 17071.00 | 715778.64 |
| PUBLIC SAFTEY ADMIN EXP EQUIPMENT (GREATER $5000) | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 05/14/26 | CURTIS GRAVES | Approving on behalf of Directo |
| Approved | 05/15/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 05/15/26 | SCOTT KEARNEY | |
| Approved | 05/15/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 05/15/26 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 05/15/26 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 05/15/26 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 05/15/26 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 05/15/26 | JAMES NEESE | Auto approved by: 9105fola |
| Approved | 05/15/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105fola |
| Approved | 05/15/26 | REBECCA CRUMPLER | Auto approved by: 9105fola |
| Approved | 05/15/26 | ANNE FOLEY | |
| Approved | 05/15/26 | JOHN PAINE | Auto approved by: 9105fola |

| Bill To | Requisition 00012565-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>CHATU WIMALARATHNE<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/14/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

Authorized By: _____ Date: _____
Signature

# CDW-G

**Technology products and services**

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

## Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

### Contact us

Have questions about a contract or cooperative purchasing?

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

### Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

### Register for an account

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

### Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



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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**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to Stivers Chrysler Dodge Jeep Ram for one 2026 Dodge Durango AWD PPV SUV for MPD.

**Amount of Contract:**
$43,156.24

**Funding Source**
General fund

**ATTACHMENTS:**
1. 20260521 Stivers Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 26 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 Stivers Chrysler Dodge Jeep Ram

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Chrysler Dodge Jeep Ram for one 2026 Dodge Durango AWD PPV SUV for MPD.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $43,156.24

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: AL state contract

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

How many bidders submitted bids (if applicable): na

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

_____

_____

# R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 12647 | 2026 | (2050) FLEET MANAGEMENT – GARAGE | ONE 2026 DODGE DURANGO 4WD PPV SUV FOR MPD (AL STATE CONTRACT) | $43,156.24 | (298035) STIVERS CHRYSLER DODGE JEEP RAM |

Adopted:

_____
City Clerk

| Bill To | Requisition 00012647-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604<br>SEAN.CLARK@CITYOFMOBILE.ORG | Acct No:<br>1000.30.15.1530.1530.1530.0000.0000.45040.<br>Review:<br>Buyer:<br>Status: Released Page 1 |

| Vendor | Ship To |
|---|---|
| STIVERS CHRYSLER DODGE JEEP RAM<br>2209 COBBS FORD RD<br><br>PRATTVILLE, AL 36066<br><br>Tel#706-315-7796 | MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/16/26 | 298035 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 DODGE DURANGO AWD PURSUIT VEHICLE AS FOLLOWS: 5.7L V8 HEMI MDS VVT ENGINE AWD;CLOTH BUCKET SEATS W/REAR VINYL/BLACK;DEACTIVATE REAR DOORS/WINDOWS;145 MPH MAXIMUM SPEED CALIBRATION (ONLY FOR 5.7 V8 HEMI); BLACK RIGHT LED SPOT LAMP; BLACK LEFT LED SPOT LAMP TO HAVE PW7 WHITE A7/-XP CLOTH BUCKE VINYL REAR SEATS ERB HEMI 5.7 CW6DEACTIVATE REAR DOORS AND WINDOWS LNF LEFT BLACK LED SPOTLIGHT AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003243.5 AND YOUR QUOTE<br>Additional Description Notes<br>---<br>2026 DODGE DURANGO AWD PURSUIT VEHICLE AS FOLLOWS:<br><br>5.7L V8 HEMI MDS VVT ENGINE AWD;CLOTH BUCKET SEATS W/REAR VINYL/BLACK;DEACTIVATE REAR DOORS/WINDOWS;145 MPH MAXIMUM SPEED CALIBRATION (ONLY FOR 5.7 V8 HEMI); BLACK RIGHT LED SPOT LAMP; BLACK LEFT LED SPOT LAMP<br><br>AS REQUESTED BY 1530-PD | 1.00<br>EACH | 42798.24000 | 42798.24 |
| 1 | 1000.30.15.1530.1530.1530.0000.0000.45040. | | | 42798.24 |

| Bill To | Requisition 00012647-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.30.15.1530.1530.1530.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| STIVERS CHRYSLER DODGE JEEP RAM | MOTOR POOL - ATTN: ADAM LYNN |
| 2209 COBBS FORD RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| PRATTVILLE, AL 36066 | AGEET@CITYOFMOBILE.GOV |
| Tel#706-315-7796 | Delivery Reference |
| | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/16/26 | 298035 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 002 | FREIGHT | 179.00 EACH | 2.00000 | 358.00 |
| | Additional Description Notes<br>---<br>172 MILES X $2.00= $344<br>Vendor Item<br>Inventory Item/Loc 14009 | | | |
| 1 | 1000.30.15.1530.1530.1530.0000.0000.45040. | | | 358.00 |
| | Ship To<br>MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE | | | |

| Bill To | Requisition 00012647-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.30.15.1530.1530.1530.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 3 |

| Vendor | Ship To |
|---|---|
| STIVERS CHRYSLER DODGE JEEP RAM | MOTOR POOL - ATTN: ADAM LYNN |
| 2209 COBBS FORD RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| PRATTVILLE, AL 36066 | AGEET@CITYOFMOBILE.GOV |
| Tel#706-315-7796 | Delivery Reference |
| | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/16/26 | 298035 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Deliver To<br>MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |

Requisition Link

Requisition Total 43156.24

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.30.15.1530.1530.1530.0000.0000.45040. | 43156.24 | 145909.19 |
| POLICE ADMIN SERVICES EXP FLEET VEHICLES | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 05/21/26 | JOHN PAINE | GL Allocation, GL Allocation c |
| Approved | 05/18/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 05/18/26 | SHONNDA SMITH | |
| Approved | 05/18/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Queued | 05/21/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Queued | 05/21/26 | SHONNDA SMITH | Auto approved by: 910518244 |
| Queued | 05/21/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Pending | | DONALD ROSE | Auto approved by: 910518244 |
| Pending | | SANDRA LEWIS | Auto approved by: 910518244 |
| Pending | | STEVEN KRONINGER | Auto approved by: 910518244 |
| Pending | | SAMANTHA COOLEY | Auto approved by: 910518244 |
| Pending | | JAMES NEESE | Auto approved by: 910518244 |
| Pending | | PATRICIA KENNEDY-JONES | Auto approved by: 910518244 |
| Pending | | REBECCA CRUMPLER | Auto approved by: 910518244 |
| Pending | | ANNE FOLEY | Auto approved by: 910518244 |

| Bill To | Requisition 00012647-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.30.15.1530.1530.1530.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released Page 4 |

| Vendor | Ship To |
|---|---|
| STIVERS CHRYSLER DODGE JEEP RAM | MOTOR POOL - ATTN: ADAM LYNN |
| 2209 COBBS FORD RD | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| PRATTVILLE, AL 36066 | AGEET@CITYOFMOBILE.GOV |
| Tel#706-315-7796 | Delivery Reference |
| | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE ATTN: SEAN |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 05/16/26 | 298035 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Pending JOHN PAINE | | Auto approved by: 910518244 | |

Authorized By: _____ Date: _____
Signature

## Contract Header

**Contract**
Dodge/Ram Law Enforcement T191L

**Supplier**
Stivers Chrysler Dodge Jeep Ram

**Linked Solicitation**
Dodge/RAM Law Enforcement T191L

**Public Comments**
Provides current model year Dodge and RAM law enforcement vehicles with manufacturer-installed pursuit or special service packages, standard engines and transmissions, factory-installed equipment, optional equipment lines, and delivery provisions

**Type**
Master Agreement

**Contract Code**
MA220000003243

**Sourcing Number**
SRC0000009131

## Contact Information

### Contract Responsible

| First name | Last name | Email | Phone |
|---|---|---|---|
| Kerri | Hines | kerri.hines@procurement.alabama.gov | 334-242-4610 |

1 Record(s)

### Supplier Contact

| First name | Last name | Email | Phone |
|---|---|---|---|
| Butch | Adkins | butchadkins57@aol.com | 3344910701 |

1 Record(s)

## Contract Scope

**Organizations**
State of Alabama

## Contract Validity

**Start Date**
8/15/2022

**End Date**
8/15/2026

## Documents

- Updated Dodge-RAM_L E lines _T191L 8-15-22.pdf
- Dodge Law Enforcement Order Bank Dates.pdf
- Dodge Ram Law Enforcement Terms.pdf

## Items

| Item Name | Product Code | | UOM |
|---|---|---|---|
| Dodge Charger PPV 3.6 AWD | 220000003243-1 | 33,436.06 | Each |
| Dodge Charger PPV 5.7 RWD | 220000003243-2 | 33,872.38 | Each |
| Dodge Durango PPV 3.6L | 220000003243-4 | 39,002.06 | Each |
| Dodge Durango PPV 5.7L Hemi | 220000003243-5 | 41,848.24 | Each |
| Ram 1500 SSV | 220000003243-6 | 38,712.34 | Each |
| Optional Equipment | 220000003243-7 | 0.00 | USD |
| Delivery | 220000003243-8 | 0.00 | USD |

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Joseph Snowden

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**

**Amount of Contract:**
100,000

**Funding Source**

**ATTACHMENTS:**
1. City-Cruise Marketing

**REVIEWERS:**
Dawn Seese
Donna Bryars
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 hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Professional Services Contract with the Mobile Convention and Visitors Corporation, dba Visit Mobile, in an amount Not-to-Exceed $100,000.00 for use in advertising and promotional services for Fiscal Year 26, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

(HEREINAFTER "AGREEMENT")

This **Agreement** made and entered into this _____.

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

And the **Consultant**: MOBILE CONVENTION AND VISITORS CORPORATION
d/b/a VISIT MOBILE
P.O. Box 204
Mobile, Alabama 36601

City of Mobile Business License No.: 67535

Secretary of State Registration No.: 000-066-073

For the following **Project**: FY26 Advertising & Promotional Services

Project Number: CT-2026-001

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 for a sum not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), as outlined in the Consultant's Proposal.

**1.1.2** The Consultant's services shall be as stated in the attached Proposal dated October 1, 2025.

**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.

**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 Chief of Administrative Services 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: | Mobile Convention & Visitors Corporation |
| Address: | 1 South Water Street, Mobile, AL 36602 |
| Phone Number: | Direct: 251-208-2008 Cell: 251-550-0545 |
| Email address: | jgarraway@mobile.org |
| Name: | Jay Garraway |
| Title: | Vice President of Finance & Administration |

**3.1 GENERAL REQUIREMENTS:**

**3.1.1** The Consultant shall deliver the Work complete within Three Hundred and Sixty-Five(365) calendar days from the date of the written Notice to Proceed, retroactive to the first day of the Fiscal Year 2026. Key Performance Indicators (KPIs) shall include: 1) Website Pageviews; 2) Cruise Referrals to Carnival Website; 3) Engagement (Time on Page, Scroll Depth); 4) Partner Referrals; 5) Booking Widget Submissions; 6) Paid Media Metrics (CTR,CPC, Impressions), & 7) Organic Search Growth (Keyword Rankings, Blog Engagement).

**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. 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.

**3.1.5** Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

**3.1.6** 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.

**3.1.7** Payments will be made to the Consultant on a quarterly basis in arrears as invoices are provided to the City of Mobile, Alabama Cruise Terminal Director for review and approval.

**4.1 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 each employee |
| Bodily Injury by Disease | $1,000,000 policy limit |

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, ($1,000,000), personal and advertising injury ($1,000,000), employee theft ($250,000), damage to rented premises ($100,000), medical expenses (any one person) ($5,000), specifically covering the obligations assumed by Consultant.

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

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

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover hired auto and non-owned only, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

**CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE**

The policy endorsement listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

**Waiver of Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

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

**Notice of Cancellation** – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance** – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

## 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. Consultant Proposal, dated October 1, 2025;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements; and
4. This Instrument (Agreement).

## 5.2 TERMINATION OF CONTRACT

The Owner or Contractor 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 201 South Water Street, Mobile, Alabama 36602. 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 and shall not be responsible for services rendered by Consultant outside of the terms of this agreement or before its execution and retroactive date.

## 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 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.

## 13.1 NON-AGENCY CLAUSE

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**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.

**OWNER: City of Mobile**

Signature

Spiro N. Cheriogotis, Mayor
Printed Name and Title

**Legal Name of Party to Contract:**
**CONSULTANT:**
**Mobile Convention & Visitors Corporation**

By Signature

David Clark, President / CEO
Printed Name and Title

**(Corporate Seal if applicable)**

**ATTEST: City of Mobile**

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared DAVID CLARK as President/CEO of Mobile Conv. & Vis. Bureau and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 15th day of May, 2026.

