AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 18, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   TK Heard, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   August 11, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Toulminville Crichton CDC for a waiver of the Noise Ordinance at Mill Street Park on September 5, 2026, from 9:00 a.m. - 4:00 p.m. (District 1).

Request of Jayden Irby for a waiver of the Noise Ordinance at Tricentennial Park on November 22, 2026, from 2:00 p.m. - 6:00 p.m. (District 1).

Request of Bobby King for a waiver of the Noise Ordinance at 1035 Cody Road N. on September 26, 2026, from 4:00 p.m. - 9:30 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider the application of KeCares 4U, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service.

Public hearing to consider the application of Midtown Cart Transpo for a Certificate of Public Convenience and Necessity to operate a golf cart service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Apostle Valenia Green — to express concerns in the black community with the veterans, homeless, women, disabled, elderly, and needy children.

Reggie Hill - FY27 budget, Gulf Coast Technology Center, public safety, and economic development.

Margo Spencer - to discuss the process for citizens to bring problems and concerns before the board.

12. RESOLUTIONS HELD OVER

21-778 Authorize Professional Services Contract with Minnikin Resources Incorporated to provide governance review and improvement consulting services; NTE $90,000.00 (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

01-832 Authorize Agreement with Lyvve Investment Group, LLC, for community liaison, Africatown Welcome Center, youth jobs programming, and consulting services; NTE: $90,000.00 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept., and John Paine, Purchasing Dept.).

01-850 Authorize Agreement with Tagmarshal International Limited of Cork, Ireland for installation and management of GPS software services at Azalea City Golf Course; $68,114.76 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

08-862 Approve purchase order to Unmanned Vehicle Technologies, LLC for drone-

mounted floodlight, two Astromax drones, two drone cameras with accessories for Gulf Coast Technology Center; $139,345.85 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-863 Approve purchase order to North America Fire Equipment Company, Inc. for master communications stations with headsets and accessories for MFRD; $245,024.49 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

37-864 Consider the application of Everbliss Senior Solutions, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk)

13. CONSENT RESOLUTIONS BEING INTRODUCED

31-866 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Justice, Office of Community Oriented Policing Services for FY2026 Safer Outcomes: Enhancing Crisis Response Training for Law Enforcement Grant Program; NTE $350,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Curtis Graves, Public Safety).

46-867 Honorarily re-name the corner of Mill Street and Mobile Street to "Honorary Clara Jean Ester Way" (sponsored by Councilmember Penn).

58-868 Assess cost for removal of weeds, Repeat Weed Lien Group 103 (sponsored by Mayor Cheriogotis).

60-869 Approve award of special bonus to the Officer of the Month; Monte (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-870 Approve award of special bonus to the Firefighters of the Month; June-Breckenridge and July-Davis, Jr. (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

60-871 Determine appropriations to Eichold-Mertz Magnet School, Gilliard Elementary School, B.C. Rain High School, Craighead Elementary School, Maryvale Elementary School, Pillans Middle School, and Morningside Elementary School serve a public pupose and approve payment (sponsored by Councilmember Small).

60-872 Determine an appropriation to Toulminville Crichton Community Development Corporation serves a public purpose and approve payment (sponsored

by Councilmember Penn).

60-873 Determine an appropriation to Rebounds & Resources serves a public purpose and approve payment (sponsored by Councilmember Penn).

60-874 Determine an appropriation to Lankford Enterprises serves a public purpose and approve payment (sponsored by Councilmember Small).

14. CIP RESOLUTIONS BEING INTRODUCED

09-875 Transfer funds from project SDT08 to grant project G-STPM4925 for grant match for citywide traffic signal improvements; $86,764.70 (sponsored by Mayor Cheriogotis) (submitted by Jennifer White, Traffic Eng.).

15. RESOLUTIONS BEING INTRODUCED

01-876 Authorize Agreement with AT&T Enterprises, LLC for wireless cellular voice and data services and equipment for three years (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

01-877 Authorize Agreement with Alabama Power Company for electrical services at the Mobile Museum of Art (sponsored by Mayor Cheriogotis) (submitted by Lance Slater, Public Safety).

08-878 Approve purchase order to Sansom Equipment Company, Inc. for replacement vertical mast assembly for side-load garbage truck; $29,281.98 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-879 Approve purchase order to H F Glaude Construction for storm drainage vegetation and debris removal, Zeigler Boulevard to Auburn Drive N.; $22,260.20 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-880 Approve purchase order to Carahsoft for one-year renewal of Avepoint Office 365 Cloud backup services for MIT; $45,337.31 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-881 Approve purchase order to Invasive Management Services, Inc. for storm drainage vegetation and debris removal, 2574 Legends Row to Magnolia Grove Parkway; $27,817.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-882 Approve purchase order to Hughes 360 Services, LLC for storm drainage

vegetation and debris removal, Gulf Field Drive N. to Cardinal Drive E.; $23,400.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-883 Approve purchase order to Environmental Systems Research Institute, Inc. for renewal of professional training and consulting services program for GIS; $81,750.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-884 Approve purchase order to MCCI, Inc. for migration of stored City data to Laserfiche enterprise content management software; $23,692.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-885 Transfer funds from Capital Project Cruise Terminal - Equipment & Misc. to Capital Project Cruise Terminal - UPS Replacement; $12,575.74 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM).

09-886 Transfer funds from Capital Project Cruise Roll Up Doors/Gangway to Capital Project Cruise Terminal UPS replacement; $47,859.04 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM).

09-887 Transfer funds from Capital Project Cruise Terminal - Parking Deck Repairs to Capital Project Cruise Terminal UPS replacement; $49,565.22 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM).

21-888 Authorize Contract with Parten Smith, Inc. for downtown sidewalk improvements; $1,000,000.00 (sponsored by Mayor Cheriogotis and Councilmember Ingram) (submitted by John Forrester, Engineering Dept.).

21-889 Authorize Contract with Protec Video, LLC, for deployment and management of technology, training, and consulting services at the Gulf Coast Technology Center; NTE: $695,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jason Smith, Gulf Coast Technology Center).

21-890 Authorize Contract with Samsara, Inc. to provide fleet vehicle camera services and equipment for two years; NTE $1,400,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

37-891 Consider the application of KeCares 4U, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

37-892 Consider the application of Midtown Cart Transpo for a Certificate of Public Convenience and Necessity to operate a golf cart service (Lisa C. Lambert, City Clerk).

01-895 Authorize Agreement with Tyler Technologies, Inc. for enterprise software products and services in support of financial and record management processes; $7,418,460.44 (3-years) (sponsored by Mayor Cheriogoits) (submitted by Scott Kearney, MIT).

16. CALL FOR PUBLIC HEARINGS

41-893 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 1, 3, and 5 Mobile Infirmary Circle, 166 Mobile Infirmary Drive, 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard, and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue (scheduled for September 22, 2026) (Districts 1 and 2).

41-894 Call for public hearing to consider the proposed rezoning of property located at the West side of Weinacker Avenue, 151' +/- North of Virginia Street (scheduled for September 22, 2026) (District 2).

17. ANNOUNCEMENTS

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Robert Shreve

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Professional Services Contract with Minnikin Resources Incorporated for consulting services on governance review and improvement

Amount of Contract:
NTE $90,000.00

Funding Source
General Fund 10049000 / 42200

ATTACHMENTS:
1. Resolution PSC Minnikin Resources Inc 2026
2. Minnikin

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Contract between the City of Mobile and Minnikin Resources Incorporated, to provide governance review and improvement consulting services, in a total contract amount not to exceed $90,000.00, which is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT FOR A STIPULATED SUM
City of Mobile

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

And the Consultant: **Minnikin Resources, Incorporated**
543 Tower Road
Halifax, Nova Scotia (NS) B3H 2X4

City of Mobile Business License No.: 124917

Secretary of State Registration No.: 001-049-834

For the following Project: Governance Review and Improvement Consulting Services

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PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **MINNIKIN RESOURCES INCORPORATED**, a Foreign Corporation (hereinafter referred to as "Consultant"), as follows:

WHEREAS, the Consultant is uniquely qualified and experienced in providing governance consulting, board development, strategic planning, governance training, and related advisory services for governmental agencies, boards, and commissions; and

WHEREAS, the City desires to engage the Consultant because of the Consultant's demonstrated expertise, professional skill, competence, and experience to provide governance review and improvement consulting services for the City's agencies, boards, and commissions upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The Consultant shall provide governance review and improvement consulting services for the City of Mobile as more particularly described in **Exhibit A (Statement of Work)**, which is attached hereto and incorporated herein by reference.

B. The Consultant shall perform all professional services under this Agreement with the degree of professional skill, care, diligence, and judgment ordinarily exercised by members of the same profession under similar circumstances and shall perform such services in a timely and professional manner.

C. The Consultant shall furnish all labor, services, expertise, supervision, equipment, and incidental materials necessary to perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement.

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D. The Mayor, or the Mayor's designee, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the services to be performed under this Agreement.

II. TERM OF AGREEMENT

This Agreement shall commence upon execution by both the City and the Consultant and shall remain in effect until June 30, 2027, or until the services described in Exhibit A have been completed, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement.

III. COMPENSATION

A. The City shall pay the Consultant for services performed under this Agreement in an amount not to exceed Seventy-Five Thousand Dollars ($75,000.00) in professional fees, plus reimbursement of reasonable travel expenses in an amount not to exceed Fifteen Thousand Dollars ($15,000.00), for a total contract amount not to exceed Ninety Thousand Dollars ($90,000.00).

Professional fees shall be paid upon completion of the following milestones:

1. $18,750.00 upon execution of this Agreement;
2. $18,750.00 upon completion of the September 1, 2026 milestone described in Exhibit A;
3. $18,750.00 upon completion of the December 1, 2026 milestone described in Exhibit A; and
4. $18,750.00 upon completion of the March 1, 2027 milestone described in Exhibit A.

Reimbursement for travel expenses shall be limited to actual, reasonable travel expenses incurred in the performance of the services described in Exhibit A and shall not exceed Fifteen Thousand Dollars ($15,000.00). Requests for reimbursement shall be supported by itemized invoices and receipts.

B. The Consultant shall submit invoices in a form reasonably acceptable to the City. Payment shall be made following the City's review and approval of the applicable invoice and supporting documentation.

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IV. METHOD OF PAYMENT

A. The City shall pay the Consultant upon receipt of a properly submitted invoice and written approval by the Mayor or the Mayor's designee, confirming that the services have been performed in accordance with this Agreement.

B. Invoices shall identify the applicable payment milestone described in Exhibit A (Statement of Work). Any request for reimbursement of travel expenses shall be itemized and accompanied by receipts and any other supporting documentation as the City may reasonably require to verify the reimbursable expenses.

C. All invoices shall be in a form reasonably acceptable to the City. The Consultant shall provide such additional documentation as the City may reasonably require to support any request for payment or reimbursement.

D. The Consultant shall retain all billing records, invoices, receipts, and other supporting documentation relating to payments and reimbursable expenses under this Agreement for a period of three (3) years following final payment under this Agreement. Upon reasonable written request, the Consultant shall make such records available to the City for inspection, audit, or copying during normal business hours.

V. ADDITIONAL SERVICES

A. No modification of this Agreement or the services to be performed hereunder shall be effective unless set forth in a written amendment executed by the City and the Consultant.

B. If the City requests the Consultant to perform services beyond the scope of services described in Exhibit A, the parties shall mutually agree in writing to the additional services and any additional compensation before such services are performed. Any approved additional services shall be incorporated into this Agreement by written amendment. The City shall not be obligated to pay for any additional services performed before execution of a written amendment. Notwithstanding the foregoing, if additional services are required as a result of the Consultant's error, omission, or negligence, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

A. To the fullest extent permitted by law, Consultant covenants to defend, indemnify, hold harmless, protect, and exonerate both the City and its officers, 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 Consultant (herein defined to include but not be limited to Consultant's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Consultant as well as the agents or employees of any of them), or (2) arise out of or are related to services performed or to be performed by the Consultant, or (3) arise out of or are related to any other act or omission of the Consultant relating to the Consultant, this Agreement, or the services performed under this Agreement. It is the specific and express intent of the parties to the Agreement 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. Consultant acknowledges and agrees that it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975), as amended, and that limitations applicable to design professionals under this statute do not apply to this Agreement.

B. This Section VI, Liability of Consultant, shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE.

Consultant shall procure and maintain, at its sole expense, the insurance coverages required by this Section VII throughout the term of 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:

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

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B. Commercial General Liability Insurance

Consultant shall maintain Commercial General Liability Insurance (occurrence form), including coverage for independent contractors and blanket contractual liability, specifically covering the obligations assumed by the Consultant under this Agreement, with minimum limits of:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. $1,000,000 Personal and Advertising Injury per person/organization
3. $2,000,000 General Aggregate Limit

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Consultant does not own an automobile, but one is used in the execution of the Agreement, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.)

D. Certificates of Insurance

Certificates of Insurance shall be provided in standard ACORD format. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

Consultant shall provide the City with certificates of insurance evidencing the required coverages at the time the Consultant executes this Agreement.

E. Additional Insured

The Commercial General Liability policy shall name the City of Mobile, its officers, officials, employees, and agents as additional insureds with respect to liability arising out of the Consultant's performance under this Agreement. Such insurance shall be primary and non-contributory with respect to any insurance maintained by the City.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

F. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

G. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirements of this Agreement or as broad as the indemnitor's insurance coverage, whichever is broader.

H. Professional Errors and Omissions

Consultant shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate throughout the term of this Agreement and for a period of two (2) years following completion of the Services. If such coverage is written on a claims-made basis, the policy shall have a retroactive date preceding the effective date of this Agreement, and the Consultant shall maintain continuous coverage or obtain an extended reporting period of not less than two (2) years following completion of the Services.

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VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The personnel assigned by the Consultant to perform the services of this Agreement shall comply with the terms set forth in this Agreement. The Consultant 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 Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.

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

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

D. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of the Consultant's performance, including complaints received from City employees or members of the public, may be considered by the City in determining whether the Consultant has complied with this Agreement and whether termination or other remedies are appropriate under this Agreement.

E. The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and executive orders governing equal employment opportunity and nondiscrimination. In performing this Agreement, the Consultant shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, or any other classification protected by applicable law.

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

G. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent or servant

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

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Agreement. The Consultant shall commence performance upon execution of this Agreement by both parties and shall timely complete each milestone identified in Exhibit A (Statement of Work). Unless otherwise agreed in writing by the parties, all services shall be completed no later than June 30, 2027.

X. FORCE MAJEURE

The Consultant agrees to perform the services required under this Agreement within the time periods set forth herein and in Exhibit A (Statement of Work), except to the extent performance is delayed by a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party that materially delays or prevents performance, including, but not limited to, acts of God, fire, flood, hurricane, epidemic, pandemic, war, terrorism, civil unrest, governmental action, labor disputes not involving the affected party, or interruption of transportation or communication systems. The affected party shall promptly notify the other party in writing of the Force Majeure Event, the anticipated duration of the delay, and the steps taken to mitigate its effects. The affected party shall use commercially reasonable efforts to minimize the duration and impact of the Force Majeure Event. Performance shall be excused only for the period during which the Force Majeure Event prevents performance, and the Consultant shall resume performance as soon as reasonably practicable.

XI. OBLIGATIONS OF CITY

A. The City shall designate the Mayor or the Mayor's designee to serve as the City's representative under this Agreement. The City's representative shall have authority to transmit instructions, receive information, and interpret the City's policies and decisions regarding the services to be performed under this Agreement.

B. The City shall furnish to the Consultant such information and documents within the City's possession or control as are reasonably necessary for the Consultant to perform the

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services required under this Agreement.

C. The City's representative shall administer this Agreement, including reviewing invoices for payment, coordinating with the Consultant regarding the services to be performed, reviewing deliverables submitted by the Consultant, and providing timely comments or approvals reasonably necessary for the Consultant to perform the services under this Agreement.

D. The City shall not provide legal representation or other services to the Consultant in connection with any claim asserted by or against the Consultant.

XII. TERMINATION

A. The City may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the Consultant. Upon termination for convenience, the City shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the value of the services satisfactorily performed through the effective date of termination, including any approved reimbursable expenses incurred prior to the effective date of termination.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as determined by the City, shall be considered a default under this Agreement and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Consultant 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 reasonably capable of being cured, the City may terminate this Agreement immediately upon written notice or upon such later date specified in the notice.

C. In the event the City's termination of this Agreement 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 XII.A.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a written agreement executed by both parties. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the value of the services satisfactorily performed through the effective date of termination, including any approved reimbursable expenses incurred prior to the effective date of termination.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment shall be made in accordance with subsection A of this Section. Consultant shall have one hundred and eighty (180) days after the effective date of termination to submit any outstanding invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Consultant may terminate this Agreement upon thirty (30) days' written notice if the City fails to pay any properly submitted and undisputed invoice within ninety (90) days after the invoice has been approved by the City for payment.

G. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or in part due to: 1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims asserted against the City arising out of the Consultant's performance under this Agreement; 4. Damages caused by the Consultant to the City or any third party; 5. The Consultant's failure or refusal to perform any other obligation under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of any dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter through direct discussions. If the dispute cannot be resolved through direct discussions, the parties may, by mutual agreement, submit the dispute to non-binding mediation in Mobile, Alabama, with each party bearing one-half of the costs of 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 shall be brought exclusively in the state courts of Mobile County, Alabama, or where federal subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

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

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

F. Unless otherwise agreed in writing, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any claim or dispute, including during any mediation or judicial proceeding.

XIV. CONSULTANT WARRANTIES

The Consultant warrants that:

A. All services performed under this Agreement shall be performed:

1. by qualified personnel exercising the degree of professional skill, care, diligence, and judgment ordinarily exercised by members of the same profession under similar circumstances;
2. in accordance with the terms of this Agreement and the Scope of Services set forth in Exhibit A;
3. in compliance with all applicable federal, state, and local laws, regulations, and ordinances; and
4. in a timely, professional, and workmanlike manner.

B. If the City determines that the services do not materially conform to this warranty, the City shall provide the Consultant with written notice describing the nonconforming services. The Consultant shall, at no additional cost to the City, promptly re-perform or correct the nonconforming services within a reasonable time specified by the City after receipt of such notice.

XV. NOTICES

A. The City's authorized representative for purposes of administering this Agreement shall be the Mayor or the Mayor's designee. The Consultant's authorized representative shall be the individual identified below.

B. Any notice required or permitted under this Agreement, including any notice of default or termination, shall be in writing and shall be deemed given when delivered personally, sent

by United States Certified Mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight delivery service, addressed as follows:

CITY:	**CONSULTANT**:
City of Mobile	Minnikin Resources Incorporated
Attn: Mayor or Mayor's Designee	Attn: Paula Minnikin
P.O Box 1827	543 Tower Road
Mobile Alabama 36633	Halifax, Nova Scotia, Canada (NS) B3H 2X4

C. Either party may change its notice address or designated representative by providing written notice to the other party in accordance with this Section.

XVI. EFFECT OF DEFAULT

Upon the occurrence of a default by the Consultant, the City shall have all rights and remedies available under this Agreement, at law, and in equity, including but not limited to:

A. the right to require the Consultant to cure the default within the time provided in this Agreement;

B. the right to withhold payment for services not performed or not performed in accordance with this Agreement;

C. the right to cure the default and recover from the Consultant the reasonable costs incurred by the City in doing so, to the extent permitted by law;

D. the right to terminate this Agreement in accordance with Section XII; and

E. the right to recover all damages and pursue any other remedies available at law or in equity.

XVII. WITHHOLDING PAYMENT

In the event of a default or material breach of this Agreement by the Consultant, the City may withhold payment of any amounts not yet due or payable until the default or breach has been cured to the City's reasonable satisfaction. Nothing contained herein shall obligate the City to pay for services that have not been satisfactorily performed in accordance with this Agreement or for any invoice that is unsupported by the documentation required under this Agreement.

PM

XVIII. ANTI-BOYCOTT

Consultant represents and warrants that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as prohibited by § 41-16-5, Code of Alabama 1975, as amended.

XIX. NON-DISCRIMINATION

Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to nondiscrimination, including, without limitation, City of Mobile Ordinance No. 14-034, as amended. Consultant shall not discriminate on the basis of race, creed, color, national origin, or disability in the performance of this Agreement, shall require any approved subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, to the extent required by applicable law and the Ordinance.

XX. COMPLIANCE WITH IMMIGRATION LAW

By executing this Agreement, the parties certify that, for the duration of this Agreement, 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 **§ 31-13-9, Code of Alabama 1975, as amended**, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the **E-Verify** program. Any party found to be in violation of this provision shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations, and discussions, whether oral or written. No amendment or modification of this Agreement shall be effective unless in writing and executed by both parties.

B. **Construction.** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

C. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights or benefits in any third party.

D. **Time of Performance.** Time is of the essence with respect to each obligation of the Consultant under this Agreement.

E. **Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

F. **Joint and Several Liability.** If the Consultant consists of more than one legal entity, each such entity shall be jointly and severally liable for all obligations under this Agreement.

G. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

H. **Authority.** Each party represents and warrants that it has full authority to enter into and perform this Agreement and that the individual executing this Agreement on its behalf has been duly authorized to do so.

I. **No Waiver by Payment or Acceptance.** Neither the City's review, approval, acceptance of, nor payment for any services performed under this Agreement shall constitute a waiver of any right, claim, or remedy arising from the Consultant's performance or nonperformance under this Agreement.

J. **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

K. **Order of Precedence.** In the event of any conflict or inconsistency between this Agreement and any exhibit, attachment, or other document incorporated by reference, the provisions of this Agreement shall control.

L. **Preparation of Agreement.** This Agreement has been negotiated by the parties, each of whom has had the opportunity to consult with legal counsel. Accordingly, this Agreement shall not be construed more strictly against either party as the drafter.

M. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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 one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

O. Attorney's Fees. If the City is required to institute legal proceedings to enforce this Agreement, the Consultant shall reimburse the City for its reasonable attorney's fees and costs to the extent permitted by law.

P. Sovereign Immunity; No Waiver. Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to the City of Mobile, its officers, officials, employees, or agents under the Constitution or laws of the State of Alabama, including, without limitation, Article I, Section 14 of the Alabama Constitution of 2022, and §§ 11-47-190 and 11-93-2, Code of Alabama 1975, as amended. The City expressly reserves all such rights, immunities, defenses, and limitations.

Q. Assignment. The Consultant shall not assign, transfer, delegate, or otherwise convey any interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of the City, which may be withheld in the City's sole discretion. Any attempted assignment without such consent shall be void.

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

XXII. SIGNATURES

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

CONSULTANT

By: _____

Paula Minnikin, Principal

Printed Name and Title

Date:

July 14, 2026

Province of Nova Scotia }
County of Halifax }

I, the undersigned Notary Public, in and for said county and state, hereby certify that **PAULA MINNIKIN,** whose name as Principal of the **MINNIKIN RESOURCES, INCORPORATED**, a corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, 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 14th day of July, **20**26

_____

Notary Public

Print: LISA GALLIVAN

My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____

City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: CERTIFICATE OF INSURANCE AND ENDORSEMENTS

EXHIBIT C: E-VERIFY DOCUMENTS [IF APPLICABLE]

Statement of Work

Mobile Alabama

Mayor's office

Governance Review and Improvement

DATE LAST MODIFIED: May 7, 2026

VERSION NO: 1.7

DOCUMENT ID: COM26

PREPARED BY: Paula Minnikin

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

Overview

The City of Mobile has 25 Agencies, Boards and Commissions (ABCs) appointed by the Mayor and Council, as well as 10 entities with whom it has contractual management agreements.

These ABCs provide services to Mobile's citizens on behalf of the city. The Mayor and his team are keenly aware that these boards and commissions are very much in the public eye. The Mayor and his team are also aware that the experience and skill levels of directors vary widely across the boards.

These ABCs range from adjudicative boards, such as the Architectural Review Board, to Oversight boards, the Boards of several public-facing museums and parks and Fiduciary Boards such as Mobile Alabama Water and Sewer, Mobile Airport Authority, and the Mobile Housing Authority

These represent a significant investment of Mobile's discretionary funds. They play a significant role in ensuring the equitable and fair operation of the City, as well as in enabling and supporting the City's economic development objectives.

They will play a significant role in delivering the Strategy and Vision of Mayor Spiro Cheriogotis to Enable Economic, Educational, Environmental, and Entertainment Excellence for all of Mobile's citizens and visitors.

Minnikin Resources Inc. has previously met with 14 of these boards and has worked with several of them to improve their governance practices. This work has resulted in Board orientation and education materials for these boards. Several documents and best practices have also been developed above and beyond the scope of the original statement of work at no additional cost to the City of Mobile, including a spreadsheet for tracking the progress of each board, standard committee charters, consistent commitment letters and several common board policies and procedures.

Both the Mayor and Minnikin Resources agree that there is a benefit in continuing to develop and deliver this education and support materials. Both desire to continue working to continue the improvement journey. The desired end state is to have board members who contribute to their respective boards and also support a higher level of board education and performance across the community.

The Mayor is interested in articulating his vision and working with each ABC to create strategies for each to ensure that vision is shared, supported and brought to fruition.

Minnikin Resources Inc. will review and assess all current governance documentation provided by the Mayor's office and, as requested over the duration of the contract, provide advice and assistsance to each board. The work with the existing boards will continue as appropriate for

each, and the Mayor will also identify an additional 8 boards for consideration. As in the prior contract, more will be accommodated whenever and wherever possible

The Mayor and each selected entity will then work with Minnikin Resources Inc. to articulate and define governance and business objectives. A plan will be drafted to address gaps between the current and desired states.

Minnikin Resources Inc. will assist and coach as necessary to support the implementation of this plan, including attending meetings and providing advice as needed. It is agreed that some of these meetings will take place via Zoom.

Minnikin Resources Inc. will provide training sessions on the governance basics to ensure that all members of the Mobile Boards share a standard level of understanding.

Minnikin Resources will also continue to deliver practical materials to improve governance practices as required by each entity.

This work will take place between June, 2026 and June 2027.

The milestones for payment will be:

$18,750 on Acceptance of this Statement of Work

$18,750 September 1, 2026

$18,750 December 1, 2026

$18,750 March 1, 2026

Minnikin Resources Inc. Commercial terms are standard. All amounts are in $USD. The salient points are:

1) Paula's daily rate is $4000. Sr. Associates are $2000, and Jr. Associates are $1000 (full calendar day)
2) Travel days are $750
3) Off-site prep days are 50% of the daily rate.
4) Travel is billed at cost pass thru. (most cost-effective option) unless otherwise approved in advance by the client. If you prefer that we follow your travel policy, provide a copy.
5) Payment terms are "due on receipt."
6) Where travel involves more than one client, costs are prorated.

For this engagement, we propose a fixed price:

USD 75,000 in professional fees, plus not more than $15,000 in travel expenses. This contemplates 3 or 4 weeks on-site in Mobile on mutually agreed dates.

Minnikin Resources understands that it is essential that it model accountability and transparency for each of the ABCs and will present expense claims accordingly.

It is understood and agreed that Minnikin Resources Inc. accepts no liability or responsibility for any work product or advice resulting from this business relationship. The City Of Mobile releases and indemnifies Minnikin Resources Inc. from any and all claims now and in perpetuity.

This agreement is the entire agreement.

Minnikin Resources Inc.

BY:_____ Name: Paula Minnikin. Date: May 7, 2026

City of Mobile

BY:_____ Name: _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Minnikin Resources Inc. 543 Tower Road Halifax NS POSTAL CODE B3H 2X4	Minnikin Resources Inc. 573 Tower Road Halifax Nova Scotia POSTAL CODE B3H 2X4

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Professional liability insurance certificate

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☑ OCCURRENCE ☑ PRODUCTS AND / OR COMPLETED OPERATIONS ☐ EMPLOYER'S LIABILITY ☐ CROSS LIABILITY ☐ WAIVER OF SUBROGATION ☑ TENANTS LEGAL LIABILITY ☐ POLLUTION LIABILITY EXTENSION ☑ Professional Liability ☐	Chutter Underwriting Services - PPP6220700	2025/12/07	2026/12/07	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	$1,000	$5,000,000
				- EACH OCCURRENCE		$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		$2,000,000
				☐ PERSONAL INJURY LIABILITY OR ☑ PERSONAL AND ADVERTISING INJURY LIABILITY		$2,000,000
				MEDICAL PAYMENTS		$25,000
				TENANTS LEGAL LIABILITY	$1,000	$250,000
				POLLUTION LIABILITY EXTENSION		
				Annual Aggregate		$2,000,000
☐ NON-OWNED AUTOMOBILES ☐ HIRED AUTOMOBILES				NON-OWNED AUTOMOBILES HIRED AUTOMOBILES		
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) ☐ ☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)
Fairway Insurance Services Inc Box 99 Annapolis Royal NS POSTAL CODE B0S 1A0 **BROKER CLIENT ID:** MINNRES-01	POSTAL CODE

8. CERTIFICATE AUTHORIZATION

ISSUER Fairway Insurance Services Inc

AUTHORIZED REPRESENTATIVE Ashton Wright

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CONTACT NUMBER(S)
TYPE Main NO. (902) 245-4741 TYPE Fax NO. 9025327553
TYPE NO. TYPE NO.

DATE July 14, 2026 EMAIL ADDRESS a.wright@fairway.ca

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Shonnda Smith, Exec Director
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Contract with Lyvve Investment Group, LLC, for community liaison, Africatown Welcome Center , youth jobs programming, and partnership planning professional consulting services.