Virginia C. Jackson
NOTARY PUBLIC
My Commission Expires: _____

STATE OF NOTARY PUBLIC ALABAMA
VIRGINIA C. JACKSON
My Commission Expires
March 19, 2028

BORN TO CELEBRATE

October 1, 2025

Ms. Sheila Gurganus
Mobile Alabama Cruise Terminal Director
201 South Water Street
Mobile, AL 36602

Re: Marketing Agreement – Cruising from Mobile (Carnival Cruise Lines)

Dear Ms. Gurganus:

The purpose of this letter is to formalize the agreement between the City of Mobile (the "City") and the Mobile Convention & Visitors Corporation, who does business as Visit Mobile ("Visit Mobile") for a cooperative marketing campaign to promote cruising from Mobile on Carnival Cruise Lines.

Visit Mobile will plan and execute campaign activities reasonably designed to increase awareness and drive bookings for Carnival Cruise Lines sailings departing from the Port of Mobile. Please see the attached Simpleview Strategy & Insights Team, Visit Mobile, Cruise from Mobile, Campaign Brief for more information on our plan.

The City portion of the campaign will not exceed $100,000 (the "City Campaign Budget"), unless otherwise authorized in writing by the City.

The City will reimburse Visit Mobile on a quarterly basis, not to exceed $25,000 per quarter, based on supporting documentation (invoices, contracts, marketing analytics, etc.) submitted by Visit Mobile.

This agreement is effective as of October 1, 2025, and will remain in effect through September 30, 2026.

If there is any additional information we can provide to solidify this agreement please let us know.

Sincerely,

Jay Garraway

Jay Garraway
Vice President of Finance & Administration

simpleview STRATEGY & INSIGHTS TEAM
Strategist: Cayleigh Tomlinson • cayleigh.tomlinson@granicus.com

Visit Mobile

# Cruise From Mobile

Campaign Brief

## Project Timeline

Evergreen

## Executive Summary

The Evergreen Cruise from Mobile campaign aims to drive awareness of Mobile's cruise port and ships, increase bookings to Carnival Cruise Lines, and bring in overnight stays and in-market spend to Mobile, AL. The campaign uses multiple marketing channels, including Display advertising to travelers with interest in cruises for awareness messaging and cross-targeting these audiences through Social Media (Meta) and Google Performance Max to reach users in the consideration phase. The landing page informs users about cruising from Mobile, and key conversions include referrals to Carnival Cruise Lines booking page. Additionally, during key booking months, re-targeting users who have previously visited the Cruises page with Meta ads highlighting the Cruise and Package deals in-market serves to re-engage users and increase time in-market and economic impact.

## Objectives

**Primary**:

- Increase cruise bookings and interest for Mobile as a port
- Increase overnight stays & in-market spend in Mobile from cruise travelers

**Secondary**:

- Increase click-throughs to hotel and attractions deals for cruisers

**KPIs**:

- Website Pageviews
- Cruise Referrals to Carnival Website
- Engagement (Time on Page, Scroll Depth)

- Partner Referrals (Hotels, Attractions, Events)
- Booking Widget Submissions
- Paid Media Metrics (CTR, CPC, Impressions)
- Organic Search Growth (Keyword Rankings, Blog Engagement)

## Target Audience

**Geographic:**
United States

**Audience Segments:**

- New and returning visitors
- Couples, families , solo travelers
- Ages 18+
- All genders
- Interests: Travel, cruises

## Budget & Channels Allocation

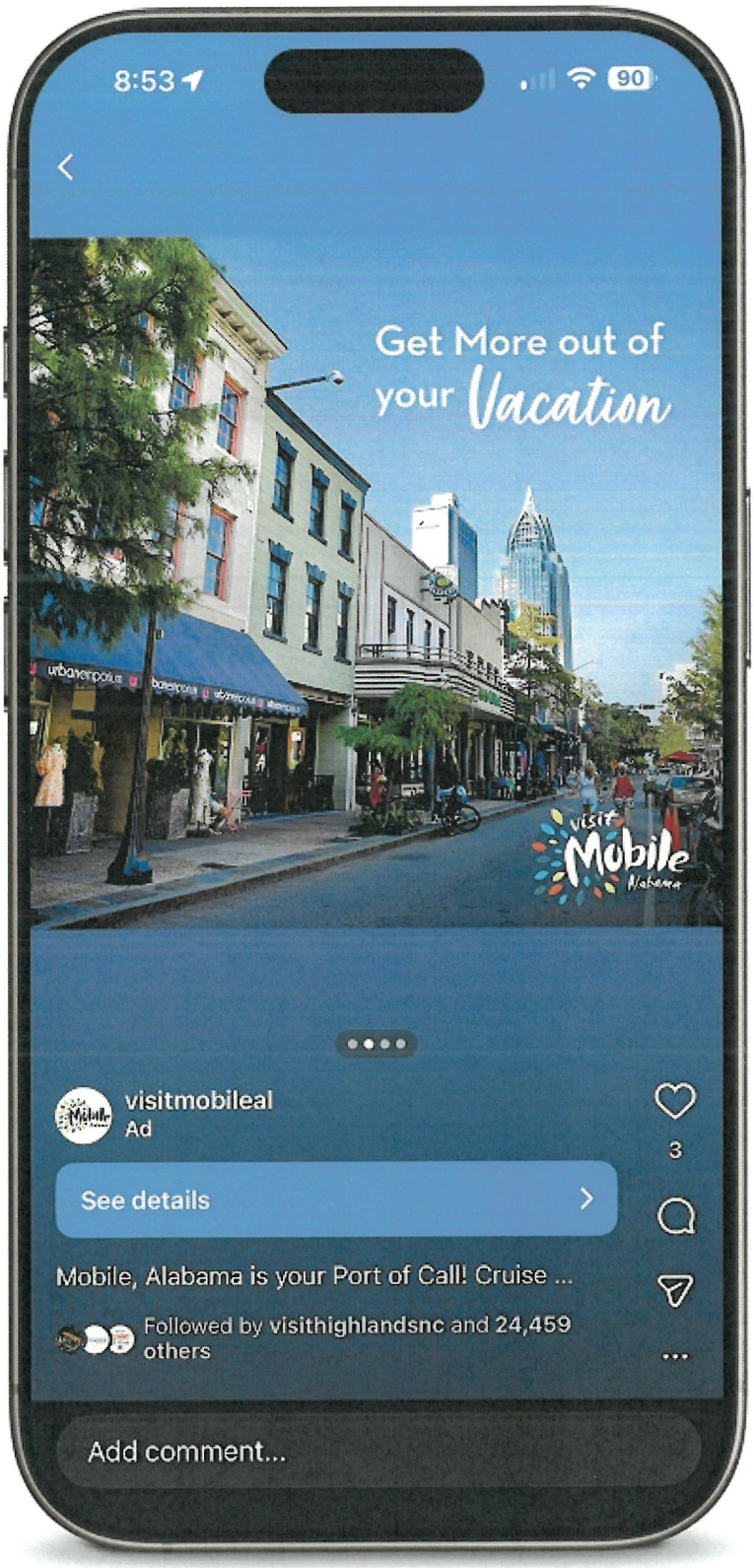
- $133,750 (for FY26 Oct 2025 - Sept 2026)
    - Display $64,000
    - Meta $44,000
    - Google / Performance Max $36,000
    - Meta Re-targeting $2,000

# FY2025 Key Conversion Metrics

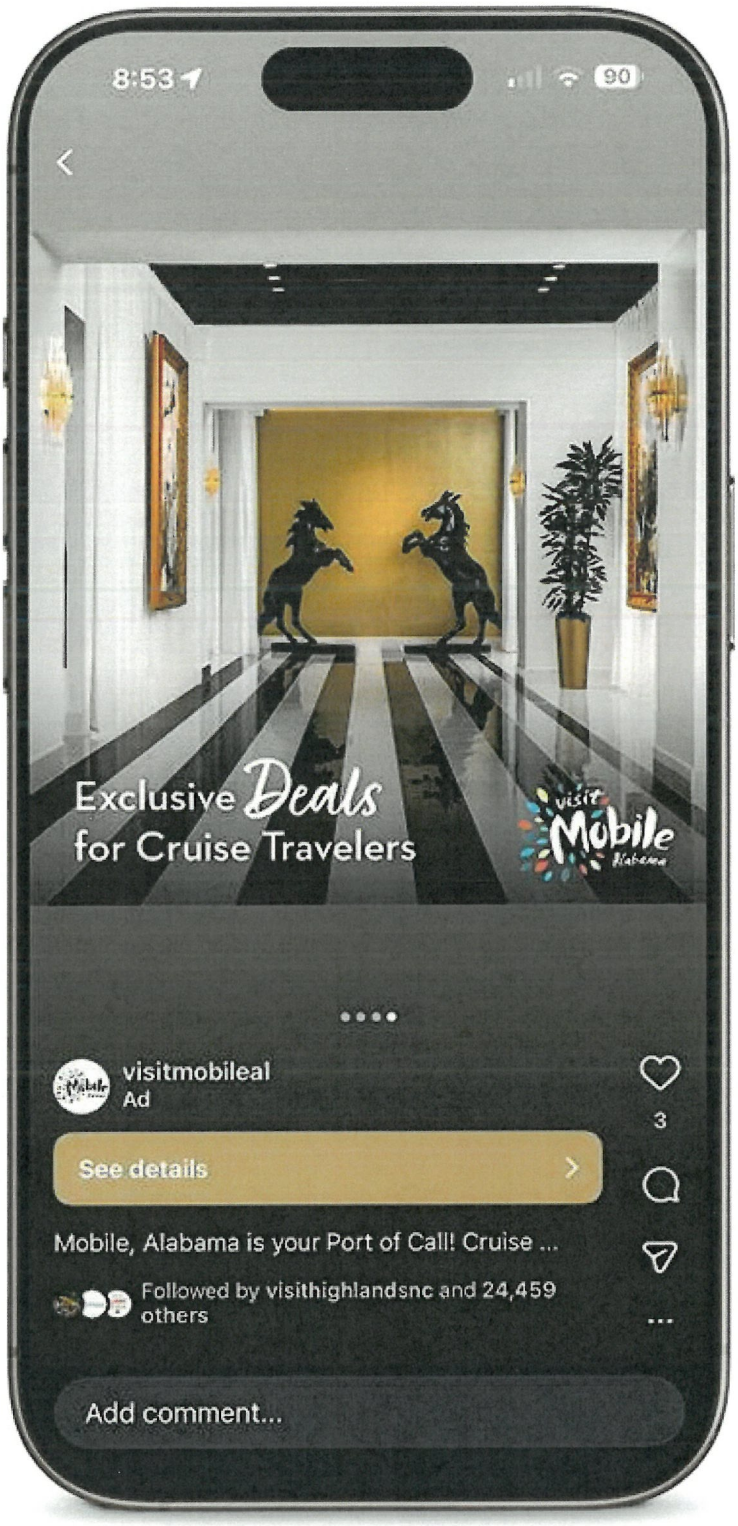
- 39,784 Cruise Referrals
- 315,779 Sessions to all Cruise pages
- 251,363 Active Users to all Cruise pages
- 64% Engagement Rate on all Cruise pages

# Ad Creative Examples


8:53
90
Cruise to the
Caribbean
visitmobileal
Ad
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
3
Add comment...


8:53
90
Get More out of your Vacation
visit Mobile Alabama
visitmobileal
Ad
3
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
Add comment...


8:53
90
Easy to Reach,
Ready to Cruise
visit Mobile
Alabama
visitmobileal
Ad
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
3
Add comment...


8:53
90
Exclusive Deals
for Cruise Travelers
visit Mobile Alabama
visitmobileal
Ad
3
See details
Mobile, Alabama is your Port of Call! Cruise ...
Followed by visithighlandsnc and 24,459 others
Add comment...