Amount of Contract:
NTE $90,000.00

Funding Source
General fund. 1004.2003.42070

ATTACHMENTS:
1. 2026 Lyvve Agenda Package

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: August 4, 2026 (Date) Item No. _____

Submitted by: Public Works (Department) Shonnda Smith (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 Lyvve Investment Group, LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Lyvve Investment Group, LLC, for community liaison, Africatown Welcome Center , youth jobs programming, and partnership planning professional consulting services.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $90,000.00

FUNDING SOURCE:

Budget Item: 1004.2003.42070 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 Lyvve Investment Group, LLC., for community liaison, Africatown Welcome Center, youth jobs programming, and partnership planning professional consulting services, in an amount not to exceed $90,000.00, 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

PROFESSIONAL SERVICES CONSULTANT CONTRACT
FOR A STIPULATED SUM
City of Mobile

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

And the Consultant: LYVVE INVESTMENT GROUP, LLC
4358 Old Shell Rd, Ste 177B
Mobile, AL 36608

City of Mobile Business License No.: 128452

Secretary of State Registration No.: 000-867-998

For the following Project: Community Liaison, Africatown Welcome Center, Youth Jobs Programming, and Partnership Planning for the City of Mobile

Project Number: _____

This Professional Services Agreement ("Agreement") is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and

LYVVE INVESTMENT GROUP, LLC ("Consultant"), an Alabama limited liability company authorized to do business in the State of Alabama.

Entire Agreement; Order of Precedence.

This Agreement, including all Exhibits and attachments hereto, which are incorporated herein by reference, constitutes the entire agreement between the City and the Consultant with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, or understandings, whether written or oral, relating to such subject matter.

The City expressly rejects and does not accept any terms or conditions contained in any prior or separate document submitted by the Consultant, including, but not limited to, any master services agreement, standard terms and conditions, or similar documents, unless expressly incorporated into this Agreement by written amendment executed by the City and the Consultant.

In the event of any conflict between the terms of this Agreement and any Exhibit or attachment, the terms of this Agreement shall control in all respects, and no Exhibit or attachment shall be construed to limit, modify, or waive any obligation, liability, or requirement set forth in this Agreement unless expressly stated in a written amendment executed by the City and the Consultant.

Any additional or conflicting terms proposed by the Consultant in any document, including but not limited to proposals, invoices, or communications, are hereby rejected and shall have no force or effect unless expressly agreed to in a written amendment executed by the City and the Consultant. The City shall not be deemed to have relied, directly or indirectly, upon any statements, representations, assumptions, or methodologies contained in any proposal, presentation, or other pre-contract materials provided by the Consultant, except to the extent such items are expressly incorporated into this Agreement.

No proposal, scope document, or other Consultant-generated material shall be incorporated by reference into this Agreement unless specifically identified and expressly incorporated in a written amendment executed by the City and the Consultant. The Consultant shall not require the City to agree to any additional terms, conditions, licenses, or restrictions, including but not limited to software terms of use, click-through agreements, or access restrictions, in order to access or use any Deliverable.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. No course of dealing, course of performance, prior practice, or informal communication between the parties shall be construed to modify, interpret, supplement, or waive any provision of this Agreement.

The Consultant shall not include in any Deliverable, report, model, or communication any disclaimer, limitation, or qualification that purports to limit the Consultant's responsibility for the accuracy, completeness, or reliability of the Services or Deliverables, or that is inconsistent with the terms of this Agreement. The Consultant acknowledges that the City may rely upon the Deliverables for governmental, regulatory, and policy purposes, and that such Deliverables may be disclosed to third parties, including elected officials and the public. The Consultant agrees that the Deliverables are intended to be relied upon by the City for such purposes and shall be prepared accordingly. The Consultant acknowledges that such reliance is reasonable and intended, and the Consultant's obligations under this Agreement extend to the preparation of Deliverables suitable for such reliance.

For purposes of this Agreement, "Deliverables" shall include, without limitation, all reports, models, analyses, data, documentation, presentations, work papers, calculations, assumptions, and all other work product prepared or provided by the Consultant under this Agreement, whether in draft or final form.

WHEREAS, the Consultant represents that it is qualified and experienced in the provision of Strategic Consulting for Government Affairs, Community Affairs, Youth Jobs Programming, and Partnership Planning; and

WHEREAS, the City desires to engage the Consultant, and the Consultant agrees to provide such services, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Scope of Services. The Consultant shall provide professional consulting services to the City, and preparation of all required deliverables. The services shall be performed in accordance with Exhibit A (Scope of Services) attached hereto and incorporated herein by reference. In the event of any inconsistency between Exhibit A and this Agreement, the terms of this Agreement shall control.

All Deliverables shall meet all applicable requirements set forth in Exhibit A, and any failure to meet such requirements shall constitute a failure to perform under this Agreement.

B. Standard of Care. The Consultant shall perform all professional services under this Contract with the professional skill, care, diligence, and competence ordinarily exercised by similarly situated professionals performing similar services under comparable circumstances.

C. Performance of Services. The Consultant shall diligently and timely furnish all labor, materials, and professional services necessary to perform the Project in accordance with this Agreement and Exhibit A. The Consultant shall be responsible for the completeness, accuracy, and internal consistency of all analyses, models, assumptions, and recommendations prepared under this Agreement.

The Consultant shall not include any proprietary restrictions, limitations, or conditions on the City's access to or use of the Deliverables. All Deliverables shall be provided in formats fully accessible to and usable by the City without restriction.

All Deliverables shall be complete, internally consistent, and sufficient to allow the City and any third party to independently understand, evaluate, and replicate the results without reliance on the Consultant. The Consultant shall ensure that all Deliverables, including the written report and the fee model, are fully consistent with one another. In the event of any discrepancy, the Consultant shall promptly correct such discrepancy at no additional cost to the City. Partial, incomplete, or preliminary Deliverables shall not be considered compliant with this Agreement unless expressly accepted in writing by the City.

The Consultant shall not incorporate into any Deliverable any third-party software, tool, license restriction, or proprietary element that limits the City's ability to access, use, modify, or rely upon the Deliverable without additional cost or permission, unless expressly approved in writing by the City.

All Deliverables shall be provided in fully editable, non-proprietary formats acceptable to the City, and no Deliverable shall be provided in a format that restricts the City's ability to access, modify, or use the Deliverable.

D. Project Manager.

The City Executive Director of Public Works , or her designated representative, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the performance of services under this Contract.

E. Methodology, Data, and Technical Support.

The Consultant shall prepare all analyses, models, and recommendations using generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies.

The Consultant acknowledges that the City will provide certain data and information for use in the study. While the Consultant may rely on such data, the Consultant shall:

1. Review such data for reasonableness and internal consistency;
2. Identify any material gaps, inconsistencies, or assumptions in the data; and
3. Notify the City in writing of any issues that may materially affect the accuracy or reliability of the study.
4. Independently evaluate and validate key assumptions used in the analysis and identify any assumptions that materially impact the results.
5. Clearly identify and explain any adjustments, allocations, rounding, or normalization applied to the data or results.
6. Clearly identify all assumptions used in the analysis, including any assumptions not directly derived from City-provided data.

The Consultant shall not rely on incomplete or obviously inaccurate data without first notifying the City and obtaining direction. The Consultant shall not disclaim or limit responsibility for the

results of the study based solely on data provided by the City where the Consultant has failed to identify or raise concerns regarding such data as required herein.

Upon request by the City, the Consultant shall provide timely clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in meetings with City staff, elected officials, or the public as reasonably necessary to explain and support the study findings, including the ability to explain how specific fees were calculated in clear, non-technical terms.

Such clarification, explanation, and participation shall be considered part of the Consultant's basic services and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

F. Limitation of Liability Prohibited. The Consultant shall not include or rely upon any limitation of liability, disclaimer, or damages cap in any Deliverable, proposal, or communication. Any such limitation shall be void and of no effect unless expressly set forth in this Agreement and approved in writing by the City.

G. Ownership of Work Product. All Deliverables and work product prepared or provided by the Consultant under this Agreement shall be the sole and exclusive property of the City. The Consultant hereby irrevocably assigns to the City all rights, title, and interest in and to such Deliverables, including all intellectual property rights.

The Consultant shall not assert any ownership interest in the Deliverables and shall not restrict the City's use, modification, reproduction, or distribution of the Deliverables for any governmental purpose.

The Consultant may retain copies of the Deliverables for its records but shall not use, reproduce, or distribute the Deliverables for any other client or purpose without the prior written consent of the City.

II. TERM OF AGREEMENT

This Contract shall commence upon execution by the last party hereto (the "Effective Date") and shall remain in effect until the Services have been fully performed and all Deliverables have been submitted and expressly accepted in writing by the City. Submission of Deliverables alone shall not constitute completion of the Services. Completion shall occur only upon written acceptance by the City in accordance with the requirements of this Contract and Exhibit B, unless earlier terminated as provided herein or extended by written amendment approved by the City.

The Consultant shall perform the Services and deliver all Deliverables in strict accordance with the deadlines set forth in Exhibit B, as may be adjusted only by written amendment executed by the City and the Consultant. Failure to meet any such deadline shall constitute a material breach and default under this Contract and may result, in the City's sole discretion, in rejection of Deliverables, withholding of payment, or termination of this Contract. The City shall have no obligation to accept, approve, or pay for any Deliverables that are not submitted in accordance

with the deadlines set forth in Exhibit B or that otherwise fail to comply with the requirements of this Contract.

No delay, act, or omission by the City, including but not limited to review of Deliverables, coordination among departments, or provision of data, shall be deemed to extend the time for performance or constitute a basis for additional compensation, unless expressly approved in a written amendment executed by the City and the Consultant.

In no event shall this Contract extend beyond one hundred fifty (150) calendar days from the Effective Date, unless expressly extended by written amendment executed by the City and the Consultant. Time is of the essence with respect to all obligations under this Contract. Failure to achieve completion within this period shall constitute a material breach and default under this Contract.

III. COMPENSATION

A. The City shall pay the Consultant for Services performed under this Contract an amount not to exceed $90,000.00 (Ninety Thousand and 00/100 Dollars) for the entire Project, in accordance with the Fee Schedule attached hereto as Exhibit C and incorporated herein by reference. Payment shall be made only for Services actually performed and Deliverables submitted and accepted in writing by the City, upon submission of properly itemized invoices and supporting documentation in a form acceptable to the City, as determined in the City's sole discretion, and in accordance with the terms of this Contract.

No payment shall be due for partially completed Services or Deliverables unless expressly authorized in writing by the City. Progress payments or percentage-of-completion payments are not permitted unless specifically set forth in Exhibit C. The City shall have no obligation to pay for any Services or Deliverables that are incomplete, deficient, noncompliant, untimely, or not accepted in writing by the City.

The contract price may include a contingency amount for unanticipated work necessary to complete the Services within the original scope of this Contract. Any use of contingency funds must be authorized in writing by the City's Executive Director of Public Works prior to the performance of such work, and no contingency funds shall be expended without such prior written approval.

The Consultant acknowledges that the contract amount constitutes full compensation for all Services, including all labor, overhead, administrative costs, coordination, revisions, meetings, travel, and support required under this Contract. No additional compensation shall be due unless expressly authorized by written amendment executed by the City and the Consultant.

B. Notwithstanding the foregoing, the Consultant shall perform no Services under this Contract until receipt of a written Notice to Proceed issued by the City. The Consultant acknowledges and agrees that no compensation shall be due for any Services performed prior to the issuance of a Notice to Proceed.

The Consultant further acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and that the City may elect, in its sole discretion, to issue no Notice to Proceed. The City reserves the right, in its sole discretion, to amend, suspend, reduce, or cancel any Notice to Proceed at any time.

The City shall have no obligation to pay for any Services performed outside the scope of this Contract or not authorized in writing by the City. No course of conduct, communication, or performance by the Consultant shall entitle the Consultant to any additional or implied compensation, equitable adjustment, or other payment unless expressly authorized in a written amendment executed by the City and the Consultant.

IV. METHOD OF PAYMENT

A. The City shall pay the Consultant only upon receipt of a properly submitted invoice and written approval of the invoice by the City's Executive Director of Public Works, or her designated representative, confirming that the Services billed have been fully performed in accordance with the requirements of this Contract and that the applicable Deliverables have been submitted and expressly accepted in writing by the City.

B. The Consultant shall submit invoices to the City only for Services actually and fully performed in accordance with Exhibit C (Fee Schedule) attached hereto and incorporated herein by reference. Each invoice shall clearly identify the Services performed, the applicable Deliverables, and the corresponding line items from the Fee Schedule. Invoices that do not strictly comply with the requirements of this Contract may be rejected in the City's sole discretion.

C. Invoices submitted by the Consultant shall be in a form satisfactory to the Executive Director of Public Works as determined in the City's sole discretion and shall include sufficient detail and supporting documentation to allow the City to verify that the Services billed were properly performed and that all Deliverables meet the requirements of this Contract. The Executive Director of Public Works shall have the right to approve, reject, or request additional information regarding any invoice prior to initiating payment. The City shall have no obligation to process or pay any invoice until all requested supporting information has been provided.

D. The City reserves the right to withhold payment, in whole or in part, for any Services that are not performed in accordance with this Contract, for incomplete, deficient, noncompliant, or untimely Deliverables, or for any amounts disputed in good faith by the City. The Consultant shall promptly correct any deficiencies identified by the City at no additional cost, and no payment shall be due until such deficiencies have been corrected to the satisfaction of the City.

E. Payment by the City shall not constitute acceptance of Services or Deliverables, nor shall it be deemed a waiver of any rights or remedies available to the City under this Contract or applicable law.

F. Approved invoices shall be paid in accordance with the City's standard payment procedures. The Consultant acknowledges that such procedures are subject to governmental budgeting, appropriation, and payment processes, and that payment timing may vary accordingly. No specific payment deadline is guaranteed and payment shall be subject to availability of appropriated funds unless expressly required by applicable law, and no interest, late fees, or finance charges shall accrue unless expressly authorized by law.

V. CHANGES IN SERVICES AND ADDITIONAL SERVICES

A. Written Amendments Required. No changes to this Contract, including any changes to the scope of Services, Deliverables, schedule, or compensation, shall be made unless such changes are set forth in a written amendment executed by the City's authorized representative and the Consultant.

B. Authorization of Additional Services. If the City's Executive Director of Public Works determines that additional services related to the Project are required, the Consultant may be authorized to perform such additional services only after the parties have agreed in writing to the scope of the additional services and the corresponding compensation. Any such additional services and compensation shall be incorporated into this Contract by written amendment executed by both the City and the Consultant prior to the commencement of the additional services.

The City shall have no obligation to pay for any additional services performed prior to execution of such written amendment, regardless of whether the City had knowledge of, requested, or received the benefit of such services.