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1454608

**Approved by:**

| **Employer** | |
|---|---|
| Mobile Convention & Visitors Corporation | |
| **Name** (Please Type or Print)<br>James A Garraway Jr | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>09/27/2019 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>09/27/2019 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1454608

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Mobile Convention & Visitors Corporation |
| **Company Facility Address** | 1 South Water Street<br>Mobile, AL 36602 |
| **Company Alternate Address** | PO Box 204<br>Mobile, AL 36601 |
| **County or Parish** | MOBILE |
| **Employer Identification Number** | 630968703 |
| **North American Industry Classification Systems Code** | 813 |
| **Parent Company** | |
| **Number of Employees** | 10 to 19 |
| **Number of Sites Verified for** | 1 site(s) |

Client#: 821584 59MOBILCON

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Chris Wilkinson | |
|---|---|---|
| McGriff, a MMA LLC Company<br>433 E. Center St., 2nd Floor<br>Kingsport, TN 37660<br>423 247-7181 | PHONE (A/C, No, Ext): 423 247-7181 | FAX (A/C, No): 888-751-3009 |
| | E-MAIL ADDRESS: Chris.Wilkinson@mcgriff.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : WestGUARD Insurance Company | 11981 |
| INSURED<br>Mobile Convention & Visitors Corp<br>P O Box 204<br>Mobile, AL 36601 | INSURER B : National Liability and Fire Ins Co | 20052 |
| | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY | X | X | C1GP708986 | 01/22/2026 | 01/22/2027 | 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 | $3,000,000 |
| | [ ] POLICY [ ] PRO-JECT [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | X | X | C2GP706103 | 01/22/2026 | 01/22/2027 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | [ ] 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) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | X | WC20266059701 | 01/22/2026 | 01/22/2027 | [X] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A | N / A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | Employe Theft | | | C1GP708986 | 01/22/2026 | 01/22/2027 | $250,000 | |
| A | Professional Liab | X | X | C1GP708986 | 01/22/2026 | 01/22/2027 | $1,000,000/$3,000,000 | |

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

Project Title FY26 Advertising & Promotional Services
Project #CT-2026-001
City of Mobile is included as an additional insured in respects to general liability, and automobile 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
(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Mobile
Post Office 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

Stephen E Harville

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## DESCRIPTIONS (Continued from Page 1)

in favor of City of Mobile with respects to general liability, automobile liability, and workers compensation and employers liability. 30 day notice of cancellation, non-renewal or materal change shall apply except 10 day notice for non payment of premium

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# POLICY CHANGES

Policy Change Number 1

| POLICY NUMBER | POLICY CHANGES EFFECTIVE | COMPANY |
|---|---|---|
| C1GP708986 | 04/20/2026 | AmGUARD Insurance Company |

| NAMED INSURED | AUTHORIZED REPRESENTATIVE |
|---|---|
| Mobile Convention & Visitors Corp<br>PO Box 204<br>Mobile, AL 36601 | McGriff Insurance Services Inc - Mobile<br>41 West I-65 Service Rd N<br>Ste 200<br>Mobile, AL 36608 |

COVERAGE PARTS AFFECTED

Commercial General Liability
Commercial Professional Liability

CHANGES

The following is added as additional insured and waiver of subrogation per the attached forms

City of Mobile
Post Office Box 1827
Mobile, AL 36633

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| City of Mobile<br>Post Office Box 1827<br>Mobile, AL 36633 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

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 - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

| **Name of Person(s) or Organization(s):** |
|---|
| City of Mobile<br>Post Office Box 1827<br>Mobile, AL 36633 |

The "Who is an Insured" section of each coverage form is amended to include as an insured the following person(s) or organization(s) shown in the Schedule above, but only to the extent of liability arising in whole or in part from your negligence.

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.

With respect to the insurance afforded to the additional insureds shown in the Schedule above, the following is added to the Limits Of Insurance section of each coverage form:

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.

**All other terms and conditions of this policy remain the same.**

**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:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM
EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| City of Mobile<br>Post Office Box 1827, Mobile, AL 36633 |
| 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.

**N) BLANKET ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING - BY CONTRACT, AGREEMENT OR PERMIT**

**1)** Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:

**a)** currently in effect or becoming effective during the term of this policy; and

**b)** executed prior to the "bodily injury," "property damage," "personal and advertising injury.

**2)** This insurance provided to the additional insured by this endorsement applies as follows:

**a)** That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:

**(1)** Premises you own, rent, lease, or occupy, or

**(2)** Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.

**b)** 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)** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

**a)** 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 site 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 on or at the same project.

**b)** This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.

**4)** Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

**O) GENERAL AGGREGATE LIMIT PER LOCATION**

**SECTION III** – Limits of Insurance, paragraph **2.** is deleted and replaced by the following:

**2.** The most we will pay for all damages and medical expenses combined attributable to ongoing operations at any and all locations, regardless of the number of locations, insureds, claims made, "suits" brought, or persons or organizations making claims or bringing "suits" is a Maximum General Policy Aggregate Limit equal to $10,000,000.

**P) BLANKET SPECIAL EVENTS**

This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all special events hosted or operated by the named insured. However, this insurance does not apply to the following EXCLUDED EVENTS:

**a)** Parades

**b)** Aircraft

**c)** Motorcycle runs and automobile rallies

**d)** Fireworks

**e)** Firearms

**f)** Animals other than domesticated household pets

**g)** Carnivals and fairs with mechanical rides

**h)** Concerts

**i)** Events including contact sports

**j)** Rodeos

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# POLICY CHANGES

Policy Change Number 1

| POLICY NUMBER | POLICY CHANGES EFFECTIVE | COMPANY |
|---|---|---|
| C2GP706103 | 05/05/2026 | AmGUARD Insurance Company |

| NAMED INSURED | AUTHORIZED REPRESENTATIVE |
|---|---|
| Mobile Convention & Visitors Corp<br>PO Box 204<br>Mobile, AL 36601 | McGriff Insurance Services Inc - Mobile<br>41 West I-65 Service Rd N<br>Ste 200<br>Mobile, AL 36608 |

COVERAGE PARTS AFFECTED

Commercial Auto

CHANGES

The following is added as additional insured per the attached form:

City of Mobile
Post Office Box 1827
Mobile, AL 36633

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

POLICY NUMBER: C2GP706103

**COMMERCIAL AUTO**
**CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:**
Mobile Convention & Visitors Corp

**Endorsement Effective Date:**
05/05/2026

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**
City of Mobile
Post Office Box 1827
Mobile, AL 36633

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.


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POLICY NUMBER: C2GP605067

**COMMERCIAL AUTO**
**CA 04 44 10 13**

**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:** Mobile Convention & Visitors Corp

**Endorsement Effective Date:** 01/22/2025

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| |
| 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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**Workers' Compensation and Employer's Liability Policy**
**National Liability & Fire Insurance Company**

Renewal of: WC-2025-60597-00
NAIC #/Type: 19054/Stock
Policy #: WC-2026-60597-00

**Policy Information & Declarations Page**

**1 Named Insured and Mailing Address**

MOBILE CONVENTION & VISITORS CORP.
P.O. BOX 204
MOBILE, AL 36601

Other workplaces not shown above: See attached SCHEDULE OF LOCATIONS

| | | | |
|---|---|---|---|
| **Federal Employer's ID** | 63-0968703 | **Phone:** | (251) 208-2008 |
| **Risk ID Number** | 010417627 | **Fax:** | |
| **Insured is (legal entity)** | C Corporation | **Contact:** | JAY GARRAWAY |

**2 Policy Period**

From, 01/22/2026 to, 01/22/2027 12:01 AM, standard time at the Insured's mailing address.

**3 Coverage**

A. Workers' Compensation Insurance - **Part One** of the policy applies to the Workers' Compensation Law of the following states:
AL SC TX

B. Employers Liability Insurance -**Part Two** of the Policy applies to work in each of the states listed in item 3A. The limits of our Liability under Part Two are:

| | | | |
|---|---|---|---|
| Bodily Injury by Accident | (each accident) | $ | 1,000,000 |
| Bodily Injury by Disease | (policy limit) | $ | 1,000,000 |
| Bodily Injury by Disease | (each employee) | $ | 1,000,000 |

C. Other States Insurance - **Part Three** of this policy applies to the following states, except any state listed in item 3A., and the states of North Dakota, Ohio, Washington, and Wyoming.
AL AR FL GA IN KY LA MO MS NC SC TN TX VA

D. This policy includes these endorsements and schedules:
WC 00 00 00 C WC 00 03 13 WC 00 04 04 WC 00 04 06 A WC 00 04 14 A WC 00 04 21 F WC 00 04 22 C WC 00 04 24 WC 00 04 25 WC 01 04 01 WC 39 06 01 WC 42 03 01 L WC 42 03 05 A WC 42 03 08 WC 42 03 10 WC 42 04 07 WC AL NOTICE WC DISPUTE NOTICE AL WC DISPUTE NOTICE SC WC DISPUTE NOTICE TX WC E-DOC NOTICE

**4 Premium**

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

| | | |
|---|---|---|
| **Total Estimated Annual Premium (See Page 2)** | **$** | **3,503** |

Policy Issued by:
ASSOCIATED INSURANCE ADMINISTRATORS, INC.
P.O. BOX 231330
MONTGOMERY, AL 36123-1330

(334) 279-7600 (main)
(334) 279-9966 (fax)
http://www.aiamga.com

## 4 Premium (continued)

| Classification | Rate Basis | State | Code No | Premium Basis Total Estimated Annual Remuneration | Rate Per $100 | Estimated Annual Premium |
|---|---|---|---|---|---|---|
| WAIVER OF SUBROGATION | 01/22/2026 | AL | 0930P | 1.00 | 250.000 | $ 250 |
| SALESPERSONS, COLLECTORS OR MESSENGERS -OUTSIDE | 01/22/2026 | AL | 8742 | 556,645.00 | 0.234 | $ 1,303 |
| CLERICAL OFFICE EMPLOYEES NOC | 01/22/2026 | AL | 8810 | 1,222,686.00 | 0.103 | $ 1,259 |
| Premium for Employer Liability Increased Limits Part Two: | | | | $ 1,779,332.00 | 1.40% | $ 39 |
| Balance to Employer Liability Increased Limits Minimum Premium: | $ | 25.00 | | | | $ 0 |
| Deductible Credit: | $ | NONE | | | % | $ 0 |
| Drug-Free Workplace Premium Credit: | | | | | 0.000% | $ 0 |
| Total Premium SUBJECT to Experience or Merit Modification: | | | | | | $ 2,851 |
| Premium MODIFIED to reflect Experience or Merit Modification of: | | | | | 1.000 | $ 0 |
| Schedule Credit: | | | | | 17.000% | $ -485 |
| Balance to Minimum Premium: | $ | 0 | | | | $ 0 |
| Premium Discount (if applicable): | | | | | 0.0% | $ 0 |
| Terrorism per $100 Payoll: | | | | | 0.733% | $ 130 |
| Catastrophe (other than Certified Acts of Terrorism) per $100 Payoll: | | | | | 1.47% | $ 261 |
| Expense Constant: | | | | | | $ 340 |
| Tax Amount: | $ | 0.00 | | | % | $ 0 |
| ESTIMATED PREMIUM PER STATE: | | | | | | $ 3,097 |
| SALESPERSONS, COLLECTORS OR MESSENGERS -OUTSIDE | 01/22/2026 | SC | 8742 | | 0.292 | $ 0 |
| Premium for Employer Liability Increased Limits Part Two: | | | | $ | 1.40% | $ 0 |
| Balance to Employer Liability Increased Limits Minimum Premium: | $ | 0.00 | | | | $ 0 |
| Deductible Credit: | $ | NONE | | | % | $ 0 |
| Drug-Free Workplace Premium Credit: | | | | | 0.000% | $ 0 |
| Total Premium SUBJECT to Experience or Merit Modification: | | | | | | $ 0 |
| Premium MODIFIED to reflect Experience or Merit Modification of: | | | | | 1.000 | $ 0 |
| Schedule Credit: | | | | | 17.000% | $ 0 |
| Balance to Minimum Premium: | $ | 406 | | | | $ 406 |
| Premium Discount (if applicable): | | | | | 0.0% | $ 0 |
| Terrorism per $100 Payoll: | | | | | 0.810% | $ 0 |
| Catastrophe (other than Certified Acts of Terrorism) per $100 Payoll: | | | | | 1.62% | $ 0 |
| Expense Constant: | | | | | | $ 0 |
| Tax Amount: | $ | 0.00 | | | % | $ 0 |
| ESTIMATED PREMIUM PER STATE: | | | | | | $ 406 |
| SALESPERSONS, COLLECTORS OR MESSENGERS-OUTSIDE | 01/22/2026 | TX | 8742 | | 0.100 | $ 0 |

Policy Issued by:
ASSOCIATED INSURANCE ADMINISTRATORS, INC.
P.O. BOX 231330
MONTGOMERY, AL 36123-1330

(334) 279-7600 (main)
(334) 279-9966 (fax)
http://www.aiamga.com

| | | | | |
|---|---|---|---|---|
| Premium for Employer Liability Increased Limits Part Two: | | $ | 1.40% | $ 0 |
| Balance to Employer Liability Increased Limits Minimum Premium: | $ 0.00 | | | $ 0 |
| Deductible Credit: | $ NONE | | % | $ 0 |
| Drug-Free Workplace Premium Credit: | | | 0.000% | $ 0 |

| | | | |
|---|---|---|---|
| Total Premium SUBJECT to Experience or Merit Modification: | | | $ 0 |
| Premium MODIFIED to reflect Experience or Merit Modification of: | | 1.000 | $ 0 |
| Schedule Credit: | | 17.000% | $ 0 |
| Balance to Minimum Premium: | $ 0 | | $ 0 |

| | | | |
|---|---|---|---|
| Premium Discount (if applicable): | | 0.0% | $ 0 |
| Terrorism per $100 Payoll: | | 3.34% | $ 0 |
| Catastrophe (other than Certified Acts of Terrorism) per $100 Payoll: | | No Charge | $ 0 |
| Expense Constant: | | | $ 0 |
| Tax Amount: | $ 0.00 | % | $ 0 |
| ESTIMATED PREMIUM PER STATE: | | | $ 0 |

| | |
|---|---|
| **Total Estimated Annual Premium:** | **$ 3,503** |

AGENCY
MCGRIFF, A MARSH & MCLENNAN AGENCY LLC C
(251) 438-9800 (main) (888) 751-3021 (fax)

COUNTERSIGNED BY: _____
(AUTHORIZED AGENT)

Policy Issued by:
ASSOCIATED INSURANCE ADMINISTRATORS, INC.
P.O. BOX 231330
MONTGOMERY, AL 36123-1330

(334) 279-7600 (main)
(334) 279-9966 (fax)
http://www.aiamga.com




**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Jennifer Greene, Dir of Programs & Project Mgmt

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
The attached amendment #1 executes a change to the contract between the City of Mobile and Volkert, Inc. for Broad St Phase III – Broad St from Garrity St. to Palmetto St., City of Mobile Project No. 2024-2045-05. The purpose of this amendment is to provide additional Engineer of Record design services to prepare a landscape design plan for the Broad St Phase III project. This work will be in addition to the scope of the original contract. With this amendment, the current contract amount of $287,103.00 will increase by $28,650.00 for a new contract sum of $315,753.00.

**Amount of Contract:**
$28,650.00

**Funding Source**
G-BROADPHIII

**ATTACHMENTS:**
1. CoverLetter
2. Resolution
3. Broad Phase 3 PE Amendment #1 for Execution
4. Broad Phase 3 PE Contract FULLY EXECUTED

**REVIEWERS:**
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro

March 20, 2026

To Whom It May Concern:

The attached amendment #1 executes a change to the contract between the City of Mobile and Volkert, Inc. for Broad St Phase III – Broad St from Garrity St. to Palmetto St., City of Mobile Project No. 2024-2045-05.

The purpose of this amendment is to provide additional Engineer of Record design services to prepare a landscape design plan for the Broad St Phase III project. This work will be in addition to the scope of the original contract.

With this amendment, the current contract amount of $287,103.00 will increase by $28,650.00 for a new contract sum of $315,753.00.

I look forward to continued communication on this important project. Please call me with questions at 251-208-7689 or email me at cody.reed@cityofmobile.org.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Department of Engineering and Infrastructure

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 MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment No. 1 to the contract listed below, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

| | |
|---|---|
| Name of Company: | Volkert, Inc. |
| COM Project Name: | Broad Street Phase III<br>Broad St from Garrity Road to Palmetto Street |
| COM Project Number: | 2024-2045-05 |
| Contract increase: | $28,650.00 |

Adopted:

_____

City Clerk

CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

**PROJECT:** Broad Street Phase III – Broad St from Garrity St to Palmetto St

**AMENDMENT NO:** ONE (1)

**ADDRESS:** N/A

**DATE:** March 10, 2026

**TO CONTRACTOR:** Volkert, Inc.

**PROJECT NO:** 2024-2045-05

**ADDRESS:** 1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

**CONTRACT DATE:** November 26, 2024

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase contract amount to $315,753.00
2. Complete change in scope as referenced in attached letter dated March 18, 2026, from Volkert, Inc.
3. There is no change to the contract time

---

THE CONTRACT HAS CHANGED AS FOLLOWS:

| | |
|---|---|
| Original Contract Sum: | $287,103.00 |
| Net change by previously authorized Amendments: | $0 |
| Contract Sum prior to this Amendment: | $287,103.00 |
| Contract Sum will INCREASE by this Amendment in the amount of: | $28,650.00 |
| New Contract Sum including this Amendment will be: | $315,753.00 |
| Contract End Date will REMAIN: | December 10, 2026 |

**Volkert, Inc.**
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609
251.342.1070
www.volkert.com

March 18, 2026

Jennifer Greene
Director of Programs & Project Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

**SUBJECT: Supplemental #1 to CoM Project # 2024-2045-05 (Broad St Phase III)**

Dear Ms. Greene:

Please find the following Supplemental Agreement #1 to the agreement executed on November 26, 2024, for City of Mobile Project Number 2024-2045-05, approved under City of Mobile Resolution 21-638, for professional services for the above referenced project.

The Supplemental Agreement #1, and our relationship will be governed by the terms and conditions stated in the original agreement. If the scope of work, and proposed fee is acceptable please indicate your acceptance by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Harold "Hank" Z. Eubanks, PE
Regional Vice President – East Gulf Region

## SUPPLEMENTAL CONDITIONS LETTER

## SECTION I – SCOPE OF WORK

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

The scope of services will provide additional professional design services which include the development of a planting layout along the current project limits of Broad Street from Garrity Street to Palmetto Street (Broad Phase Three) with the following:

### Supplemental Design Services

**Planting Layout & Planting Schedule:**

Volkert hereby agrees to provide services for the preparation of a planting layout and schedule for the project corridor, approximately 1.5 miles in length. The planting set is anticipated to include approximately 20 sheets and will be incorporated into the overall engineering plan set for the next scheduled submittal. Effort will focus on preparation of planting plans, planting details, plant schedules, and associated quantity information to support the project submission. This work shall include:

**Task 1 – Development of Planting Plans, Details and Quantities/Estimate and Associated Planting Project Management**

The planting plans will identify the location and species of proposed plant materials along the corridor, as well as quantities and spacing as applicable. For trees and shrubs, the plans will show generalized planting locations with a planting tag identifying species using a two- to three-letter abbreviation and associated quantity. Groundcover, perennials, and ornamental grasses will be represented using a unique hatch pattern with an associated tag identifying species using a two- to three-letter abbreviation, quantity, and spacing. For the purposes of this scope, it is assumed that proposed tree plantings are not required to satisfy a formal tree replacement requirement associated with the removal of existing trees, as may be required in some jurisdictions through caliper-based or canopy replacement calculations. Tree protection plans are not included in this scope.

Planting design under this scope will focus on street trees and understory planting within medians and designated curb and sidewalk buffer areas as identified by the roadway team. The team will prepare planting plan sheets using the most current roadway base files provided by the engineering team, including background preparation, layer management, sheet layout development, and viewport configuration necessary to integrate the planting sheets into the overall plan set. Planting areas will be identified and confirmed based on information shown in the base files and direction from the roadway team, and within those areas will generally be dictated by the location of underground utilities and roadway features such as light poles, drainage structures, and driveways, as well as by maintaining appropriate sight distance and

safety setbacks. We assume groundcover, shrubs, perennials, and ornamental grasses will be primarily retained at a few key areas throughout the site. Coordination with the roadway design team will be required to confirm available planting areas and verify adequate planting space, including typical soil volume requirements for street trees in an urban environment.

Detail sheets will include planting details, planting notes supplementing standard specifications, and plant schedules identifying proposed plant materials. Where standard planting details are not available, typical planting details will be developed for the project. Assumed standard details required include (but are not limited to) typical tree planting, shrub planting, planting bed preparation details, and plant spacing requirements. Sight Line standards and an Approved Plant List are assumed to be provided by the City of Mobile.

Work will include preparation of planting quantity takeoffs for plant materials and associated items such as planting soil, mulch, and related components based on the final planting layout. The team will also prepare planting schedules summarizing proposed plant materials and calculated quantities. Quantity information will be provided to the roadway team for incorporation into the engineer's estimate, with coordination occurring as necessary to confirm alignment with the project bid item structure.

Planting services will be managed to support timely integration of the planting sheets into the overall 100 percent roadway submission. Effort will focus on coordination with the roadway design team, planting schedule alignment, and preparation of complete and coordinated planting sheets consistent with the overall project package.

Coordination will include routine internal meetings, email correspondence, and phone coordination with the roadway team to confirm planting areas, review applicable plan details and bid item structure, and maintain alignment with the overall project schedule and submittal requirements. The scope assumes standard internal coordination and one planting layout review submission. One virtual kickoff meeting with city and/or stakeholders and one virtual presentation of the planting layout review submission is anticipated to address the client's expectations. Further stakeholder coordination, public meetings, public engagement displays and revisions after the second design submission are not included in scope.

An internal quality control review will be performed prior to submission to verify consistency between planting plans, schedules, details, and quantities and to confirm coordination with the roadway sheets. It is assumed there have been no planting layout review comments for this project since planting services are being introduced to the project at this time. It is assumed that there will be two design submissions - a planting review submission and a final design submission. Sheets are assumed to be sealed by project engineers.

**Summary of Fees – Supplemental**

Below is a summary of the fees for the services outlined in the scope of work defined above.

| | | |
|---|---|---|
| **Lump Sum Supplemental Fees** | | |
| Planting Layout & Planting Schedule | $28,650.00 | Lump Sum |
| **Total Supplemental Fee** | **$28,650.00** | Lump Sum |

**SECTION II – TERMS OF PAYMENT**

A. To be governed by the agreement executed on November 26, 2024, for City of Mobile Project Number 2024-2045-05, approved under City of Mobile Resolution 21-638.

E. The total fee for supplemental professional services shall not exceed Twenty Eight Thousand and Six Hundred and Fifty Dollars and Zero Cents unless authorized by OWNER.

# AN AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this_____day of _____, 2026.

| | |
|---|---|
| BETWEEN the City: | CITY OF MOBILE (hereafter City)<br>205 Government Street<br>P.O. Box 1827<br>Mobile, Alabama 36633 |
| And Consultant: | Volkert, Inc. (Volkert)<br>1110 Montlimar Drive<br>Suite 1050<br>Mobile, Alabama 36609 |
| For the following Project: | Broad St Phase 3<br>CoM Project # 2024-2045-05 |

WHEREAS, City and Volkert, Inc. entered into an Agreement dated November 26, 2024, with regard to professional services necessary for the completion of design and production of complete construction plans for the project referenced above (hereafter "the Agreement," a copy of which is attached hereto); and

WHEREAS, Article III of the Agreement provides the scope of work to be performed by Volkert, and Article VI Section 1(G) of the Agreement provides the compensation to be paid Volkert for a total not to exceed the sum of $287,103.00; and

WHEREAS, City and Volkert seek to amend the Agreement to modify both the scope and the amount of compensation:

NOW THEREFORE, the Parties agree as follows:

**1.1** Article III of the Agreement is amended herewith to update roadway plan design based on the additional need for preparing a planting layout and schedule and generally amend the scope of work to include that set out in the Supplemental Conditions Letter dated March 18, 2026, attached hereto (Supplemental Letter).

**1.2** Article VI Section (G) is amended herewith to add additional lump sum fees referenced in Supplemental Letter not to exceed $28,650.00 for a total not to exceed amount of $315,753.00.

**1.3** The Agreement and all its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

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

**Volkert, Inc.**

**BY** _____
**Its Authorized Agent**

Harold "Hank" Eubanks, PE
Regional Vice President
East Gulf Region

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Harold E. Eubanks whose name as Reg. Vice President of the Volkert, Inc., an Alabama corporation, 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, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 23rd day of March, 2026.

(SEAL)

CHRISTINA WILLIAMS NOTARY PUBLIC ALABAMA STATE AT LARGE

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

STATE OF ALABAMA NOTARY PUBLIC
CHRISTINA WILLIAMS
My Commission Expires
February 5, 2028

**CITY OF MOBILE, A Municipal Corporation**

**BY** _____
**Spiro N. Cheriogotis, Mayor**

**ATTEST:**

**BY** _____
**Its City Clerk**

# Broad St Phase III
# Broad St From Garrity Rd to Palmetto St

City of Mobile Project No. 2024-2045-05

MOBILE
ALABAMA

ENGINEERING SERVICES CONTRACT

Between

CITY OF MOBILE

and

Volkert, Inc.

October 2024

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STATE OF ALABAMA

CITY OF MOBILE

**ARTICLES OF AGREEMENT**

This AGREEMENT is made and entered into this 26 day of November, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and VOLKERT, INC. of Mobile, Alabama (hereinafter called the CONSULTANT):

WHEREAS, CONSULTANT shall provide all professional services necessary for the completion of design and production of complete construction plans for a resurfacing and restriping project with in-kind replacement of sidewalks, curb, and inlets as well as signal and pedestrian lighting upgrades along Broad St from Garrity Rd to Palmetto St. These services include the production of Construction Documents, Construction Plans including Roadway Plans, and Utility Coordination.

WITNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation Standards and Specifications and will ascertain the written practices of the STATE and CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration (FHWA).