Notwithstanding the foregoing, no additional compensation shall be paid for services required as a result of any error, omission, or negligence, or failure of the Consultant to comply with the requirements of this Contract.

No course of conduct, oral direction, email communication, meeting discussion, or other informal communication shall be construed as authorization for additional services or compensation, nor shall any such actions give rise to any implied or constructive change, unless confirmed in a written amendment to this Contract executed by the City.

C. Revisions and Coordination. The Consultant acknowledges that the Services contemplated under this Contract include reasonable coordination with City staff and timely revisions to draft Deliverables. Such coordination, revisions, clarifications, presentations, and responses to questions from City staff, elected officials, or the public shall be considered part of the Consultant's basic Services under this Contract and shall not entitle the Consultant to additional compensation unless such services are determined by the City, in its sole discretion, to materially expand the scope of work and are authorized in advance by written amendment to this Contract.

D. City Review and Coordination. The Consultant acknowledges that the City's review of draft materials, internal coordination among departments, and review by elected officials may require additional time. Such review periods shall not constitute a delay, change in scope, or constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

VI. LIABILITY OF CONSULTANT

A. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify, hold harmless, protect, and exonerate the City of Mobile, Alabama, and its officers, officials, employees, agents, and representatives (collectively, the "City") from and against any and all claims, demands, suits, actions, damages, losses, liabilities, judgments, awards, liens, costs, expenses, and attorneys' fees, but only to the extent caused by the negligent acts, errors, omissions, breach of contract, or other wrongful conduct of the Consultant, its officers, employees, agents, subcontractors, suppliers, or any person or entity for whom the Consultant is legally responsible, arising out of or related to the performance of Services under this Contract. This indemnification obligation includes, without limitation, the costs of enforcing this provision.

This obligation applies to claims for personal injury, bodily injury, sickness, disease, death, damage to property (including loss of use), economic loss, violations of third-party rights, and includes all costs of defense, including reasonable attorneys' fees.

The Consultant's duty to defend shall apply immediately upon written notice from the City and shall continue until final resolution of the claim; provided, however, that the City shall retain the right to participate in or assume control of the defense of any claim, at its sole discretion.

Notwithstanding the foregoing, nothing in this Contract shall be construed to require the Consultant to indemnify or defend the City for the City's sole negligence, consistent with applicable Alabama law.

The Consultant represents that it is not a design professional within the meaning of § 41-9A-3, Code of Alabama (1975). The obligations of the Consultant under this Section shall not be limited by the availability or amount of any insurance maintained by the Consultant.

B. Limitation on Consultant Recovery. In no event shall the Consultant be entitled to recover from the City any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business, or loss of opportunity, arising out of or relating to this Agreement, regardless of the theory of liability.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE.

Consultant shall name the City of Mobile as an additional insured. Consultant shall take out and maintain during the life of the contract the following:

A. 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.

B. 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.

C. 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.

D. Professional Liability Coverage. The Consultant shall procure and continuously maintain at its sole cost and expense Professional Liability Insurance (Errors and Omissions) covering the professional services performed under this Contract. The insurance required under this Section shall not be construed to limit the Consultant's liability under this Contract. The Consultant shall maintain Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Contract.

If the Professional Liability policy is written on a claims-made basis, the policy shall have a retroactive date prior to the Effective Date of this Contract and shall be continuously maintained in full force and effect during the term of this Contract and for a period of not less than two (2) years after completion of the services under this Contract, either through renewal of the policy or the purchase of an extended reporting period. There shall be no lapse or gap in coverage.

E. Certificate of Liability

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, 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.

   The Consultant shall provide the City with a certificate of insurance in standard ACORD format evidencing the required Professional Liability coverage prior to commencing services under this Contract. The certificate shall identify the Project name and list the City of Mobile as certificate holder as follows:

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. Personnel Qualifications. The personnel assigned by the Consultant to perform the Services under this Contract shall comply with the terms set forth herein. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution of key personnel shall require the prior written approval of the City's Executive Director of Public Works. Any proposed replacement personnel shall be reasonably comparable in experience and qualifications to the personnel originally assigned to the Project.

B. Subconsultants. The Consultant shall not engage any subcontractors or subconsultants without the prior written approval of the City. The Consultant shall be fully responsible for the acts, errors, omissions, and performance of all subcontractors and subconsultants and shall ensure that all such parties comply with the terms and conditions of this Agreement. No subcontracting shall relieve the Consultant of any obligation under this Agreement.

C. Communication and Responsiveness. The Consultant shall respond to communications from the City within three (3) working days, unless a shorter response time is specified by the City or circumstances reasonably require a more immediate response. Failure to comply with this requirement may be considered a material failure to perform under this Contract. The Consultant shall also promptly notify the City of any issue, delay, or circumstance that may affect the performance of Services or the timely delivery of Deliverables.

D. Anti-Contingent Fee Certification. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract. A breach of this provision shall constitute grounds for termination of this Contract and recovery of any amounts paid by the City.

E. Professional Conduct. The Consultant agrees that it and its employees shall communicate with City employees and members of the public in a professional and civil manner. All aspects of the Consultant's performance under this Contract, including complaints received from City employees or members of the public, may be considered by the City in determining whether to renew, suspend, or terminate this Contract. Unprofessional conduct or failure to maintain appropriate standards of communication may constitute a breach of this Contract. The City further reserves the right to suspend or debar the Consultant from consideration for future contracts in accordance with applicable Alabama law.

F. Compliance With Laws. The Consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of Services under this Contract and

shall not discriminate on the basis of race, color, religion, sex, national origin, or any other classification protected by law.

G. Records, Audit, and Inspection. The Consultant shall maintain complete and accurate books, records, documents, and other evidence directly pertaining to or connected with the Services performed under this Contract. Such records shall be maintained for a period of five (5) years after final payment and shall be made available for inspection, audit, and copying by the City or its authorized representatives during normal business hours upon reasonable notice, or without notice where reasonably necessary to protect the City's interests. These requirements shall also apply to any subcontractors or subconsultants engaged by the Consultant. The City shall have the right to audit, test, and validate any models, calculations, or methodologies used in the preparation of the Deliverables.

H. Independent Contractor Status. The Consultant is, and shall remain, an independent contractor in the performance of all work, Services, and activities under this Contract. The Consultant is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in work performed pursuant to this Contract shall be under the sole direction, supervision, and control of the Consultant. The Consultant shall be solely responsible for providing compensation, benefits, and insurance for its employees. The Consultant shall have no authority to bind the City to any agreement or obligation. The Consultant shall be solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

I. Support of Study Findings. Upon reasonable request by the City, the Consultant shall provide reasonable assistance to the City in explaining and supporting the analyses, methodologies, and conclusions contained in the study prepared under this Agreement. Such assistance may include participation in meetings with City staff, elected officials, or members of the public, and providing clarification of the methodologies, assumptions, and calculations used in the preparation of the study. The Consultant shall make reasonable efforts to be available for such support within a timeframe requested by the City. Failure to provide such support may be considered a material failure to perform under this Contract.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

J. Public Records and Confidentiality. The Consultant acknowledges that the City is subject to Alabama public records laws. All Deliverables and materials provided under this Agreement may be subject to disclosure.

The Consultant shall clearly identify any information it considers confidential at the time of submission; however, the City makes no representation that such information will be exempt from disclosure.

The Consultant shall not include any confidential, proprietary, or restricted information in Deliverables unless necessary for performance of the Services and approved by the City.

Nothing in this Section shall be construed to limit the City's obligations under applicable public records laws.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Consultant shall commence work upon receipt of a written Notice to Proceed issued by the City,and shall not begin work prior to such notice.

The Consultant shall diligently and timely perform the Services in strict accordance with the requirements of this Contract and shall complete the Project in strict accordance with the Project Schedule set forth in Exhibit B, attached hereto and incorporated herein by reference. Failure to perform in accordance with the Project Schedule shall constitute a material breach and default under this Contract.

Completion of the Project shall occur only upon the delivery of all required reports, analyses, models, and other Deliverables set forth in Exhibit A and written acceptance of such Deliverables by the City.

The Consultant shall promptly notify the City in writing of any circumstance that may materially affect the schedule for performance of the Services. Such notice shall not relieve the Consultant of its obligation to perform in accordance with the Project Schedule unless an adjustment to the schedule is expressly approved in a written amendment to this Contract executed by the City.

No delay, act, or omission by the City, including but not limited to review of Deliverables or coordination among departments, shall be deemed to extend the Project Schedule or constitute a basis for additional compensation unless expressly authorized by written amendment to this Contract.

The Consultant acknowledges that the City's review of draft materials and internal coordination among departments may require additional time, and such review periods shall not constitute a delay in performance, a change in scope, or a constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

X. FORCE MAJEURE

Neither party shall be considered in default of its obligations under this Contract to the extent that performance is prevented or delayed by events beyond the reasonable control of the affected party and not caused by the negligence, fault, or failure to act of the affected party, including but not limited to acts of God, hurricanes, floods, fires, epidemics, war, terrorism, civil disturbances, or governmental orders ("Force Majeure Event").

The party affected by a Force Majeure Event shall provide prompt written notice to the other party of the nature of the event, the anticipated duration of the delay, and the steps being taken to mitigate the impact of the event. Failure to provide such notice within a reasonable time shall preclude the affected party from claiming relief under this Section to the extent the other party is prejudiced thereby.

The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable, including continuing to perform any portions of the Services not affected by the Force Majeure Event.

A Force Majeure Event shall excuse performance only for the duration and to the extent of the impact of the event and shall not entitle the Consultant to any additional compensation, equitable adjustment, or other payment. The Consultant shall not be entitled to payment for Services not performed as a result of a Force Majeure Event.

Any adjustment to the Project Schedule resulting from a Force Majeure Event must be approved in writing by the City and only to the extent directly attributable to the Force Majeure Event.

If a Force Majeure Event continues for a period of more than sixty (60) days, the City may, upon written notice, terminate this Contract without further obligation, except for payment for Services properly performed and accepted prior to the effective date of termination.

XI. OBLIGATIONS OF CITY

A. City Representative. The City shall designate a Department Head or other authorized representative to act on behalf of the City with respect to this Agreement. Such representative shall have authority to transmit instructions, receive information, and communicate the City's policies and decisions regarding the Services under this Agreement. The City's representative shall not have authority to amend or modify the terms of this Contract, including scope, schedule, or compensation, except through a written amendment executed by an authorized signatory of the City.

B. Information and Data. The City shall make available to the Consultant such information and technical data in the City's possession or control as the City reasonably determines is necessary for the Consultant to perform the Services under this Agreement. The Consultant may rely upon such information and data; however, the Consultant shall exercise appropriate professional judgment in the use of such information and shall promptly notify the City of any errors, omissions, or inconsistencies discovered. The City makes no representations or warranties as to the accuracy or completeness of such information or data. The Consultant's reliance on such information shall not relieve the Consultant of its obligations under this Contract. The City shall have no liability for any errors, omissions, or inaccuracies in such information or data, and the Consultant's reliance thereon shall not relieve the Consultant of its obligations under this Agreement.

C. Contract Administration. The City's designated representative shall administer this Agreement on behalf of the City and shall perform such administrative functions as are reasonably necessary for the implementation of this Agreement, including but not limited to:

1. Review and approval or rejection of Consultant payment requests; and

2. Periodic review of the Consultant's work and Deliverables during the term of this Agreement.

Any review, approval, acceptance, or payment by the City shall not relieve the Consultant of its responsibility to perform the Services in accordance with this Contract, nor shall it be deemed a waiver of any rights or remedies available to the City.

XII. TERMINATION

A. Termination for Convenience. The City may terminate this Contract at any time upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, the City shall pay the Consultant for Services properly performed and Deliverables accepted by the City up to the effective date of termination. Such payment shall constitute full compensation, and the Consultant shall not be entitled to any additional compensation, including lost profits, overhead on unperformed work, demobilization costs, or consequential damages

B. Termination for Default. Any material failure of the Consultant to perform in accordance with the requirements of this Contract, as determined by the City and documented by the City's City Executive Director of Public Works, shall constitute a default and sufficient grounds for termination.

1. For defaults that are curable, as determined by the City, the Consultant shall be notified in writing and shall have ten (10) working days from receipt of such notice to cure the default, or such shorter period as the City determines is reasonably necessary under the circumstances.

2. For defaults that are not curable, as determined by the City, the City may terminate this Contract upon written notice effective on a date specified by the City.

C. Conversion to Termination for Convenience. If a termination for default is determined to be improper or invalid for any reason, such termination shall be deemed to be a termination for convenience pursuant to Section XII(A).

D. Mutual Termination. The parties may mutually agree to terminate this Contract; however, any such termination must be confirmed in a written agreement executed by the City. In such event, the City shall pay the Consultant for Services properly performed and Deliverables accepted prior to the effective date of termination.

E. Abandonment of Services. If the Consultant abandons performance of the Services under this Contract, the City may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating its intent to do so. In such event, the City may take such actions as it deems necessary to secure completion of the Services. Payment for Services properly performed and Deliverables accepted prior to abandonment shall be made in accordance with this Section.

The Consultant shall submit all outstanding invoices within one hundred eighty (180) days following termination. Invoices submitted after this period may be rejected by the City.

F. Consultant Termination Rights. The Consultant may terminate this Contract only if the City fails to pay a properly submitted and undisputed invoice within ninety (90) calendar days after approval by the City's City Executive Director of Public Works, or if the Project is suspended by the City for a continuous period exceeding ninety (90) calendar days. The Consultant shall have no right to suspend or delay performance of the Services pending any such termination.

G. Right to Withhold Payment. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City may withhold payment, in whole or in part, if:

1. The quality of the Consultant's work does not conform to the requirements of this Contract;

2. The quantity of work delivered does not correspond to the Consultant's payment request;

3. Claims have been made, or are likely to be made, against the City or its property arising from the Consultant's work;

4. The Consultant has caused damage to the City or a third party; or

5. The Consultant has failed or refused to perform any obligation under this Contract.

The City's exercise of its right to withhold payment shall not waive any other rights or remedies available under this Contract or applicable law.

H. Transition and Delivery of Work Product. Upon termination of this Contract for any reason, the Consultant shall promptly deliver to the City all work product, Deliverables, data, reports, and materials prepared under this Contract, whether complete or in progress, and shall reasonably cooperate with the City to facilitate an orderly transition of the Services. The Consultant shall not withhold any such materials pending payment or for any other reason.

XIII. DISPUTE RESOLUTION

A. Informal Resolution. In the event of a dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the dispute through direct discussions between authorized representatives of the parties. If the dispute is not resolved within thirty (30) calendar days after written notice of the dispute by either party, either party may pursue any remedies available at law or in equity.

B. Litigation and Venue. If the dispute cannot be resolved through direct discussions, any dispute, action, or proceeding arising out of or relating to this Agreement shall be exclusively brought in the state courts located in Mobile County, Alabama, or, where proper subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens. The parties agree that no mediation or arbitration shall be required as a condition precedent to litigation unless expressly agreed to in writing by the City.