## ARTICLE I – DEFINITIONS

The following terms and their definitions shall apply:

| | |
|---|---|
| CITY | CITY OF MOBILE |
| CITY ENGINEER | That person designated by the CITY as CITY ENGINEER |
| CITY ENGINEER'S OFFICE | Those persons, both professional and non-professional, employed by the City of Mobile and performing work at the direction of the City Engineer. |
| ALDOT or STATE | Alabama Department of Transportation |
| FHWA | Federal Highway Administration |
| CONSULTANT | Volkert, Inc. |
| PROJECT | Broad Street Phase III – Final Design |
| AASHTO | American Association of State Highway and Transportation Officials |

**ARTICLE II – DESCRIPTION OF SERVICES**

The CITY hereby employs the CONSULTANT and the CONSULTANT agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth.

**ARTICLE III – SCOPE OF WORK**

The CONSULTANT will perform engineering, coordinate all utilities relocating and prepare construction plans, for a resurfacing and restriping project with in-kind replacement of sidewalks, curb, and inlets as well as signal and pedestrian lighting upgrades along Broad St from Garrity Rd to Palmetto St, in Mobile County, Alabama. It is anticipated that these improvements will generally be made within the existing right-of-way of Broad St. Additional project assumptions are listed in Attachment A, which is hereby made a part of this agreement.

The work to be performed by the CONSULTANT will include the Environmental Corridor/Design Studies and NEPA documentation (Categorical Exclusion (CE)), Field Surveys, Geotechnical Services, Roadway Plans, Utility Relocations, Bidding Assistance, and Construction Admin Assistance as follows:

**SECTION 1 – CORRIDOR/DESIGN STUDIES**

The CONSULTANT will perform a letter re-evaluation for the previously approved CE environmental document due to the change in scope of work.

## SECTION 2 – FIELD SURVEY – TASK INCLUDED IN PRIOR CONTRACT

## SECTION 3 – GEOTECHNICAL SERVICES

The CONSULTANT will review and update the draft materials report dated 2/09/2018. This document will be submitted to the CITY and STATE for review and approval.

## SECTION 4 – PRELIMINARY ROADWAY PLANS - TASK INCLUDED IN PRIOR CONTRACT

## SECTION 5 – ROADWAY PLANS

The CONSULTANT shall not begin any work on this SECTION until it receives written authorization by the CITY.

The CONSULTANT will perform the following, as applicable:

A. The development of the plans will follow the procedure as shown in the STATE's "*Guide for Developing Construction Plans*" and "*Guidelines for Operations.*"

B. OMITTED.

C. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, CITY, the FHWA, and the Federal Emergency Management Agency (FEMA).

D. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.

E. OMITTED.

F. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMP's). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO's *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water Conservation Committee's *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003 (Revised 1-06).*

G. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, striping and marking plan, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all grade, base, pave, and drain work.

Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the ALDOT design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

H. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.

I. Prepare designs and detailed contract plans at a horizontal scale of 1"= 20' and vertical scale of 1"= 2', and cross section at a horizontal scale of 1"= 10' and vertical scale of 1"= 5', or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the CITY.

J. Arrangements will be made by the STATE and/or CITY with any affected utility owner to prepare plans for any utility relocations. The CONSULTANT will provide Utility Base

Sheets to the STATE and CITY showing existing utilities for the STATE's and CITY's use and coordination with Utility Companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, (or latest succeeding standard specifications issued by ALDOT prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of ALDOT of any needed items not covered by the aforementioned Standard Specifications.

L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symboled in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY.

M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the CITY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

N. The CONSULTANT will coordinate these plans with existing and proposed plans of the CITY.

O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

P. The CONSULTANT will submit a set of reproducible plans along with the corresponding CADD Utility files, for use of the STATE and or CITY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Bentley MicroStation Software V8i-SS2-2004 or the newest version of software packages.

Q. One plan review (*30% and Plan-In-Hand completed in prior contract*) including Plans, Specifications and Estimate (P.S.&E.) submittal, as required by the Alabama Department of Transportation "*Guide for Developing Construction Plans*" (GDCP), will be conducted. The CONSULTANT will prepare and submit three (3) sets for the STATE and two (2) sets for the CITY of plans for a P.S.&E. Inspection. After plan revisions are complete, the CONSULTANT will submit Final Plans. Construction cost estimates will be furnished with the P.S.&E. and Final Plan submittals. Final Plan submittal will be one(1) full size set of prints, and two (2) half-size, as well as electronic graphic files in MicroStation, .DGN format and InRoads or InXpress Files and quantity calculations.

R. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

S. Flag required right-of-way as necessary, including alignment and stationing.

T. Notwithstanding anything to the contrary contained herein, with respect to services performed by the CONSULTANT under this AGREEMENT (whether pursuant to this SECTION 4 or otherwise) the CONSULTANT shall not be responsible for the means, methods, or procedures of any contractor or subcontractor during construction.

Electrical Engineering Services

The work to be performed by the CONSULTANT shall include, but not be limited to, the following:

A. The CONSULTANT will provide completely designed projects ready for letting and/or reports and studies as directed.

B. The CONSULTANT will produce plans sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.

C. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance

method of design. The CONSULTANT shall attend the PS&E meeting to discuss the calculation results and lighting design with the CITY and ALDOT.

D. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.

E. Final plans will be furnished and all calculations will be submitted to the CITY and ALDOT.

Utility Relocations

The CONSULTANT will coordinate any required adjustments to utilities with the utility companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual. Following the PS&E Review, the CONSULTANT will make the appropriate revisions to the plans according to the PS&E Review comments, then submit utility base sheets to the utility companies. The CONSULTANT shall make available to the utility companies any electronic files available by the CONSULTANT without modification for use by the utility company. The CONSULTANT, CITY, and ALDOT shall conduct necessary reviews and meetings in order to resolve all utility conflicts and to obtain the finalized utility relocation documents. The CONSULTANT shall include base utility sheets for inclusion in the final plan assemblies.

Bidding Assistance

The CONSULTANT, shall upon approval of the bid package, prepare an "Invitation of Bids" and issue to the CITY. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:

A. Assist the CITY in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY.

B. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

C. The CONSULTANT shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the CITY by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

D. The CONSULTANT will be present at the bid opening. They should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT's estimate of cost of the project should be indicated on this list.

E. The current CITY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.

F. Upon receipt of the bid documents, the CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies to the CITY along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

G. Upon notification of award the bid by the CITY, the CONSULTANT shall prepare five (5) bound sets of contract documents and supply them to the Contractor. One set of documents will contain the original bid documents, with the Contractor's original signatures. The contractor should execute and return these documents to the CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) copies to the CITY for execution by the CITY COUNCIL.

**SECTION 6 – CONSTRUCTION ADMIN ASSISTANCE**

The CONSULTANT, as needed, shall provide assistance to the CITY in the coordination / interaction of the owner and prime contractor for the project. This shall include design revisions or adjustments found necessary in the field and on-site meetings at the request of the CITY. The proposed fee will serve as a Not-To-Exceed limit to be invoiced on a Cost-Plus Basis. The CONSULTANT will perform services, as directed by the CITY, with services ending when the Not-To-Exceed limit is reached.

**ARTICLE IV – OBLIGATION OF ALDOT/CITY TO CONSULTANT**

The work to be performed by the STATE or the CITY will include the following (unless the STATE / CITY instructs the CONSULTANT to perform said work), as applicable:

A. The CITY and/or STATE will provide ALDOT traffic data and accident/crash data to the CONSULTANT for evaluation of the project area.

B. The CITY and/or STATE will provide ALDOT pedestrian and bicycle count data to the CONSULTANT for evaluation of the project area.

C. The CITY and STATE will make available all digital base mapping with topographic data, aerial photos, existing plans, layouts, profiles, survey data, and any other data in connection with the work in this AGREEMENT previously performed by or for the CITY.

D. The CITY will, as far as reasonably possible, cooperate with the CONSULTANT in making necessary arrangements with public officials with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.

E. CITY/ALDOT will circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

F. The CONSULTANT will attend Community Meetings with the CITY/ALDOT.

G. The CITY and/or ALDOT will secure all appropriate utility agreements.

H. CITY/ALDOT will make available to the CONSULTANT any applicable policies, procedures, sampling frequencies, test methods, guidelines, and specifications.

I. CITY will make available to the CONSULTANT the standard for bidding and construction contract documents.

**ARTICLE V – TIME OF BEGINNING AND COMPLETION**

**SECTION 1**

A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE III of this AGREEMENT upon receipt of the written notices to proceed from the CITY.

B. All work included in the AGREEMENT shall be completed within twenty-four (24) months from the date of written notice to proceed. However, at the CITY's option this AGREEMENT may be extended beyond the time slated for work completion.

C. In case the CITY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the Scope of Work outlined in this AGREEMENT, the time limits specified herein may be adjusted.

**ARTICLE VI – PAYMENT**

**SECTION 1 – FEES**

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

A. Not more than $8,010 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 1 of this AGREEMENT, Corridor/Design Studies, at the rates stated in Attachment B, "Manday Fee Estimate".

B. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 2 of this AGREEMENT, Field Survey, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*

C. Not more than $15,600 shall paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 3 of this AGREEMENT, Geotechnical Services, at the rates stated in Attachment B, "Manday Fee Estimate".

D. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 4 of this AGREEMENT, Preliminary Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*

E. Not more than $250,353 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 5 of this AGREEMENT, Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate".

F. Not more than $13,140 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 6 of this AGREEMENT, Construction Admin Assistance, at the rates stated in Attachment B, "Manday Fee Estimate".

G. Not more than the total amount of $287,103 shall be paid to the CONSULTANT for all work performed and documented under this AGREEMENT, at the rates stated in Attachment B, "Manday Fee Estimate".

**SECTION 2**

A. Each SECTION under ARTICLE III represents an "Item of Value." SECTIONS 1, 2, 3, 4 and 6 under ARTICLE III have the "Items of Value" shown as tasks. The STATE's "Guide for Developing Construction Plans" will be used in establishing "Items of Value" for ARTICLE III, SECTIONS 5. Partial payments to the CONSULTANT shall not exceed the "Item of Value" percentage, "being the percent of the total work to be accomplished" until the "Item of Value" has been completed by the CONSULTANT and accepted by the CITY.

B. The CONSULTANT will bill the CITY monthly by SECTION. Such payments will be based on the amount earned to date of invoice, displayed as percentages complete, but not to exceed the fee stated in ARTICLE VI, SECTION 1.A-G. Payment will be subject to submission by the CONSULTANT of such vouchers or invoices, and such evidence of performance that the CITY may deem necessary. Invoices will be submitted to the ENGINEER MANAGER for review and approval. The CONSULTANT will be required to submit monthly progress reports per SECTION regardless of whether or not an invoice is submitted and whether or not any work is performed during the month.

C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to comply with the current audit system of the ALDOT and applicable Federal Acquisition Regulations.

D. The acceptance of the CONSULTANT of the final payment will constitute and operate as a release to the CITY of all claims and of any and all liability to the CONSULTANT, its representatives and assigns for all things done, furnished or relating to the services

rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

## ARTICLE VII – INSURANCE REQUIREMENTS

The CONSULTANT shall take out and maintain during the life of the AGREEMENT, insurance with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama.

The following minimum amounts of insurance will be maintained for the duration of the AGREEMENT; however, coverage shall also conform to minimum requirements of Exhibit F, referred to later in this AGREEMENT.

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:

   a. Bodily Injury by Accident $1,000,000 each accident

   b. Bodily Injury by Disease $1,000,000 policy limit

   c. 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 the 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

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. Excess / Professional Liability

1) $100,000 for project from -0- to $1,000,000

2) Projects for more than $1,000,000 to be negotiated

**ARTICLE VIII – INDEMNIFICATION**

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

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.

**ARTICLE IX - PROHIBITION OF BOYCOTTING**

By signing this contract, CONSULTANT represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

**ARTICLE X – IMMIGRATION**

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 XI – NON-DISCRIMINATION**

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.

**ARTICLE XII - MISCELLANEOUS PROVISIONS**

Any Exhibits attached hereto, are hereby made a part of the AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

**ARTICLE XIII - SIGNATURE PAGES**

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed in triplicate by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective and is subject to all the ARTICLES of this AGREEMENT:

CITY OF MOBILE, a Municipal Corporation

By: W S Stimpson

William S. Stimpson, Mayor

Date: 12/4/24

Attest: Lana Paterbach
Lana Paterbach
~~Lisa C. Lambert~~, City Clerk ASSISTANT

Date: 12/4/24

Volkert, Inc.

By: Harold E Eubanks

Hank Eubanks, Region Vice President

Date: 10-30-2024

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Harold "Hank" Z. Eubanks as Region 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 Volkert, Inc.

Sworn to and subscribed for me this 30 day of Oct 2024.

NOTARY PUBLIC My Commission Expires:

[SEAL]







Federal-Aid Project:

State: ALABAMA .

County: MOBILE .

City: MOBILE .

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the REGION VICE PRESIDENT duly authorized representative of the firm of Volkert Inc. whose address is 1110 Montlimar Drive, Suite 1050, Mobile, Alabama 36609 and that neither I nor the above firm I here represent has:

a) employed or retained from commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of

Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10-30-2024

Date

Signature

Federal-Aid Project:

State: ALABAMA .

County: MOBILE .

City: MOBILE .

**CERTIFICATION OF CITY ENGINEER**

I hereby certify that I am the City Engineer for the City of Mobile, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or,

b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/31/2024

Date

Signature

## ATTACHMENT A - ASSUMPTIONS FOR CONTRACT

1. Only landscaping that will be installed will be solid sodding.
2. No irrigation will be included in this project.
3. The project will be a city let project with ALDOT oversight.

## ATTACHMENT B – MANDAY FEE ESTIMATE

# VOLKERT, INC.
# MANPOWER AND FEE PROPOSAL

## FOR

## CITY OF MOBILE

**PROJECT NO.** 2024-2045-05

## BROAD STREET PHASE III - FINAL DESIGN

## MOBILE COUNTY

### FINAL PLAN DEVELOPMENT FOR BROAD STREET PHASE III (BROAD ST FROM GARRITY RD TO PALMETTO ST)

**August 1, 2024**

| | |
|---|---|
| **Project No.** | 2024- 2045-05 |
| **County** | Mobile |
| **Description** | Broad St Phase III |
| **Scope of Work** | Final Plans |
| **Project Length** | 1.45 Miles |
| **Consultant** | Volkert, Inc. |

## GRAND TOTAL OF FEE PROPOSAL

| | | |
|---|---|---|
| **Corridor/Design Studies** | $8,010 | LS |
| **Roadway Plans** | $265,953 | LS |
| **Construction Admin Assistance** | $13,140 | NTE |
| **GRAND TOTAL FEE** | **$287,103** | |

| | |
|---|---|
| Combined overhead rate (%) >>>>>>>>>>>>>>>> | 150.73 |
| Facilities Capital Cost of Money (if used) >>>>>> | 0.74 |

**LABOR RATES**

| Classification | Daily Rate |
|---|---|
| Project Manager | $623.00 |
| Engineer | $517.00 |
| Environmental | $488.00 |
| Engineering Technician/CADD | $371.00 |
| Environmental Technician | $371.00 |
| Clerical | $273.00 |
| PLS | $0.00 |
| Survey Crew | $0.00 |

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Katelyn Fimmon

Signed

8/1/2024

Date

Project Manager

Position/Title

Form Revised 7-30-13

**Project Number** 2024- 2045-05 **CPMS #** _____
**County** Mobile
**Description** Broad St Phase III
**Scope of work** Final Plans
**Length** 1.45 miles

**Consultant** Volkert, Inc.

| CORRIDOR/DESIGN STUDIES | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|---|---|---|---|---|
| | | ENGINEER | | TECHNICIAN | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| **ENVIRONMENTAL** | | | | | |
| Letter Re-Evaluation | | | 5.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **SUB-TOTAL** | 0.00 | | 5.00 | | 0.00 |
| 10% Supervision | | | 0.50 | | |
| | | | | | |
| **TOTALS** | **0.00** | | **5.00** | | **0.00** |

**Project No.** 2024- 2045-05
**County** Mobile
**Description** Broad St Phase III
**Scope of Work** Final Plans
**Project Length** 1.45 Miles

**Consultant** Volkert, Inc.

## Fee Proposal (Corridor/Design Studies)

| PERSONNEL COST | Man-days | x Daily Rate | |
|---|---|---|---|
| Project Manager (10% of Eng.) | 0.50 | $ 623.00 | $ 311.50 |
| Engineer | 5.00 | $ 517.00 | $ 2,585.00 |
| Engineering Technician/CADD | 0.00 | $ 371.00 | $ - |
| Clerical | 0.00 | $ 273.00 | $ - |
| | **Total Direct Labor** | | $ 2,896.50 |
| Combined Overhead (%) | 150.73 | | $ 4,365.89 |
| Out-of-Pocket Expenses** | | | $ - |
| | | **Sub-Total** | **$ 7,262.39** |
| | | | |
| Operating Margin (10%) | | | $ 726.24 |
| | | **Sub-Total** | **$ 7,988.63** |
| | | | |
| **SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)** | | | |
| | | | |
| | | | $ - |
| | | | $ - |
| Subconsultant Administration Expense (5%) | | | $ - |
| | | **Sub-Total** | **$ 7,988.63** |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.74 | | $ 21.43 |
| | | | |
| | | **TOTAL FEE** | **$ 8,010.06** |

**See Grand Total Fee sheet

Form Revised 1-3-13

**Project Number** 2024- 2045-05 **CPMS #** _____
**County** Mobile
**Description** Broad St Phase III
**Scope of work** Final Plans
**Length** 1.45 miles

**Consultant** Volkert, Inc.

| ROADWAY PLANS SHEET TITLE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|---|---|---|---|---|
| | | ENGINEER | | TECHNICIAN | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| **TITLE SHEET** | 1.00 | 0.10 | 0.10 | 0.15 | 0.15 |
| **INDEX SHEET** | 1.00 | 0.10 | 0.10 | 0.15 | 0.15 |
| **GEOMETRIC LAYOUT/SURVEY CONTROL** | 6.00 | | 0.00 | 0.20 | 1.20 |
| **PROJECT NOTE SHEET (Project)** | 2.00 | 0.15 | 0.30 | 0.10 | 0.20 |
| **PROJECT NOTE SHEET (TCP)** | 1.00 | 0.10 | 0.10 | 0.10 | 0.10 |
| **PROJECT NOTE SHEET (Signage)** | | | 0.00 | | 0.00 |
| **PROJECT NOTE SHEET (Signals)** | 1.00 | 0.10 | 0.10 | 0.10 | 0.10 |
| **PROJECT NOTE SHEET (ITS)** | | | 0.00 | | 0.00 |
| **PROJECT NOTE SHEET (Lighting)** | | | 0.00 | | 0.00 |
| **PROJECT NOTE SHEET (Traffic Loops)** | | | 0.00 | | 0.00 |
| **STANDARD DRAWINGS SHEET** | 2.00 | 0.05 | 0.10 | 0.10 | 0.20 |
| **PLANS LEGEND & ABBREVIATIONS** | 1.00 | | 0.00 | 0.05 | 0.05 |
| **TYPICAL SECTIONS** | | | | | |
| Main Roadway | 1.00 | 0.05 | 0.05 | 0.10 | 0.10 |
| Cross Roads | 1.00 | 0.05 | 0.05 | 0.10 | 0.10 |
| Detour & Misc. | 5.00 | 0.05 | 0.25 | 0.10 | 0.50 |
| Ramps | | | 0.00 | | 0.00 |
| Ditches | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **SUMMARY SHEET** | | | | | |
| Main Summary | 4.00 | 0.05 | 0.20 | 0.15 | 0.60 |
| **SUMMARY BOX SHEETS** | | | | | |
| Roadway Drainage (non-culvert) | 1.00 | 0.10 | 0.10 | 0.05 | 0.05 |
| Culvert Extension, New Culvert | | | 0.00 | | 0.00 |
| Bridge Culvert Extension, New Bridge Culvert | | | 0.00 | | 0.00 |
| Guardrail/End Anchors | | | 0.00 | | 0.00 |
| Slope Paving (Under Bridges) | | | 0.00 | | 0.00 |
| Side Drain Pipe | | | 0.00 | | 0.00 |
| Signing | 1.00 | 0.05 | 0.05 | 0.05 | 0.05 |
| Base & Pavement | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 |
| Bridge | | | 0.00 | | 0.00 |
| Striping & Pavement Markings | 1.00 | 0.10 | 0.10 | 0.05 | 0.05 |
| Curb & Gutter | 1.00 | 0.05 | 0.05 | 0.05 | 0.05 |
| Bridge End Slabs | | | 0.00 | | 0.00 |
| Roadway Lighting | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 |
| Signals | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 |
| ITS | | | 0.00 | | 0.00 |
| Sidewalk | 1.00 | 0.10 | 0.10 | 0.10 | 0.10 |
| Slope Paving | 1.00 | 0.05 | 0.05 | 0.05 | 0.05 |
| Concrete Safety Barrier | | | 0.00 | | 0.00 |
| Retaining Wall | | | 0.00 | | 0.00 |
| Misc. Boxes | 1.00 | 0.50 | 0.50 | 0.50 | 0.50 |
| Erosion Control | 1.00 | 0.10 | 0.10 | 0.10 | 0.10 |
| Removal Items | 2.00 | 0.10 | 0.20 | 0.10 | 0.20 |
| Utility Relocation | 1.00 | 0.10 | 0.10 | 0.10 | 0.10 |
| | | | 0.00 | | 0.00 |

| ROADWAY PLANS SHEET TITLE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|---|---|---|---|---|
| | | ENGINEER | | TECHNICIAN | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| **PLAN & PROFILE** | | | | | |
| Main Roadway | 16.00 | 0.40 | 6.40 | 0.40 | 6.40 |
| Crossroads | | | 0.00 | | 0.00 |
| Detours | | | 0.00 | | 0.00 |
| Retaining Walls | | | 0.00 | | 0.00 |
| **DEMO SHEETS** | | | | | |
| Main Roadway | | | 0.00 | | 0.00 |
| Crossroads | | | 0.00 | | 0.00 |
| Detours | | | 0.00 | | 0.00 |
| Retaining Walls | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **PAVING LAYOUT (includes striping)** | | | | | |
| Main Roadway | 16.00 | 0.25 | 4.00 | 0.25 | 4.00 |
| Crossroads | | | 0.00 | | 0.00 |
| Intersections | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **INTERSECTIONS** | | | | | |
| Geometrics | 8.00 | 0.20 | 1.60 | 0.25 | 2.00 |
| Ramps Profiles | | | 0.00 | | 0.00 |
| Site Grading | | | 0.00 | | 0.00 |
| Cross Sections | | | 0.00 | | 0.00 |
| Signing | | | 0.00 | | 0.00 |
| Ramp Gore Details | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **TRAFFIC CONTROL** | | | | | |
| Sequence of Construction | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 |
| Summary & Items | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 |
| Typical Section Sketches | 1.00 | 0.25 | 0.25 | 0.50 | 0.50 |
| Layout Sheets (signs, devices, shifts, etc.) | 32.00 | 0.10 | 3.20 | 0.15 | 4.80 |
| Special Drawings | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **SIGNING** | | | | | |
| Sign Layout | 16.00 | 0.25 | 4.00 | 0.25 | 4.00 |
| Sign X-Section | | | 0.00 | | 0.00 |
| Sign Panel Details | 2.00 | 0.50 | 1.00 | 0.50 | 1.00 |
| Soils Data Sheets | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **LANDSCAPING, IRRIGATION & SOILS** | | | | | |
| Landscaping Plans | | | 0.00 | | 0.00 |
| Irrigation Plans | | | 0.00 | | 0.00 |
| Soils Plans | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **SIGNALIZATION** | | | | | |
| Signal Layout and Traffic Analysis (1 per site) | 3.00 | 2.00 | 6.00 | 1.00 | 3.00 |
| Traffic Counts (1 per site) | | | 0.00 | | 0.00 |
| Signal Warrant Analysis (1 per site) | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **ITS** | | | | | |
| Systems Engineering | | | 0.00 | | 0.00 |
| Special Study | | | 0.00 | | 0.00 |
| Legend | | | 0.00 | | 0.00 |
| Special Details | | | 0.00 | | 0.00 |
| ITS Layouts | | | 0.00 | | 0.00 |
| Optical Fiber Splice Charts | | | 0.00 | | 0.00 |
| Fiber - Cable Routing Diagram | | | 0.00 | | 0.00 |
| Specifications | | | 0.00 | | 0.00 |
| Other Project Coordination | | | 0.00 | | 0.00 |