C. Waiver of Jury Trial. To the fullest extent permitted by law, the Consultant knowingly, voluntarily, and intentionally waives any right to trial by jury in any litigation arising out of or relating to this Agreement.

D. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

E. Continued Performance. Unless otherwise directed in writing by the City, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any dispute or claim

arising under this Agreement. The existence of a dispute, including any dispute regarding payment, shall not relieve the Consultant of its obligation to continue performance unless this Contract is terminated in accordance with Section XII. Failure to continue performance as required by this Section shall constitute a material breach of this Contract. The Consultant shall not suspend, delay, or withhold performance of Services for any reason, including any dispute regarding payment, unless this Agreement is terminated in accordance with Section XII.

XIV. CONSULTANT WARRANTY / STANDARD OF CARE

A. Professional Services Standard. The Consultant shall perform all Services under this Agreement using that degree of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances. All Services shall be performed by qualified personnel in a professional and workmanlike manner.

B. Compliance With Contract Requirements. The Consultant shall perform the Services in strict accordance with the scope of services, specifications, and requirements set forth in this Agreement and its exhibits. The City shall have the right to reject any Services or Deliverables that do not conform to such requirements.

C. Compliance With Laws. The Consultant shall perform all Services in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

D. Correction of Deficient Services. If the City determines that any Services or Deliverables do not conform to the requirements of this Agreement, the City shall provide written notice describing the deficiency. Upon receipt of such notice, the Consultant shall, within a timeframe specified by the City, promptly correct or re-perform the deficient Services at no additional cost to the City. The Consultant's obligation to correct deficient Services shall apply notwithstanding any prior review, approval, acceptance, or payment by the City.

E. Methodology Support of Study Findings. The Consultant represents that the analyses, models, assumptions, and recommendations contained in the study prepared under this Agreement are based upon generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies and are internally consistent and supported by the underlying data and calculations.

Upon reasonable request by the City, the Consultant shall provide clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in meetings with City staff, elected officials, or members of the public to explain and support the study findings.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless expressly authorized in a written amendment to this Contract.

F. Certification of Accuracy. Upon delivery of the final report, the Consultant shall certify in writing that, to the best of its knowledge and professional judgment, the analyses, models, assumptions, and conclusions contained in the Deliverables are accurate, internally consistent,

and prepared in accordance with generally accepted professional standards applicable to governmental cost-of-service and user fee studies

XV. SUSPENSION/STOP WORK ORDER

A. Suspension of Services. The City may, at any time, by written notice to the Consultant, require the Consultant to temporarily suspend all or part of the Services under this Agreement. Upon receipt of such notice, the Consultant shall immediately comply with the terms of the suspension, shall cease performance of the suspended Services, and shall continue performance of any non-suspended Services unless otherwise directed by the City. The Consultant shall take all reasonable steps to minimize costs and protect and preserve all work product, Deliverables, and materials during the period of suspension.

B. Resumption of Services. The Consultant shall not resume suspended Services until directed to do so in writing by the City. Any resumption of Services shall be subject to the terms of this Contract and any written direction issued by the City.

C. City Options During Suspension. The City may, at its option, cancel the suspension and direct the Consultant to resume Services, adjust the Project Schedule, or terminate this Agreement in accordance with the termination provisions contained herein.

D. Compensation During Suspension. Unless otherwise expressly authorized in a written amendment executed by the City and the Consultant, the Consultant shall not be entitled to any additional compensation, damages, equitable adjustment, or costs arising out of or related to the suspension of Services. The City shall only be obligated to pay for Services properly performed and Deliverables accepted prior to the effective date of suspension, and for any Services expressly authorized in writing during the suspension period.

E. Extended Suspension. If the suspension continues for more than ninety (90) calendar days, the Consultant may submit a written request that the City either authorize resumption of the Services or terminate this Agreement. Any decision to resume Services, adjust the Project Schedule, or terminate this Agreement shall be at the sole discretion of the City. The Consultant shall not be entitled to terminate this Agreement or recover any additional compensation as a result of such suspension.

XVI. NOTICES

A. Designated Representatives. The City's authorized representative for purposes of this Agreement shall be:

City:
City of Mobile
Shonnda Smith
205 Government Street
Mobile, Alabama 36602
shonda.smith@cityofmobile.gov

Consultant: LYVVE INVESTMENT GROUP, LLC
c/o Anitra Belle Henderson
Consultant's Authorized Agent
Address: 6704 Rickeland Rd S, Mobile, AL 36695

Email: anitra@lyvvenow.com

B. Method of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered:

1. By hand delivery;
2. By United States certified mail, return receipt requested, postage prepaid;
3. By a nationally recognized overnight delivery service; or
4. By electronic mail (email), provided that confirmation of transmission or receipt is obtained.

C. Effective Date of Notice. Notices shall be deemed effective:

- Upon delivery, if delivered by hand;
- Three (3) business days after deposit in the United States mail;
- One (1) business day after deposit with an overnight delivery service; or
- On the date of transmission, if sent by email with confirmation of transmission or receipt.

Refusal to accept delivery, failure to claim mailed notice, or failure to acknowledge receipt of email shall not invalidate the effectiveness of such notice.

D. Change of Address or Representative. Either party may change its designated representative or address for notice by providing written notice in accordance with this Section. Such change shall not be effective until receipt of such notice by the other party.

XVII. DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

1. Failure of the Consultant to materially perform the Services in accordance with the terms of this Agreement;
2. Failure to meet required deadlines or schedules in accordance with the Project Schedule;
3. Failure to perform the Services in accordance with the professional standard of care set forth in this Agreement;
4. Failure to comply with applicable federal, state, or local laws or regulations;
5. Misrepresentation, falsification, or material omission of information provided to the City;
6. Failure to procure or maintain required insurance coverage;
7. Unauthorized assignment or transfer of this Agreement or any interest herein;
8. Failure to correct deficiencies or cure a default after receiving written notice from the City and expiration of any applicable cure period; or
9. Failure to comply with any other material obligation under this Agreement.

XVIII. CITY REMEDIES

Upon the occurrence of a default, the City may, in its sole discretion, exercise any rights or remedies available under this Agreement or at law or in equity, including but not limited to:

1. Requiring the Consultant to cure the default within a specified period;
2. Performing or arranging for performance of the Services and recovering from the Consultant all reasonable costs and expenses thereof, including administrative, legal, and related costs incurred by the City;
3. Terminating the Agreement in accordance with the termination provisions contained herein;
4. Seeking recovery of all damages resulting from the default;
5. Withholding payment of any sums otherwise due under this Agreement until the default has been cured to the satisfaction of the City; and
6. Offsetting any amounts owed by the Consultant against any amounts otherwise due to the Consultant under this Agreement or any other agreement with the City.

The rights and remedies of the City set forth herein are cumulative and in addition to any other rights or remedies available at law or in equity.

Failure of the City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

XIX. FUTURE CONTRACT ELIGIBILITY

Failure of the Consultant to perform in accordance with the terms and conditions of this Agreement, including failure to meet schedule requirements, provide acceptable Deliverables, or comply with applicable laws and Contract requirements, may be considered by the City in evaluating the Consultant's responsibility, qualifications, and past performance for purposes of future contract awards.

Such performance issues may also be considered by the City in determining whether to suspend or debar the Consultant from participation in future City contracts, in accordance with applicable Alabama law and City policies. Any such determination shall be made in accordance with applicable procedures and due process requirements.

XX. PEER REVIEW

The City reserves the right, at its sole discretion, to engage independent experts to conduct peer reviews of the analyses, methodologies, models, assumptions, calculations, and recommendations prepared under this Agreement.

The Consultant shall fully cooperate with such review, including providing prompt and complete access to all relevant documentation, data, work papers, calculations, assumptions, and electronic models used in the preparation of the Deliverables, in a format reasonably requested by the City.

The Consultant shall, at no additional cost to the City, promptly respond to reasonable comments and questions arising from such peer review and shall correct, revise, or supplement the Deliverables as necessary to address any deficiencies identified that reflect non-compliance with the requirements of this Agreement.

The cost of any peer review conducted by the City shall be borne by the City; however, the Consultant shall not be entitled to any additional compensation, equitable adjustment, or extension of time as a result of such peer review unless expressly authorized in a written amendment to this Contract.

Peer review by the City or its consultants shall not relieve the Consultant of its responsibility for the accuracy, completeness, or compliance of the Services or Deliverables under this Agreement.

XXI. ANTI-BOYCOTT CERTIFICATION

Pursuant to Ala. Code § 41-16-5, the Consultant represents and certifies that it is not currently engaged in, and agrees that for the duration of this Agreement it will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as defined in § 41-16-5, Code of Alabama (1975). The Consultant acknowledges that a breach of this certification may result in termination of this Agreement and any other remedies available under applicable law.

XXII. NON-DISCRIMINATION

The Consultant shall comply with all applicable federal, state, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034.

Without limiting the foregoing, the Consultant shall not discriminate on the basis of race, creed, color, national origin, disability, or any other classification protected by law, shall require all subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, in accordance with applicable law and City policy.

Failure to comply with this Section may constitute a material breach of this Agreement.

XXIII. COMPLIANCE WITH IMMIGRATION LAW

By entering into this Agreement, the Consultant represents and certifies that, for the duration of this Agreement, it will not violate federal immigration law and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Pursuant to Ala. Code § 31-13-9, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the E-Verify program and shall maintain such enrollment for the duration of this Agreement.

The Consultant shall require all subcontractors performing work under this Agreement to comply with the requirements of this Section.

A violation of this Section shall constitute a material breach of this Agreement, and the Consultant shall be responsible for all damages resulting therefrom, in addition to any other remedies available to the City under this Agreement or applicable law.

XXIV. MISCELLANEOUS

A. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party.

B. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and does not create any rights, privileges, or causes of action in any third party. Notwithstanding the foregoing, the parties acknowledge that Deliverables are intended to be relied upon by the City and may be disclosed to and relied upon by third parties for governmental, regulatory, and policy purposes without creating contractual privity or limiting the Consultant's obligations under this Agreement.

C. Time of the Essence. Time is of the essence with respect to each and every aspect of the Consultant's performance under this Contract.

D. Cumulative Remedies. The rights and remedies of the City provided under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity.

E. Joint and Several Liability. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Agreement.

F. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

G. Authority. The parties represent and warrant that they are duly authorized to enter into and perform this Agreement and that the individuals executing this Agreement have full authority to bind the respective parties.

H. No Waiver by Payment or Acceptance. The City's review, approval, acceptance of, or payment for Services shall not constitute a waiver of any rights or remedies under this Agreement.

I. Headings. Section and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.

J. Independent Drafting. This Agreement has been reviewed and negotiated by both parties, and no provision shall be construed against either party as the drafter.

K. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

M. Amendment and Waiver. This Agreement may be amended only by a written amendment executed by the City and the Consultant. No waiver of any provision shall be effective unless in writing. No waiver of any breach shall be deemed a waiver of any subsequent breach.

N. Attorney's Fees and Costs. If the City is required to enforce this Agreement due to a breach by the Consultant, the Consultant shall reimburse the City for all reasonable attorneys' fees and costs incurred to the extent permitted by Alabama law.

O. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees.

P. Assignment. The Consultant shall not assign, transfer, or convey this Agreement, or any interest herein, without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. The Consultant shall not assign or transfer any claim, cause of action, or right to payment under this Agreement without the prior written consent of the City.

[SIGNATURES FOLLOW]

SIGNATURES

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

CONSULTANT

LYVVE INVESTMENT GROUP, LLC

By: _____

Printed Name and Title

Date: 7/23/24

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that [Individual's Name] whose name as [Title] of **LYVVE INVESTMENT GROUP, LLC**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In witness whereof, I hereunto set my hand and official seal on this 23 day of July, 2026

KOMALBEN N. PATEL NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires May 15, 2027

Komulben N Patel
Notary Public
Print Komulben N Patel
My commission expires: May 15, 2027
(Seal)

CITY OF MOBILE

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

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES

Scope of Work. The Scope of Work will include, but shall not be limited to, the following activities:

- Community Liaison, Africatown Welcome Center
  - Directing and collecting narratives and items
  - Assist with creating national and international cultural contacts
  - Assist with community engagement
    - Build informed tools for meetings and media
- Summer Jobs Programming
  - Create annual process timeline
  - Create implementation checklist
  - Outreach
    - Set up spaces to discuss upcoming programming
    - Content development assistance
- Fall Internship Programming
  - Outreach
    - Set up spaces to discuss upcoming programming
    - Content development assistance
  - Manage applications
  - Execute placements
  - Develop and execute evaluations
- Partnership Planning (Increase corporate partners)
  - Build target list
  - Relationship cultivation
  - Assist in target marketing
  - Partnership Development

The Program, together with the Activities, collectively, the "Services". The Services shall be provided at a location mutually agreed to be the parties.

EXHIBITS B AND C: FEE SCHEDULE / PROJECT SCHEDULE



BUDGET								
City of Mobile	Project	Project	Project	Project	Project			
	Summer 26 Jobs Planning	Summer 26 Jobs Execution/Evaulation	Africatown ngagement Plannir	Africatown Meetings/Outreach	Fall Jobs 26/Summer 27 Planning/Outreach	Hours	Rate/hr.	Total Costs
PROFESSIONAL FEES								
Lyvve Strategies	50	100	27	70	153	400	$225	$90,000
TOTAL HOURS	50	100	27	70	153	400		
TOTAL FEES	#REF!	#REF!	#REF!	#REF!	#REF!			$90,000
TOTAL EXPENSES								
TOTAL PROJECT COST								

EXHIBIT D: CERTIFICATE OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2026

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

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

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Lyvve Investment Group, LLC
6704 Ridgeland Rd S
Mobile, AL 36695

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		P105.886.150.1	12/30/2025	12/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	Y		P105.886.145.1	12/30/2025	12/30/2026	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

CERTIFICATE HOLDER
The City of Mobile
P.O. Box 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
Mary J Boyd

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2026

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

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

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lyvve Investment Group, LLC
6704 Ridgeland Rd S
Mobile, AL 36695

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		P105.886.150.1	12/30/2025	12/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	Y		P105.886.145.1	12/30/2025	12/30/2026	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal shall apply.

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
Mary J Boyd

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Español

Coverages

Find out how we keep you protected

Home • Policy and Coverages • Coverages

Auto Policy
868661208

VEHICLE COVERAGES

2022 MERCEDES-BENZ GLE350

VIN 4JGFB4JB4NA660437

Bodily Injury & Property Damage Liability $100,000 each person,$300,000 each accident,$100,000 each accident	$338.00
Uninsured/Underinsured Motorist $100,000 each person,$300,000 each accident	$120.00
Medical Payments $500 each person	$5.00
Comprehensive $750 deductible	$78.00
Collision $750 deductible	$249.00
Rental Reimbursement $40 each day,maximum 30 days	$17.00
Roadside Assistance	$8.00

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Tagmarshal International Limited will supply and install hardware and software that will enable Tagmarshal's golf course management system by using GPS tracking devices.