| ROADWAY PLANS<br>SHEET TITLE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|---|---|---|---|---|
| | | ENGINEER | | TECHNICIAN | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| **LIGHTING** | | | | | |
| Plan Layout | 16.00 | 0.25 | 4.00 | 0.50 | 8.00 |
| Lighting Schedule | 1.00 | 0.50 | 0.50 | 0.25 | 0.25 |
| Demo Plans | | | 0.00 | | 0.00 |
| Special Details | 2.00 | 0.50 | 1.00 | 0.50 | 1.00 |
| Soils & Passive Pressure | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **UTILITY SHEETS** | | | | | |
| Utility Locations (plan/profile) | 16.00 | 0.25 | 4.00 | 0.50 | 8.00 |
| Utility Coordination | | | 15.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **DRAINAGE SECTIONS** | | | | | |
| Pipe & Culvert X-Sect./Hydraulic Computations | | | 1.00 | | 5.00 |
| Hydraulic Data Sheet | | | 0.00 | | 0.00 |
| Details | 3.00 | 0.50 | 1.50 | 1.00 | 3.00 |
| | | | 0.00 | | 0.00 |
| **SOIL SHEETS** | | | | | |
| Soil Boring Logs | 10.00 | 0.25 | 2.50 | 0.10 | 1.00 |
| Soil Profile | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **EROSION CONTROL** | | | | | |
| Legend & Sequence | 1.00 | 0.25 | 0.25 | 0.25 | 0.25 |
| Phased Sheets (Phase I) | 16.00 | 0.10 | 1.60 | 0.10 | 1.60 |
| Phased Sheets (Phase II) | 16.00 | 0.10 | 1.60 | 0.10 | 1.60 |
| Phased Sheets (Phase III) | 16.00 | 0.10 | 1.60 | 0.10 | 1.60 |
| CBMPP & NOI | | | 2.00 | | 1.00 |
| | | | 0.00 | | 0.00 |
| **ROADWAY CROSS SECTIONS** | | | | | |
| Main Roadway | 40.00 | 0.25 | 10.00 | 0.15 | 6.00 |
| Crossroads | | | 0.00 | | 0.00 |
| Earthwork Balancing | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **RAILROAD CROSSING** | | | | | |
| Coordination Meetings | | | 3.00 | | 0.00 |
| Plan Revisions | | | 2.00 | | 6.00 |
| | | | 0.00 | | 0.00 |
| **MEETINGS** | | | | | |
| Biweekly Coordination Meetings | | | 6.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| **REVIEW COMMENTS** | | | | | |
| 30% Plan Review | | | 1.00 | | 4.00 |
| Plan-In-Hand Plan Review | | | 1.00 | | 3.00 |
| PS&E Plan Review | | | 1.00 | | 2.00 |
| CN Submittal | | | 1.00 | | 1.00 |
| FBC Submittal | | | 0.50 | | 0.50 |
| OE Submittal | | | 0.25 | | 0.25 |
| | | | | | |
| **Cost Estimates** | | | 2.00 | | 2.00 |
| **Construction Bidding** | | | 3.00 | | 2.00 |
| | | | | | |
| **SUB-TOTAL** | 273.00 | | 97.70 | | 90.70 |
| 10% Supervision | | | 9.77 | | |
| | | | | | |
| **TOTALS** | **273.00** | | **97.70** | | **90.70** |

**Project No.** 2024- 2045-05
**County** Mobile
**Description** Broad St Phase III
**Scope of Work** Final Plans
**Project Length** 1.45 Miles

**Consultant** Volkert, Inc.

## Fee Proposal (Roadway Plans)

| PERSONNEL COST | Man-days | x Daily Rate | |
|---|---|---|---|
| Project Manager (10% of Eng.) | 9.77 | $ 623.00 | $ 6,086.71 |
| Engineer | 97.70 | $ 517.00 | $ 50,510.90 |
| Engineering Technician/CADD | 90.70 | $ 371.00 | $ 33,649.70 |
| Clerical | 0.00 | $ 273.00 | $ - |
| | **Total Direct Labor** | | $ 90,247.31 |
| Combined Overhead (%) | 150.73 | | $ 136,029.77 |
| Out-of-Pocket Expenses** | | | $ - |
| | | **Sub-Total** | **$ 226,277.08** |
| | | | |
| Operating Margin (10%) | | | $ 22,627.71 |
| | | **Sub-Total** | **$ 248,904.79** |
| | | | |
| **SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)** | | | |
| Geotechnical Fee | | | $ 15,600.00 |
| | | | $ - |
| | | | $ - |
| Subconsultant Administration Expense (5%) | | | $ 780.00 |
| | | **Sub-Total** | **$ 265,284.79** |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.74 | | $ 667.83 |
| | | | |
| | | **TOTAL FEE** | **$ 265,952.62** |

**See Grand Total Fee sheet

Form Revised 1-3-13

**Project Number** 2024- 2045-05 **CPMS #** _____
**County** Mobile
**Description** Broad St Phase III
**Scope of work** Final Plans
**Length** 1.45 miles

**Consultant** Volkert, Inc.

| CONSTRUCTION ADMIN ASSISTANCE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|---|---|---|---|---|
| | | ENGINEER | | TECHNICIAN | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| **AS NEEDED** | | | | | |
| Correspondance | | | 5.00 | | 5.00 |
| | | | 0.00 | | 0.00 |
| **SUB-TOTAL** | 0.00 | | 5.00 | | 5.00 |
| 10% Supervision | | | 0.50 | | |
| | | | | | |
| **TOTALS** | **0.00** | | **5.00** | | **5.00** |

**Project No.** 2024- 2045-05
**County** Mobile
**Description** Broad St Phase III
**Scope of Work** Final Plans
**Project Length** 1.45 Miles

**Consultant** Volkert, Inc.

## Fee Proposal (Construction Admin Assistance)

| PERSONNEL COST | Man-days | x Daily Rate | |
|---|---|---|---|
| Project Manager (10% of Eng.) | 0.50 | $ 623.00 | $ 311.50 |
| Engineer | 5.00 | $ 517.00 | $ 2,585.00 |
| Engineering Technician/CADD | 5.00 | $ 371.00 | $ 1,855.00 |
| Clerical | 0.00 | $ 273.00 | $ - |
| | **Total Direct Labor** | | $ 4,751.50 |
| Combined Overhead (%) | 150.73 | | $ 7,161.94 |
| Out-of-Pocket Expenses** | | | $ - |
| | **Sub-Total** | | **$ 11,913.44** |
| | | | |
| Operating Margin (10%) | | | $ 1,191.34 |
| | **Sub-Total** | | **$ 13,104.78** |
| | | | |
| **SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)** | | | |
| | | | |
| | | | $ - |
| | | | $ - |
| Subconsultant Administration Expense (5%) | | | $ - |
| | **Sub-Total** | | **$ 13,104.78** |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.74 | | $ 35.16 |
| | | | |
| | **TOTAL FEE** | | **$ 13,139.94** |

**See Grand Total Fee sheet

Form Revised 1-3-13

**Project No.** 2024- 2045-05
**County** Mobile
**Description** Broad St Phase III
**Scope of Work** Final Plans
**Project Length** 1.45 Miles

**Consultant** Volkert, Inc.

## Out-of-pocket Expenses (Roadway Plans)

**TRAVEL COST**

| Mileage Cost | Trips | Miles/Trip | $/Mile | Total |
|---|---|---|---|---|
| | 0 | 0 | $0.655 | $ - |
| | 0 | 0 | $0.655 | $ - |
| | 0 | 0 | $0.655 | $ - |
| | 0 | 0 | $0.655 | $ - |
| | | | Total Mileage Cost | $ - |

| Subsistence Cost | Days | # People | $/Day | Total |
|---|---|---|---|---|
| Travel allowance (6 hour trips) | 0 | 0 | $11.25 | $ - |
| Travel allowance (12 hour trips - meal provided by others) | 0 | 0 | $20.00 | $ - |
| Travel allowance (12 hour trips) | 0 | 0 | $30.00 | $ - |
| Travel allowance (overnight)*** | 0 | 0 | $75.00 | $ - |
| | | | | $ - |
| | | | Total Subsistence Cost | $ - |
| | | | Total Travel Cost | $ - |

**PRINTING / REPRODUCTION COST**

| Type of printing/reproduction | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total |
|---|---|---|---|---|---|
| | 0 | 0 | 0 | $ - | $ - |
| | 0 | 0 | 0 | $ - | $ - |
| | 0 | 0 | 0 | $ - | $ - |
| | 0 | 0 | 0 | $ - | $ - |
| | 0 | 0 | 0 | $ - | $ - |
| | 0 | 0 | 0 | $ - | $ - |
| | | | Total Printing/Reproduction Cost | | $ - |

| Communication Cost (telephone, fax, etc.) | Total |
|---|---|
| | $ - |

| Postage Cost (overnight, stamps, etc.) | Total |
|---|---|
| | $ - |

| Other (provide description on next line) | Total |
|---|---|
| | $ - |

| Total Out-of-pocket Expenses | $ - |
|---|---|

**Comments:**

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Form Revised 1-3-13

| | |
|---|---|
| **Project No.** | 2024- 2045-05 |
| **County** | Mobile |
| **Description** | Broad St Phase III |
| **Scope of Work** | Final Plans |
| **Project Length** | 1.45 Miles |
| **Consultant** | Volkert, Inc. |

# PROJECT SCOPE

| Volkert Scope |
|---|
| Prepare Broad St Phase III Final Plans for the City of Mobile. |
| Final plans will include pavement resurfacing & restriping, pedestrian lighting, upgraded signals, and in-kind replacement of c&g, sidewalk and inlets (as needed). |
| |
| |
| **ALDOT Scope** |
| Plan review and project oversight. |
| |
| |
| |
| **Assumptions** |
| Only landscaping that will be installed will be solid sodding. |
| No irrigation is included in this proposal. |
| The project will be a city let project. |

4000 Meadow Lake Drive
Suite 121
Birmingham, AL 35242
+1 (205) 733-7600

wsp.com

July 10, 2024

**TRANSMITTED VIA EMAIL**

Ms. Katelyn Finnorn, P.E.
Project Manger
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: drew.davis@volkert.com

**Subject:** **Proposal for Geotechnical Exploration and Engineering Services**
**Broad Street from Garrity Rd to Canal St.**
**Phase III**
**Mobile, Mobile County**
**WSP Proposal Number No. PROP24BIRM-035 (Rev A)**

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA), is pleased to submit this proposal to provide geotechnical explorations and engineering services for the subject project. WSP issued a Soil Survey and Materials Report on February 9, 2018, for the proposed project along Broad St. in Mobile, Mobile County. Our services in 2017 and 2018 were performed directly for ALDOT on the behalf of the City of Mobile and we understand from MS. Finnorn that WSP's proposed services stated in the scope of services section of this proposal will be performed directly for Volkert, Inc. (Volkert) on the behalf of the City of Mobile. Ms. Finnorn indicated that Volkert would like for WSP to update the pavement design that was included in the report for a slightly shorter section of the roadway along Broad St. from Garrity Rd to Canal St. instead of a roadway section along Broad St from I-10 EB on Ramp to 150' South of Government St, perform soil drilling (or CPT Soundings) for the proposed three signalized intersections along Broad St. section of the project.

**PROJECT INFORMATION**

We understand from Ms. Finnorn at Volkert that the City of Mobile has engaged and tasked Volkert to finalize Phase 3 of the four phases of the Broad St. modification project in Mobile, Mobile County. We understand that ALDOT will review WSP's project deliverables and provide comments.

Ms. Finnorn indicated that Volkert would like WSP to update the pavement design using the Traffic data for Broad St. from Garrity Rd to Canal St. that is available at the Alabama Department of Transportation (ALDOT) website - https://aldotgis.dot.state.al.us/TDMPublic/.

WSP has performed geotechnical services for the Broad St from I-10 EB on Ramp to 150' South of Government St, Phase III project and our findings and recommendations were included in the preliminary geotechnical exploration report dated February 9, 2018.

## SCOPE OF WORK

Our proposed scope of services for this task are:

1) Boring layout and Clearance: Boring locations will be staked in the field by a WSP professional using handheld GPS equipment. Once the boring locations are laid out/staked, WSP will contract an Alabama One Call to locate the underground utilities at the proposed test locations. We do not propose to pre-drill the boring locations by hand; although, we can provide this additional service at a cost of $200 per boring if Volkert personnel indicate that the utilities may be in the vicinity, but their locations are not known. Locations may be offset for access or utility conflicts.

2) Drilling: SPT soil borings for the three signalized intersections along Broad St. from Garrity Rd to Canal St section of the project will be advanced to 30 feet deep. One test boring will be advanced per intersection. Fieldwork will be directed, and samples logged on-site by a WSP professional. The borings at the proposed locations will be extended to 30 feet deep below existing ground surface or refusal to soil-drilling methods, whichever is shallower. The borings will be advanced utilizing a four-wheel drive drill rig. A total drilling footage of 90 feet is proposed. Standard penetration tests (SPT) will be performed in the borings as they are advanced in accordance with ASTM D1586. Split spoon samples will be obtained at 2.5-foot intervals in the upper 10 feet of each of the test boring and at 5-foot intervals thereafter.

3) The ground surface elevations will be referenced to an onsite benchmark provided by Volkert. We have assumed the following in preparing this proposal: (1) location of the boring will be accessible to a four-wheel drive drill rig, (2) no hazardous materials will be encountered during drilling operations; and (3) Level D personnel protective equipment (hard hat, safety glasses, safety vests, and work boots) will be sufficient.