Amount of Contract:
$42,385.92 for hardware, software, installation & setup and first year of service, $12,386.92 per year for the second and third years on contract. Total contract amount: $68,114.76.

Funding Source
Budgeted Funds (Azalea City Golf Course)

ATTACHMENTS:
1. 2026 Tagmarshal Golf Software Resolution
2. Tag Marshall Packet for Review-Signature

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Software As A Service Agreement contract with Tagmarshal International Limited of Cork, Ireland, for the professional golf course management GPS software services in the amount of $68,114.76 during the term of this three year Agreement, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted

_____

City Clerk

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 TAGMARSHAL INTERNATIONAL LIMITED. with a place of business at _____ ("Company")

First Floor, Penrose 1, Penrose Dock, Cork, Co. Cork, Ireland
Company no. 627199

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 professional golf course management GPS 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.

"Solution"

"Solution" means the Tagmarshal professional golf course management system that provides real-time, on course and cart fleet tracking by using GPS tracking devices and actionable data analytics to proactively manage course flow.

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 work to be performed by Tagmarshal pursuant to this agreement and detailed in Section 2 of Exhibit B; as well as per the system feature breakdown on Tagmarshal's website www.tagmarshal.com/productoffering, including hosting, maintenance, support, updates, security measures, and all related obligations to be performed by the Company as described in Exhibit B (Terms and Conditions) and any authorized Change Order executed by the Parties.

Solution

"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.

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.

"GPS Unit" means global positioning system unit that communicates directly with both the cellular network and the global positioning satellite system.

II. SCOPE OF SERVICES.

1. The Company shall provide Customer the services (hereinafter "Services) set out in Exhibit B (Terms and Conditions) 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 Section 2 of Exhibit B, (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 secure, commercial cloud 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 Company acknowledges the Customer's commitment to providing accessible technology. The Company represents that, as of the Effective Date, the Solution is not currently certified as fully compliant with the latest version of the Web Content Accessibility Guidelines ("WCAG") Level AA. The Company shall use commercially reasonable efforts to develop and enhance the Solution to achieve compliance with the latest version of WCAG Level AA and applicable requirements of the Americans with Disabilities Act ("ADA") no later than December 31, 2026.

B. **Ongoing Compliance**

During the Term of this Agreement, the Company shall continue to implement accessibility improvements consistent with its development roadmap and shall not knowingly introduce updates or modifications that materially diminish the accessibility of the Solution. Upon the Customer's reasonable request, the Company shall provide a written update regarding the status of its accessibility efforts and anticipated timeline for achieving compliance.

Following achievement of WCAG Level AA compliance, the Company shall use commercially reasonable efforts to maintain such compliance throughout the remainder of the Term.

C. **Audit Rights**

The Customer may, upon reasonable notice, evaluate the accessibility of the Solution during the Term of this Agreement. If the Customer identifies accessibility deficiencies after the Company's stated compliance deadline, or if the Company represents that it has achieved WCAG Level AA compliance, the Company shall, at its own expense, use commercially reasonable efforts to remediate identified accessibility deficiencies within forty-five (45) calendar days after receiving written notice, or within another mutually agreed remediation schedule if the deficiencies cannot reasonably be corrected within that period.

If the Company fails to use commercially reasonable efforts to achieve compliance by stated deadline, or fails to remediate identified deficiencies within the applicable remediation period, such failure shall constitute a material breach of this Agreement, entitling the Customer to pursue all remedies available.

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 A**.

B. **Annual Service Fee.** Customer shall pay Company an annual service fee not to exceed of $12,865.92 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 infringed 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.

B. **Warranty and Limitation of Liability**

1. Performance Warranty

Company warrants that it shall perform the Services in all material respects:

a. Using personnel with commercially reasonable skill, experience, and qualifications; and

b. 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:

c. Material failure to perform the Services in accordance with the Service Levels specified in this Agreement;

d. Repeated failure to meet agreed response times or resolution for critical or high-priority incidents as outlined in the Agreement or;

e. 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 B (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:
Gerard McCants
Operations Manager
48 N Sage Ave
Mobile, AL 36607

COMPANY:
TAGMARSHAL INTERNATIONAL LIMITED.
Attention:
Stephen Knapp
Managing Director
20 July 2022

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]

TAGMARSHAL INTERNATIONAL LIMITED,

By: Stephen Knapp

Date: 20/07/2026

State of Alabama)
City of Mobile)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that _____, whose name as _____ of TAGMARSHAL INTERNATIONAL LIMITED, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the_____day of_____, 20__.

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

(Please refer to Page 1 Signed by Notary Public)

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
Lisa Lambert, Its City Clerk

Exhibit A: Fee Schedule (Annexure)

Exhibit B: Terms and Conditions

Exhibit C: Certificate of Insurance

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 20, 2026

Azalea City Golf Course
1000 GAILLARD DR
MOBILE AL 36608

Account Information:

Policy Holder Details :	**Tagmarshal 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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2026

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 HUBBARD INSURANCE INC 20262878 PO BOX 71897 MARIETTA GA 30007	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (404) 237-5506 **FAX (A/C, No):** (770) 437-0414 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC#** **INSURER A :** Hartford Underwriters Insurance Company / 30104
INSURED TAGMARSHAL INC 20 ROUNDUP WAY SE CALGARY AB T2G 2W1	**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. 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	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			20 SBA BR6CZR	05/15/2026	05/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $1,000,000 $ $1,000,000 $ $10,000 $ $1,000,000 $ $2,000,000 $ $2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			20 SBA BR6CZR	05/15/2026	05/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			20 SBA BR6CZR	05/15/2026	05/15/2027	EACH OCCURRENCE AGGREGATE [ ]	$ $1,000,000 $ $1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Employment Practices Liability Insurance			20 SBA BR6CZR	05/15/2026	05/15/2027	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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.

CERTIFICATE HOLDER

Azalea City Golf Course
1000 GAILLARD DR
MOBILE AL 36608

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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The ACORD name and logo are registered marks of ACORD

Eimear Hall

Notary Public,

For the Town of Dundalk and the Counties of Louth,

Meath and Monaghan,

Commissioned for Life

8 Jocelyn Street, Dundalk, Co. Louth

TEL : 00353 (0)42 9329458

MOBILE : 086 3609740

EMAIL : info@eimearhall.ie

CERTIFICATE AND NOTARIAL ACT

NOTARY PUBLIC OF IRELAND

BE IT KNOWN by this notarial act that on 20th day of July 2026, before me, Eimear Hall, Notary Public, duly constituted and appointed by the Chief Justice of Ireland, commissioned for life, practising at 8 Jocelyn Street, Dundalk, Co. Louth, Ireland, CERTIFY that Stephen Knopp of Mount View, Aughram Beg, Culloville, Inniskeen, Co. Monaghan identified to me by passport no. PH3455683 issued on 17th December 2025 by the authorities of Ireland who DECLARED before me that he is Director of Tagmarshal International Limited (the Company") having its registered office at First Floor, Penrose 1, Penrose Dock, Cork, Co. Cork, Ireland, Company No. 627199, APPEARED BEFORE ME this day at 8 Jocelyn Street, Dundalk, Co. Louth and signed the attached document before me on which my official stamp has been placed on the back for the purposes of identification.

IN FAITH AND TESTIMONY of the foregoing, I have signed my name and affixed my official seal to this certificate at 8 Jocelyn Street, Dundalk, Co. Louth on this 20th day of July 2026.

Eimear Hall

Notary Public

TERMS AND CONDITIONS

This agreement is entered into between:

TAGMARSHAL INTERNATIONAL LIMITED (Ireland),

Incorporation Number 627199, DUNS Number 985718413, addressed at 1st Floor, 6 Lapps Quay, Cork, Ireland ("Tagmarshal")

And

***Azalea City Golf Course,* addressed at 1000 Gaillard Dr, Mobile, AL 36608, United States ("the Client")**

1.DEFINITIONS

1.1. "Service" means the work to be performed by Tagmarshal pursuant to this agreement and detailed in the scope of work in services listed in 2 hereof; as well as per the system feature breakdown on Tagmarshal's website.

1.2. "GPS Unit" means global positioning system unit that communicates directly with both the cellular network and the global positioning satellite system.

1.3. "Hardware" means the hardware supplied by Tagmarshal to enable the Client to use and access the Software; further details as to the Hardware supplied by Tagmarshal are annexed hereto marked "A".

1.4. "Software" means the Tagmarshal cloud-based software that provides the Client with, amongst other things, course monitoring and pace of play management.

1.5. "Licence Fee" means the monthly fee payable by the Client to Tagmarshal monthly in advance.

1.6. "Installation Date" means the date that Tagmarshal completes the supply and installation of the Hardware and the setup of the Software for the Client.

1.7. "Live Date" means the date at which the Contract Period starts (as per Annexure A) and the Software is functional.

1.8. "First Line Maintenance" means the Client assisting the Tagmarshal remote support agents by performing system and hardware checks. This includes, but is not limited to, basic fault-finding and device removal or replacement, such as checking fuses, cable connections, voltages, and simulating play by driving the cart with the device on the course.

1.9. "Wi-Fi" means a wireless networking technology that uses radio waves to provide wireless high-speed Internet access.

1.10. "Wi-Fi Access Point" means a networking hardware device that allows other Wi-Fi devices to connect to a wired network or wireless network.

2.SERVICE AND SCOPE OF WORK

2.1. Tagmarshal is the owner and operator of a professional golf course management solution that allows for pre-emptive and efficient field management. The Client has agreed to purchase the Hardware and wants to make use of the Software under the terms and conditions fully described herein.

2.2. All terms, conditions, and costs described herein address the use of the Hardware and Software on facilities located at the Client's designated address. Use of the Hardware at any other facility is not permitted under this agreement.

2.3. With effect from the signature date and for a period specified in Annexure A of this agreement ("the Contract Period") from the Live Date, Tagmarshal will make available its Software to the Client and provide the Services as set out herein.

2.4. Tagmarshal shall carry out the Services set out hereunder. Further details as to the duration and timing of the Services Tagmarshal will provide are annexed hereto marked "A".

2.5. Tagmarshal shall be responsible for providing the customer access to the Software for the duration of the Contract Period starting on the Live Date as specified in Annexure "A" of this agreement.

2.6. Tagmarshal will provide service support (Software and Hardware) over the full duration of this agreement via the following routes:

2.6.1. A web-based FAQ/ knowledge page with an online support form/email address.

2.6.2. Online support via email will be available to the Client ( ) between 7.00 am and 3.00 pm EST seven days a week with a minimum response time of 3 (Three) hours.

2.6.3. Telephonic support will be available to the Client via the following telephone number, 725-333-7354 between 7.00 am and 4.00 pm eastern standard time from Monday to Friday.

2.6.4. Off-site repair and maintenance of the Hardware. Faulty Hardware, covered by the terms stipulated in section 9 of this agreement, couriered by the Client to Tagmarshal will be repaired or replaced at the discretion of Tagmarshal, at no cost to the Client for the duration of the Contract Period.

2.7. Tagmarshal will provide 5 hours of training at no cost to the Client on or around the Installation Date and will provide the Client with instructions on how to use and, where necessary, install Hardware components. In the event that the Client requires further instructions and/or training in respect of the use of the Hardware and/or the Software, Tagmarshal agrees to attend to such further instruction and/or training where reasonably possible and the Client agrees that it shall be liable for and shall pay to Tagmarshal its charges in respect thereof at the then prescribed rate that Tagmarshal so charges, therefore. The Client agrees that it may not cede and/or assign any of its rights and/or obligations under this agreement without the prior written consent of Tagmarshal.

2.8. Tagmarshal shall provide notification to the Client on Software upgrades and Service improvements.

2.9. Tagmarshal shall ensure that the Client has access to the latest version of the Software on a continuous basis.

2.10. The Installation Date, on which Tagmarshal will supply the Hardware and provide access to the Software for the Client is specified as per Annexure "A" of this agreement.

2.11. A project plan detailing the Installation Date, and details regarding the installation ("Project Plan") is to be prepared by Tagmarshal and signed off by the Client. Any delays in the Installation Date for reasons under the Client's control that result in additional costs being incurred by Tagmarshal will result in additional charges being billed to the Client.

2.12. All GSM data costs incurred through the use of the GPS Units will be the responsibility of Tagmarshal for the duration of the Contract Period.

2.13. The Tagmarshal system relies on the signal provided by mobile network service providers. Although Tagmarshal cannot guarantee the working of the system if there are mobile signal problems, Tagmarshal will attempt to assist the Client in the event of a mobile network failure by making contact with the mobile network service provider to report the network failure or low signal issues.

2.14. The Track Software Package includes:

2.14.1. 400 x Text / SMS Package per month

2.14.2. 6 x Backend Platform users

2.15. The Premium Software Package includes:

2.15.1. 1000 x Text / SMS Package per month

2.15.2. 15 x Backend Platform users

2.16. Additions to the Track and Premium Software Packages are available at a price per package / user / license.

3.OBLIGATIONS OF THE CLIENT

3.1. The Client will ensure suitable hardware such as a PC and, or tablet computer as well as internet connectivity is available in order for their internal staff and stakeholders to access and work with the Tagmarshal Software.

3.2. The Client shall advise Tagmarshal without delay of any fact, matter or issue which would have an impact on the delivery of the Service, to enable Tagmarshal to properly and effectively carry out the Service.

3.3. The Client is responsible for First Line Maintenance, and:

3.3.1. The Client shall appoint one or more of its employees to attend training to provide First Line Maintenance during the Tagmarshal installation.

3.3.2. If the Client requires Tagmarshal to perform maintenance on site, then Tagmarshal shall be entitled to charge a site visit service and travel fee at the relevant rates at the time.

3.4. The Client is obliged to communicate a golf cart fleet change to Tagmarshal that is scheduled during the Contract Period. Tagmarshal reserves the right to charge an uninstall and reinstall fees and relevant travel costs.

Initial _____
1

4.WI-FI CONNECTIVITY

4.1. Wi-Fi connectivity is a prerequisite for system functionality for 2-way screen products and other Wi-Fi-enabled products in both the cart barn or cart storage area, and the cart staging area. The Client agrees to provide and install Wi-Fi range extenders as required to ensure adequate coverage in these locations.

4.2. The Client shall be solely responsible for the provision, installation, and ongoing maintenance of all necessary Wi-Fi Access Points or network extenders required for system functionality. Tagmarshal shall not be required to supply or install any Wi-Fi Access Points or associated networking hardware.