   We will make time-of-boring groundwater readings in our boring where possible. We do not intend on installing temporary piezometers at the test location. Also, due to the lack of any proposed appreciable excavations, we do not anticipate the need for a permanent groundwater observation well.

   At the conclusion of the drilling activities, each of the test borings will be backfilled with auger spoils.

We note that testing for possible contaminants in the soil and groundwater is not included in the proposed scope of services outlined above. Should indications of contaminants be observed by WSP field personnel, we will cease drilling and contact the Volkert for further directions.

We intend to include the following services in the subject project phase:

- Review geotechnical data and recommendations provided in previous draft reports for the project.
- Field classification of soil samples and water table readings; and
- Limited laboratory testing of soil samples.

Upon completion of the field exploration and laboratory testing of soil samples, we will perform our analyses and produce a report summarizing our findings and our recommendations. The report will include the following items:

- A summary of the field exploration activities performed.
- Description of the conditions encountered in the borings and their relation to other nearby data available for the site.

- Interpreted profile for the site generally (and for specific areas of the site, where applicable) based on the conditions encountered in the current and past explorations.
- Provide generalized soil parameters for signal poles such as approximate moist unit weight (pcf), friction angle in degrees, Cohesion (C) in (psf) and Soil Modulus (k) in pci;
- Recommendations for proposed poles foundations (including the recommended type(s) of foundation and the load support capacities, soil bearing capacity, and typical estimated settlement for these general foundation types);
- Update the pavement design for Broad St. from Garrity Rd to Canal St.

**ASSUMPTIONS**

- WSP will use subcontractor drilling services.
- All boring locations are accessible to a four-wheel drive drill rig. If mobilization of additional/alternative drilling equipment is required, (for reasons not caused by WSP), additional mobilization of the drill equipment/crew and an additional site trip by our engineer will be added to the project budget.
- The cost for any ground, vegetation, sidewalk, or pavement repair/replacement due to the operation of drilling equipment is not included as part of the scope of this proposal.
- The time window provided to WSP for completing the assigned field work shown in the scope of services will allow the field work to be completed during normal workday hours. Weekend or night work will incur surcharges and will be dependent on the nature and length of weekend/night work.
- All arrangements regarding site access, and the clearing of surface obstructions from the area of explorations and field work area (if required) will be made by Client before and during the drilling activities.
- WSP is not responsible for maintaining utility marks, or for re-marking moved, altered, or obliterated utility marks. If utility marks are destroyed, and Client wishes WSP or their subcontractors to remark utilities, WSP will impose additional fees to remobilize to the site.
- WSP will submit draft and final reports in electronic *.pdf format.
- The proposed budget does not account for potential delays caused by adverse or severe weather conditions. Any significant weather delays including heavy rainfall or flooding that may occur during field work may require a change of scope/budget/schedule.
- Cost assumes unimpeded site access for the duration of the fieldwork.
- Any activities that are not explicitly stated as part of the scope of work are excluded from the proposal.
- A health and safety plan will be created for use during the proposed fieldwork.
- This proposal is good for 30 days.
- WSP has no liability for any errors arising from incorrect or incomplete information supplied by the Client.

## SCHEDULE

We anticipate that drilling can be performed within 3 to 4 weeks of notice to proceed from Volkert, and that a report can be issued by WSP within 3 to 4 weeks of the completion of drilling. Therefore, we estimate that a report can be issued to Volkert within 7 to 8 weeks of notice to proceed.

## ESTIMATED BUDGET

We propose to provide the outlined services on a time and materials basis in accordance with the fee schedule provided below in Table 1. Our estimated budget is **$15,600**.

**Table 1: Fee Schedule**

| Classification | Rate/Hour |
|---|---|
| Principal Engineer | $245 |
| Associate Engineer | $185 |
| Senior Engineer | $145 |
| Technical Professional II | $115 |
| Technical Professional I | $110 |
| Administrative | $75 |
| Markup on subs/expenses | 10% |

**Table 2: Cost Estimate Breakdown**

| Task | Cost Estimate |
|---|---|
| Field and Lab Services | $10,000 |
| Engineering Services - WSP | $5,600 |
| **Total** | **$15,600** |

## AUTHROIZATION

To authorize us to proceed with the proposed geotechnical services, please execute the enclosed Services Agreement – Time and Material Sheets and return the copy to us. Any exceptions to this proposal and special requirements not covered in the proposal should be listed on the authorizing document.

WSP appreciates the opportunity to continue to work with to work with Volkert, Inc. on this project. If you have any questions regarding this proposal, please contact Medhat Abdalla at or 205-980-6402.

Sincerely,
**WSP USA – ENVIRONMENT & INFRASTRUCTURE, INC.**

Medhat M. Abdalla, P.E.
Associate Engineer/Associate Project Manager

Brian D. Owens, P.E.
Infrastructure SL Lead

**Attachments**: Services Agreement – Time and Material Sheets
GBA Information Sheet

## Attachments:

# SERVICES AGREEMENT
**(Time and Materials)**

THIS AGREEMENT (the "Agreement"), effective this 10th day of July 2024, is made by and between WSP USA Environment & Infrastructure, Inc., a Nevada corporation, with an address at 4000 Meadow Lake Drive, Suite 121, Birmingham, Alabama 35242 ("WSP USA") and Volkert, Inc. (Volkert), a consulting firm, with an address at 1110 Montlimar Drive, Suite 1050 Mobile, Alabama 36609 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

**1. SCOPE OF SERVICES:** This Agreement sets forth the terms and conditions pursuant to which WSP USA will provide CLIENT services (the "Services") as described in its proposal, dated July 10th, 2024, attached as Exhibit 1 ("Proposal"). PROP24BIRM-035 (Rev A) dated July 10th, 2024.

**2. COMPENSATION:** WSP USA will be compensated in US dollars for its Services on a time-and-materials basis.

WSP USA shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of WSP USA's performance der be greater than the estimated amount, WSP USA will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate WSP USA for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on WSP USA, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP USA in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to WSP USA at the address specified on WSP USA's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP USA of that fact in writing within ten (10) days from the date of receipt of WSP USA's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP USA. WSP USA may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP USA reasonably believes that CLIENT will be unable to pay WSP USA in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP USA has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP USA with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining WSP USA's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by WSP USA up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP USA shall provide CLIENT with thirty (30) days advance notice of any change in rates.

**3. STANDARD OF CARE:** WSP USA will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP USA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**4. INDEPENDENT CONTRACTOR:** WSP USA shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP USA shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP USA and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**5. INSURANCE:** WSP USA will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

**6. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP USA, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP USA encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP USA shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP USA's reasonable opinion, the conditions cause an increase or decrease in WSP USA's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP USA's compensation, schedule, or both. In the event no Change Order is agreed to, WSP USA reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**7. FORCE MAJEURE:** Should performance of Services by WSP USA be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP USA; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. WSP USA will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP USA.

**8. INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to WSP USA by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that WSP USA may retain one (1) copy of all such documents All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP USA under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP USA.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, WSP USA and (d) will reflect WSP USA's findings as to conditions that existed only at the time the Services were performed; (ii) WSP USA (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, WSP USA and (b) may rely on all of the information and data provided by CLIENT to WSP USA being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign WSP USA's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by WSP USA will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless WSP USA from and against all liabilities asserted against, or incurred by, WSP USA related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify WSP USA.

**9. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to: (i) provide WSP USA all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall

immediately transmit to WSP USA any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with WSP USA; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save WSP USA harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that WSP USA is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless WSP USA from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

**10. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by WSP USA for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP USA's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP USA will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP USA in connection with its work.

**11. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT If the samples or wastes resulting from the Services contain any contaminants, WSP USA, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will WSP USA assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

**12. LIMITATION OF LIABILITY: As part of the consideration WSP USA requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP USA by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP USA or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.**

**CLIENT's sole and exclusive remedy for any alleged breach of WSP USA's standard of care hereunder shall be to require WSP USA to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP USA TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP USA IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP USA BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP USA OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP USA IN EXCESS OF THE LIMITATION.**

**In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP USA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP USA, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP USA's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP USA, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP USA performing the Services in accordance with the Standard of Care.**

**WSP USA and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either WSP USA or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.**

**CLIENT agrees that the damages for which WSP USA shall be liable are limited to that proportion of such damages which is attributable to WSP USA's percentage of fault subject to the other limitations herein.**

**13. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other, except that WSP USA may assign its interest in the Agreement to related or affiliated companies of WSP USA or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, WSP USA will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP USA shall retain responsibility in accordance with this Agreement for all services performed.

**14. COST ESTIMATES:** If included in the Services, WSP USA will provide cost estimates based upon WSP USA's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP USA's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

**15. DISPUTE RESOLUTION:** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, WSP USA and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of WSP USA and CLIENT. If such negotiations are unsuccessful, WSP USA and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled though mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the WSP USA office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. **TERM AND TERMINATION:** The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. WSP USA may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate WSP USA for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by WSP USA in effecting the termination, including non-cancelable commitments and demobilization costs.

**17. NOTICE:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

**18. CONFIDENTIALITY:** Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

**19. WAIVER:** The failure of either WSP USA or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by WSP USA or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

**20. SEVERABILITY AND HEADINGS:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

**21. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the WSP USA office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

**22. NONDISCRIMINATION AND AFFIRMATIVE ACTION:** WSP USA agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, WSP USA agrees that its facilities are not segregated.

**23. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP USA. The presence of WSP USA's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP USA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP USA is not responsible for safety or security at a site, other than for WSP USA's employees, and that WSP USA does not have the contractual duty or legal right to stop the work of others.

**24. AUTHORIZATION TO SIGN:** The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit WSP USA's services are rendered.

**25. ANTI-BRIBERY:** The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

**26. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of WSP USA and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by WSP USA and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP USA be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP USA. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure WSP USA services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP USA have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

| **CLIENT** | | **WSP USA Environment & Infrastructure, Inc.** | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | Medhat M. Abdalla |
| Title: | _____ | Title: | Associate Engineer |

Exhibit "1"

**Proposal**
**Proposal # PROP24BIRM-035 (Rev A) dated July 10th, 2024.**

# Important Information about This

# Geotechnical Engineering Proposal

**Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.**

**While you cannot eliminate all such risks, you can manage them. The following information is provided to help.**

## Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

*is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

## Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

## Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

## Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.




8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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## ATTACHMENT C – INSURANCE CERTIFICATE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2024

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**
Greyling Ins Brokerage/EPIC
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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Union Fire Ins Co of Pittsburg | 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** VOLKINC
Volkert, Inc.
11 North Water Street
Ste 18290
Mobile AL 36602

**COVERAGES** **CERTIFICATE NUMBER:** 199756766 **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 | | | 9894987 | 4/1/2024 | 4/1/2025 | 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 | | | 2970073 | 4/1/2024 | 4/1/2025 | 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 | UMBRELLA LIAB X OCCUR | | | XC3CU00031241 | 4/1/2024 | 4/1/2025 | EACH OCCURRENCE | $ 5,000,000 |
| C | X EXCESS LIAB CLAIMS-MADE | | | MKLV2EUE101831 | 4/1/2024 | 4/1/2025 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 80878262 | 4/1/2024 | 4/1/2025 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Professional Liab incl Poll. Liab. | | | 03129811 | 4/1/2024 | 4/1/2025 | 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: Broad Street Phase III. Volkert project number: 0543807.000.

**CERTIFICATE HOLDER**

City of Mobile
205 Government St
Mobile AL 36602

**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 Bradford

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## ATTACHMENT D – E-VERIFY AFFIDAVIT OF VENDOR/CONTRACTOR

Company ID Number: 105558

## ARTICLE I

## PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

## ARTICLE II

## FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The 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. The 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. The 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 the 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 establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish 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 aliens 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 provide to the Employer a manual (the E-Verify Manual) containing instructions 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, and 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 alien 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 alien 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 Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish 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 establish 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.

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 E-Verify 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 established 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 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 employer will use the photocopy to verify the photo and to assist the Department 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, 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 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 $500 and $1,000 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 any 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 on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 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 within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have 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 Manual. 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, 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 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 to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

### A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 tentative nonconfirmation.

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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the 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 tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien 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.

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 the Department through its toll-free hotline 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.

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 (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

## SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

## ARTICLE V

## PARTIES

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 manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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**

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 |

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

**DBE Compliance**

**DBE UTILIZATION REPORT**

**Return to Office of Supplier Diversity**
Via email: arehnique.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 | 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)

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** May 26, 2026

**Submitted by:**
Ricardo Woods, City Attorney

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**

**Amount of Contract:**

**Funding Source**

**ATTACHMENTS:**
1. Resolutions Settlement. S Williams

**REVIEWERS:**
Patricia Primm
Cherlina Monteiro
James Barber

**R E S O L U T I O N**

**Sponsored by: Mayor Spiro N. Cheriogotis**

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Sarnae Williams, 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