4.3. The Client shall provide Power over Ethernet (PoE) network points with reliable internet connectivity, a minimum connection speed of 25Mbps, and sufficient data capacity at the location of each Wi-Fi Access Point.

4.4. The location for the Wi-Fi Access Points will be determined by Tagmarshal in consultation with the Client and the Client's IT specialist or IT service provider to ensure optimal coverage and performance.

4.5. The Client shall ensure the necessary network infrastructure is available at the agreed location of each Wi-Fi Access Point prior to the installation of the Wi-Fi Access Point and Hardware.

5.LICENCE FEES AND HARDWARE PAYMENT

5.1. The Client shall be authorized to use the Tagmarshal Software at each facility specified in Annexure "A" of this agreement for the duration of the Contract Period specified therein.

5.2. The Client will be charged a monthly Software License Fee per facility specified in Annexure "A". These fees will be payable by the Client to Tagmarshal monthly in advance via automated account debit (ACH payment) or cheque.

5.3. The Client agrees to purchase the Hardware specified in Annexure "A" of this agreement at the specified amount. These fees will be payable by the Client to Tagmarshal via automated account debit (ACH payment) or cheque.

5.4. The Client may be liable for any customs duty and/or tax considerations due on the Hardware's entry into the Client's state or country.

5.5. All inquiries regarding the billing by Tagmarshal for its services should be sent to .

6.OWNERSHIP

6.1. All documents, reports, data, information, and all other computer records brought into existence by Tagmarshal as a consequence of the implementation of this agreement, shall remain the property of the Client on condition that accounts are in good standing as per clauses 5.1, 5.2 and 5.3 above.

6.2. The Client retains all ownership rights to its course data. Tagmarshal may utilize aggregated and completely anonymized data strictly for internal system analytics, service improvement, and industry research. Tagmarshal shall not use the Client's specific operational data for marketing purposes, nor refer to the Client by name in any public or promotional capacity, without the express prior written consent of the Client.

7.EXCLUSION OF LIABILITY

7.1. Tagmarshal provides the Software and Services "as-is" and makes no warranties, express or implied, regarding the absolute accuracy of any information, opinion, or report generated by the Software. To the extent permitted by Alabama law, Tagmarshal shall not be liable for any indirect, incidental, or consequential damages arising from the Client's access to or use of the Software, Hardware, and/or Services.

8.CONFIDENTIALITY

8.1. Tagmarshal shall at all times hold as confidential any of the Client's information which is of a confidential nature and no disclosure thereof shall be made, save with the consent of the Client, the aforegoing not being deemed to restrict disclosures as would be required in the regular, normal and ordinary course of business to such third party who would normally be entitled to receive such confidential information.

8.2. The confidential information shall extend to and include all information relating to the Client's principals, financial policies, intellectual property, products, services, employees, consultants, contractors and without derogating from the generality of the aforegoing, any information which, if conveyed to a third party, could prejudice the Client and/or procure an unfair advantage insofar as the third party to whom such disclosure has been made, and which would not be available to it in the regular, normal and ordinary course of business.

8.3. The obligation to maintain such confidentiality shall survive the termination of this agreement for any reason or cause whatsoever.

9.HARDWARE REPLACEMENT COST, STORAGE, AND GUARANTEE

9.1. Tagmarshal will guarantee the Hardware supplied by Tagmarshal for the Contract Period, normal wear and tear expected.

9.2. This guarantee does not extend to any conduct of the Client or any person and/or thing that relates to accidental breakage, theft, misuse or abuse, malfunction due to improper Client installation (if applicable), damage caused by accident, fire, liquid contact, water damage, other external cause, golf cart damage or any other action by any party which may cause damage to the hardware.

9.3. Replacement or repair of damaged, lost or broken units outside of the guarantee can be arranged via Tagmarshal, subject to the Client paying Tagmarshal the relevant fees for such a repair or replacement as well as associated shipping and handling.

9.4. If the Client requires Tagmarshal to visit the Client site to perform the replacement, repair or installation of the units identified in clause 9.3 above, then Tagmarshal shall be entitled to charge a site visit service and travel fee at the relevant rates at the time.

9.5. Tagmarshal will reimburse the customer for license and/or service fees on a pro-rata basis for the period that each device is out of service due to Hardware failure subject to the guarantee conditions determined in item 9.2.

10.CLIENT HARDWARE SELF INSTALL

10.1. In the event of the Client electing to self-install the hardware, the Client agrees to waive all of its rights and claims in terms of all hardware and or system warranties and or guarantees, express or implied which may be attributed to the installation and or wiring of the hardware.

10.2. Should the Client prove beyond all reasonable doubt that any hardware or system failure is not as a result of the hardware installation and or wiring, Tagmarshal shall repair or replace the faulty hardware in terms of clause 9.1.

10.3. All self-install methodologies must be approved and signed off by Tagmarshal prior to the installation of hardware, failing which, all warrantees and or guarantees express or implied will be made null and void and the Client acknowledges that it shall have no claim against Tagmarshal for any Hardware or System failures.

11.RENEWAL AND OTHER OPTIONS

11.1. Upon mutual written agreement, the Parties may renew this agreement for up to three (3) successive one (1) year periods. Tagmarshal shall notify the Client of the proposed fees for any renewal period at least ninety (90) days prior to the conclusion of the current Contract Period. Any renewal and corresponding fee schedule must be executed in writing by both Parties.

12.ADVERTISING MEDIA

12.1. In the event the Client elects to upgrade to screen-enabled Hardware during the Contract Period, Tagmarshal reserves the right to present advertising media offers to the Client. However, no advertising media shall be displayed, implemented, or utilized without the express prior written permission of the Client.

13.EVENTS OF DEFAULT

13.1. In the event of any amount due in terms hereof not being paid within thirty (30) days following the due date, or in the event of the Client breaching any material term of this agreement, Tagmarshal shall provide written notice of such default. If the Client fails to cure the default within thirty (30) days of receiving notice, Tagmarshal shall have the right to suspend or terminate the Service, including access to the Software, with immediate effect. Upon cancellation, Tagmarshal is entitled to claim all amounts for services rendered and fees which are in arrears up to the date of cancellation.

13.2. Should Tagmarshal at its own discretion elect not to cancel the agreement, the Client shall be liable to pay interest on any outstanding, undisputed portion of the License Fee at the maximum rate permitted by Alabama state law, in addition to any direct, documented reactivation fees incurred by Tagmarshal at its data provider.

13.3. The Parties agree that, in the first instance, they will attempt to resolve any dispute arising from this agreement amicably through good faith negotiations. If they are unable to resolve the dispute within thirty (30) days, either Party may pursue available legal remedies in a court of competent jurisdiction located in Mobile County, Alabama.

Initial _____

14.NOTICES AND DOMICILIUM

14.1. The Parties choose their respective addresses set out on the first page of this agreement as their designated notice addresses for all purposes arising out of or in connection with this agreement. All legal processes, communications, and notices may validly be served upon or delivered to the Parties at these addresses. Either Party may change its notice address by notifying the other Party in writing, provided the new address is a physical address and not a P.O. Box.

14.2. Any notice given in terms of this agreement shall be in writing and shall be deemed duly received:

14.2.1. If delivered by hand or recognized overnight courier, on the date of delivery;

14.2.2. Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the Parties from another shall constitute adequate written notice to such Party.

15.MISCELLANEOUS

15.1. Warranty of authority

Each Party warrants to the other Party that it has power, authority, and legal right to sign and perform this agreement and that this agreement has been duly authorized by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this agreement.

15.2. Implementation and good faith

15.2.1. The Parties undertake to do all such things, perform all such acts, and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or, conducive to the giving of effect to the terms, conditions, and import of this agreement.

The Parties shall at all times during the continuance of this agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this agreement.

15.2.2. This implies, without limiting the generality of the aforegoing, that they –

15.2.2.1. will at all times during the term of this agreement act reasonably, honestly, and in good faith;

15.2.2.2. will perform their obligations arising from this agreement diligently and with reasonable care; and

15.2.2.3. will make full disclosure to each other of any matter that may affect the execution or implementation of this agreement.

15.3. Non-assignment

Neither Party shall assign any of its rights or delegate any of its obligations under this agreement without the express prior written consent of the other Party.

15.4. Whole agreement

This agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

15.5. Variation

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.

15.6. Severability

15.6.1. The agreements and undertakings of the Parties contained in this agreement shall each be construed as an agreement and undertaking independent of any other provision of this agreement.

15.6.2. The Parties hereby expressly agree that it is not the intention of any party to violate any public policy, statutory or common law and that if any sentence, paragraph, clause, or combination of the same is in violation of the Law of the State of Alabama, United States of America., such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and this agreement shall remain binding upon the Parties hereto.

15.7. Relaxation

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15.8. Counterparts

This agreement (and each amendment, modification, and waiver in respect of it) may be executed in any number of counterparts (including by way of facsimile transmission or electronic mail) and this has the same effect as if the signature on the counterparts were on a single copy of this agreement.

15.9. Governing law

This agreement shall be governed by and construed in accordance with the Law of the State of Alabama, United States of America.

15.10. Costs

Each Party shall be solely responsible for its own legal costs, attorney's fees, and expenses incurred in connection with the negotiation, preparation, and enforcement of this agreement, or any dispute arising out of the breach of its provisions, regardless of the outcome of any such dispute or litigation.

Signed on behalf of the parties as duly authorized in accordance with section 15.1 of this agreement -

Tagmarshal International Ltd

Signature: .....

Full Name: ...Stephen Knoop.....

Date: 20/07/2026

Place: Dundalk, Ireland

The Client

Signature: .....

Full Name: ...Spiro N. Cheriogotis, Mayor.....

Date: .....

Place: .....

Signed in my presence by Stephen Knopp at Dundalk, Co. Louth, Ireland this 20 July 2026

Emer Hall

Initial _____

Emer Hall

TAGMARSHAL
golf course optimization

Course / Facility:	**Azalea City Golf Course**
Contact:	**Gerard W. McCants**
Payment term	**36**
Deferral Months	**6**
Tagmarshal Contact:	**Michael Bright**
Quote number:	**07/10/2026_1**
Quote Date:	**07/10/2026**

Thank you for your interest in Tagmarshal's course management system. We look forward to helping you achieve your business goals.
Please see the below quotation
This quote is valid for 14 days from the creation / revision date. If you require further information, customer references or a follow up demonstration please don't hesitate to contact -contact@tagmarshal.com

Kind Regards

The Tagmarshal team

PRODUCT OPTION	**Tagmarshal Track**
Number of golf courses:	1
Active season months:	Seasonal
Rounds per annum:	50,000

	Quantity	**Price**	**TOTAL**
Set-up fee - Upfront			
• Classic Installed	80	$45.00	$3,600.00
Set-up fee total			**$3,600.00**

	Quantity	**Price**	**TOTAL**
Hardware fee – Upfront Purchase			
• Cart Stop Module	80	$125.00	$10,000.00
• Classic Installed	80	$199.00	$15,920.00
Upfront Purchase Total			**$25,920.00**

	Tagmarshal Track		
Monthly Software service fee			
• Classic installed	80	$13.90	$1,112.00
• **Monthly Data for Tablets at $19 p/m each**	2	**$19.00**	**$38.00**
Monthly Software service & Hardware fee total			**$1,072.16** ☑

TOTALS	
Set-up fee - upfront	$3,600.00
Hardware fee - upfront, Once off	$25,920.00
Software service fee & Hardware lease - per annum	$12,865.92
1st year	**$42,385.92**
2nd year	**$12,865.92**
3rd year	**$12,865.92**

NOTES:

- Ongoing fees are payable monthly in advance (equal instalments). The ongoing fee includes all GSM data fees and product support
- We offer optional tablet packages to enhance starter & marshall performance - Samsung 8 inch tablets with robust cover, a 1GB data plan, set-up and product support - for $245 up front with a $19/m data plan.
- **** indicates indicative install date window and is subject to change.**
- All prices exclude taxes and/or duties which are the client's responsibility (International- outside of USA).
- **Tee sheet integration fees may apply depending on Courses Provider, ask your rep for more info.**
- Type of Cart: Yamaha Electric — **Centre Mount**
- Estimated lead time — 8-10 weeks depending on availability

Accepted

Name: _____ Signature: _____ Date: _____

Emma Hall

Eimear Hall & Co.
Solicitors
3 Jocelyn Street
Dundalk

Docusign Envelope ID: AD0AB387-8492-8F30-81DF-B3CD7F650DB5

TAGMARSHAL INTERNATIONAL LIMITED

(Registration number: 627199)

("the Company")

WRITTEN RESOLUTION OF ALL OF THE DIRECTORS OF THE COMPANY FOR THE TIME BEING, PASSED PURSUANT TO SECTION 161(1) OF THE COMPANIES ACT, 2014 AND REGULATION 14 OF THE CONSTITUTION OF THE COMPANY

WHEREAS:

1. The City of Mobile, Alabama (for Azalea City Golf Course) ("the Customer") and the Company have concluded or will conclude a written commercial agreement for the Company to supply hardware and software that would enable Tagmarshal's golf course management system by using GPS tracking devices ("Commercial Agreement").

2. The Company wishes hereby to authorise and approve the Commercial Agreement and the performance of such actions to implement the Commercial Agreement.

WE, being all the directors of the Company for the time being, HEREBY RESOLVE THAT:

1. RESOLUTION NO. 1: *Commercial Agreement*

The Company be and is hereby authorised to conclude, implement and give effect to the Commercial Agreement in substantially the same form as the copy of such agreement which has been made available to the directors of the Company prior to the adoption of this resolution together with any addenda to such Commercial Agreement concluded from time to time.

2. RESOLUTION NO. 2: *Authorisation*

Any director of the Company, or any person designated and authorised by such director be and is hereby authorised to do all things and sign all such documents as may be necessary to give effect to the above resolutions. Insofar as such signature or acts occurred before the adoption of this resolution, such signature and/or acts be and are hereby ratified.

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3. RESOLUTION NO. 3: *Execution*

These resolutions may be executed in several counterparts and may consist of one or more similar documents in similar form (including letters, facsimiles, electronic mail, or other similar means of communications) in like form, each signed or assented to by one or more directors, each of which shall together constitute one and the same instrument.

In my capacity as a director of the Company, I hereby vote in favour of adopting the resolutions set out above.

Name: **CRAIG REG KLEU**

Signature: 

Date: 15 July 2026

Place: Cape Town

In my capacity as a director of the Company, I hereby vote in favour of adopting the resolutions set out above.

Name: **JOHN RUSSELL WILLMORE**

Signature: 

Date: 15 July 2026

Place: Cape Town

In my capacity as a director of the Company, I hereby vote in favour of adopting the resolutions set out above.

Name:	**BODO GIM SIEBER**
Signature:	
Date:	15 July 2026
Place:	Cape Town

In my capacity as a director of the Company, I hereby vote in favour of adopting the resolutions set out above.

Name:	**STEPHEN KNOOP**
Signature:	STEPHEN KNOOP
Date:	7/15/2026
Place:	Monaghan Ireland

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company: Tagmarshal International Limited

3. Company D.B.A. Name, if any:

4. Mailing Address:
First Floor, Penrose 2, Penrose Dock
Victorian Quarter, Cork
Ireland

5. Remittance Address:
975 Cobb Place Boulevard, Suite 110
Kennesaw
GA, 30144

6. Telephone: (470) 823-1023

7. Fax

8. Main Email: andrew.riddell@tagmarshal.com

Primary Contact:

9. Contact Name and Title: Andrew Riddell - Group Financial Manager

10. Contact Phone: (470) 823-1023

11. Contact Fax:

12. Contact Email: andrew.riddell@tagmarshal.com

Alternate Contact (if applicable):

13. Alt. Contact Name and Title: Michael Bright - Sales Executive

14. Alt. Contact Phone: (470) 823-1023

15. Alt. Contact Fax:

16. Alt. Contact Email: michael.bright@Tagmarshal.com

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required): n/a

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name: Tagmarshal International Limited

City Vendor No. *(if available)*: _____ Tax Identification No.: _____

Billing Address: First Floor, Penrose 2, Penrose Dock Victorian Quarter, Cor

City State Zip: _____

EFT Contact Person: Andrew Riddell

EFT Contact Phone: (470) 823-1023

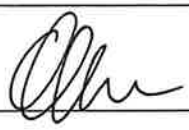
EFT Contact Email: andrew.riddell@tagmarshal.com
(required for EFT payment notification emails)

Bank Name: FIRST CITIZENS BANK AND TRUST CO. (FORMERLY SILICON VALLEY BAN

Routing Number: 121140399 Account Number: 3302465865

Account Type: ☒ Checking or ☐ Savings

Authorized Official (print): Craig Kleu, COO

Authorized Official (signature):  Date: 07/01/2026

For City Use Only: Vendor No._____ Entered Date _____

Form **W-8BEN-E**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to *www.irs.gov/FormW8BENE* for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for: — **Instead use Form:**

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner

2 Country of incorporation or organization

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

- ☐ Simple trust
- ☐ Tax-exempt organization
- ☐ Corporation
- ☐ Partnership
- ☐ Central Bank of Issue
- ☐ Private foundation
- ☐ Complex trust
- ☐ Foreign Government - Controlled Entity
- ☐ Grantor trust
- ☐ Disregarded entity
- ☐ Estate
- ☐ Foreign Government - Integral Part
- ☐ International organization

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- ☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).
- ☐ Participating FFI.
- ☐ Reporting Model 1 FFI.
- ☐ Reporting Model 2 FFI.
- ☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.
- ☐ Sponsored FFI. Complete Part IV.
- ☐ Certified deemed-compliant nonregistering local bank. Complete Part V.
- ☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.
- ☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.
- ☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.
- ☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.
- ☐ Owner-documented FFI. Complete Part X.
- ☐ Restricted distributor. Complete Part XI.
- ☐ Nonreporting IGA FFI. Complete Part XII.
- ☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
- ☐ International organization. Complete Part XIV.
- ☐ Exempt retirement plans. Complete Part XV.
- ☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.
- ☐ Territory financial institution. Complete Part XVII.
- ☐ Excepted nonfinancial group entity. Complete Part XVIII.
- ☐ Excepted nonfinancial start-up company. Complete Part XIX.
- ☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.
- ☐ 501(c) organization. Complete Part XXI.
- ☐ Nonprofit organization. Complete Part XXII.
- ☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.
- ☐ Excepted territory NFFE. Complete Part XXIV.
- ☐ Active NFFE. Complete Part XXV.
- ☐ Passive NFFE. Complete Part XXVI.
- ☐ Excepted inter-affiliate FFI. Complete Part XXVII.
- ☐ Direct reporting NFFE.
- ☐ Sponsored direct reporting NFFE. Complete Part XXVIII.
- ☐ Account that is not a financial account.

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate. | Country

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. | Country

Part I **Identification of Beneficial Owner** *(continued)*

8 U.S. taxpayer identification number (TIN), if required

9a GIIN	b Foreign TIN	c Check if FTIN not legally required. . . . . ▶☐

10 Reference number(s) (see instructions)

Note: Please complete remainder of the form including signing the form in Part XXX.

Part II **Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

☐ Branch treated as nonparticipating FFI. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.
☐ Participating FFI. ☐ Reporting Model 2 FFI.

12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)

Part III **Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)

14 I certify that (check all that apply):

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):

☐ Government
☐ Tax-exempt pension trust or pension fund
☐ Other tax-exempt organization
☐ Publicly traded corporation
☐ Subsidiary of a publicly traded corporation
☐ Company that meets the ownership and base erosion test
☐ Company that meets the derivative benefits test
☐ Company with an item of income that meets active trade or business test
☐ Favorable discretionary determination by the U.S. competent authority received
☐ No LOB article in treaty
☐ Other (specify Article and paragraph): _____

c ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

15 **Special rates and conditions** (if applicable—see instructions):
The beneficial owner is claiming the provisions of Article and paragraph _____
of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____
Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV **Sponsored FFI**

16 Name of sponsoring entity: _____

17 **Check whichever box applies.**

☐ I certify that the entity identified in Part I:
- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank

18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than $175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than $500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts

19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of $50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than $50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity

22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts

23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding $50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI *(continued)*

Check box 24b or 24c, whichever applies.

b ☐ I certify that the FFI identified in Part I:

- Has provided, or will provide, an FFI owner reporting statement that contains:
  - **(i)** The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
  - **(ii)** The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of $50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
  - **(iii)** Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
- Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.

c ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

d ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

25a ☐ (All restricted distributors check here) I certify that the entity identified in Part I:

- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
- Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
- Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
- Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
- Does not solicit customers outside its country of incorporation or organization;
- Has no more than $175 million in total assets under management and no more than $7 million in gross revenue on its income statement for the most recent accounting year;
- Is not a member of an expanded affiliated group that has more than $500 million in total assets under management or more than $20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
- Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

b ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.

c ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____. The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and
- is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____.

The trustee is: ☐ U.S. ☐ Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).

b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - **(i)** Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - **(ii)** Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - **(iii)** Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - **(iv)** Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed $50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans *(continued)*

d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.

e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.

f ☐ I certify that the entity identified in Part I:

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

30 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity;
- Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
- Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
- Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
- Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

32 ☐ I certify that the entity identified in Part I:

- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
- Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
- Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

33 ☐ I certify that the entity identified in Part I:

- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
- Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
- Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

34 ☐ I certify that the entity identified in Part I:

- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
- During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
- Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
- Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - **(i)** Does not accept deposits in the ordinary course of a banking or similar business;
  - **(ii)** Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - **(iii)** Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

b ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**

c ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity: _____

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income or proceeds to which this form relates, is using this form to certify its status for chapter 4 purposes, or is submitting this form for purposes of section 6050W or 6050Y;
- The entity identified on line 1 of this form is not a U.S. person;
- This form relates to: (a) income not effectively connected with the conduct of a trade or business in the United States, (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an income tax treaty, (c) the partner's share of a partnership's effectively connected taxable income, or (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f); **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

☐ **I certify that I have the capacity to sign for the entity identified on line 1 of this form.**

Sign Here ▶ _____ _____ _____

Signature of individual authorized to sign for beneficial owner | Print Name | Date (MM-DD-YYYY)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Unmanned Vehicle Technologies, LLC, for one Freefly Flying Sun 500 drone-mounted floodlight, 2 Freefly AstroMax drones, 2 Freefly Gremsy VIO F1 cameras, with drone accessories for Gulf Coast Technology Center.

Amount of Contract:
$139,345.85

Funding Source
General fund

ATTACHMENTS:
1. 20260806 Unmanned Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 11 Aug 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 Unmanned Vehicle Technologies, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Unmanned Vehicle Technologies, LLC, for one Freefly Flying Sun 500 drone-mounted floodlight, 2 Freefly AstroMax drones, 2 Freefly Gremsy VIO F1 cameras, with drone accessories for Gulf Coast Technology Center. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $139,345.85

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
12292	2026	(1502) GULF COAST TECHNOLOGY CENTER	ONE FREEFLY FLYING SUN 500 DRONE-MOUNTED FLOODLIGHT, TWO FREEFLY ASTROMAX DRONES, TWO FREEFLY GREMSY VIO F1 DRONE CAMERAS, WITH DRONE ACCESSORIES, FOR GULF COAST TECHNOLOGY CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$139,345.85	(300481) UNMANNED VEHICLE TECHNOLOGIES, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC 1722 N COLLEGE AVENUE, SUITE D FAYETTEVILLE, AR 72703 Tel#479-595-8010	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #011223-UNM AND YOUR QUOTE #SO230428. CONTACT REBECCA TURK AT 251-301-0151 TO SCHEDULE DELIVERY.			
001	[CON-102] Freefly Systems Flying Sun 500 (NDAA) [103-153-1001] Freefly Systems Flying Sun 500 The Flying Sun 500 provides instant overhead illumination for roadside incidents and emergency work zones. Designed for single-person deployment, this compact drone floodlight delivers high-intensity light exactly where first responders and road crews need it, without the bulk of traditional light towers. Equipped for continuous operation, the system runs indefinitely when tethered to shore power or a generator. Its portable design allows for easy storage in emergency vehicles, while the overhead positioning eliminates ground-level shadows and hazards, ensuring maximum safety and visibility during night-time recovery or repairs. In the Box: 1 - Flying Sun 500 1 -	1.00 EACH	58895.25000	58895.25

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Astro Max with LED array 1 - 3kW Tether 1 - SL8 - Air Battery 1 - Charger for flight battery			
	The Above Line Item Is Required By: 05/25/26			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			58895.25
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	Astro Max (NDAA/Blue) SKU 950-00187 [103-150-1020] Freefly Systems Astro Max (NDAA/Blue) The Astro Max by Freefly Systems is a compact, reliable industrial drone designed for high-quality performance in challenging situations. With over ten years of experience, Freefly created the Astro as a versatile tool for various industries, featuring an open interface for customization. This Astro Max NDAA-compliant and	1.00 EACH	27545.25000	27545.25

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Blue UAS Cleared List package includes the Astro Max with preloaded NDAA and DIU-approved firmware, necessary tools, props, landing gear, and spare parts, along with the Freefly Pilot Pro controller with Doodle Labs 2.4 GHz radio. It supports various payloads, integrates with RTK GPS for precise mapping and surveying, and is American-made and compliant with all current FCC, DIU, and NDAA guidelines and regulations. Its compact, foldable design promotes portability and efficiency, and its built-in LTE connectivity makes it an ideal choice for innovative, reliable aerial operations, even on the most critical and sensitive missions. INCLUDES: 1x Astro Max Drone (NDAA/Blue) 1x Simple Toolkit 4x Proptectors 1x Spare Bits 1x Astro Compact Travel Case			
	The Above Line Item Is Required By: 05/25/26			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			27545.25

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	Astro Isolator SKU 910-00748 [103-151-1022] The Above Line Item Is Required By:	2.00 EACH 05/25/26	660.25000	1320.50
1	1000.30.15.1502.1502.1502.0000.0000.42115.			1320.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	Freefly Smart Dovetail Kit SKU 910-00687 103-151-1020	2.00 EACH	522.50000	1045.00

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC 1722 N COLLEGE AVENUE, SUITE D FAYETTEVILLE, AR 72703 Tel#479-595-8010	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	The Above Line Item Is Required By:	05/25/26		
1	1000.30.15.1502.1502.1502.0000.0000.42115.			1045.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	Gremsy VIO F1 (for Astro/Alta X Gen2) SKU 950-00190 [103-152-1015] Freefly Systems Gremsy VIO F1 for Astro/Alta X Gen2 The Gremsy VIO F1 is a high-performance, NDAA-compliant dual-sensor payload purpose-built for the Freefly Astro and Alta X Gen2. This missionready EO/IR system integrates high-resolution 4K optical imaging, radiometric thermal sensors, and a long-range laser rangefinder into a single sub-900g package. High-Fidelity Imaging & Tactical Precision Dual-Sensor Array: Features a 4K	2.00 EACH	12919.05000	25838.10

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC 1722 N COLLEGE AVENUE, SUITE D FAYETTEVILLE, AR 72703 Tel#479-595-8010	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	EO camera with 20x optical zoom (240x total) and a 640x512 radiometric thermal sensor for 24/7 situational awareness. Precision Targeting: Integrated Laser Rangefinder (LRF) provides accurate distance measurements up to 2,400 meters (1.5 miles). Rapid Deployment: Ships with the Freefly Smart Dovetail and preconfigured software for immediate plug-and-play use on Astro and Alta X platforms. Optimized Endurance: Lightweight design ensures maximum flight times and maneuverability during critical ISR, SAR, and inspection missions. Compliance & Compatibility Regulatory Standards: NDAA-compliant and FCC-approved for government and public safety operations. Drone Integration: Fully compatible with Freefly Astro, Astro Max, and Alta X Gen2. Export Note: Subject to ECCN 6A003. b.4.b; requires signed disclosure for shipment to eligible buyers. In the Box: 1 - Travel Case 1 - Gremsy VIO F1 with Smart Dovetail Configured for Astro, Astro Max, and Alta X Gen2 1 - 128GB MicroSD			

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor
UNMANNED VEHICLE TECHNOLOGIES, LLC
1722 N COLLEGE AVENUE, SUITE D

FAYETTEVILLE, AR 72703

Tel#479-595-8010

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

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Card (exFAT) 1 - Lens cover 1 - Thermal Lens Focus Tool The Above Line Item Is Required By: 05/25/26			
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			25838.10
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	Astro Spare Parts Kit SKU 910-00678 [103-151-1006] The Above Line Item Is Required By: 05/25/26	4.00 EACH	118.75000	475.00
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			475.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300			

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC 1722 N COLLEGE AVENUE, SUITE D FAYETTEVILLE, AR 72703 Tel#479-595-8010	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
007	Astro Max Spare Propeller Set (2270 High Efficiency) SKU 910-00900 [103-151-1029] Freefly Systems Astro Max Spare Propeller Set (2270 High Efficiency) This set includes two replacement Astro Max propellers (one clockwise, one counter-clockwise) and fasteners. These props are 22" long unfolded, providing a 10% increase in efficiency and flight time over the prior 21" Astro Max props.	12.00 EACH	185.25000	2223.00
	The Above Line Item Is Required By: 05/25/26			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			2223.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
008	Freefly Armor Astro Max	2.00	5495.00000	10990.00

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor
UNMANNED VEHICLE TECHNOLOGIES, LLC
1722 N COLLEGE AVENUE, SUITE D

FAYETTEVILLE, AR 72703

Tel#479-595-8010

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

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	(NDAA/BLUE)(950-00187) SKU: DRONE-ARMOR [103-153-1001] Freefly Systems Armor Extended Warranty for Freefly Alta X or Freefly Astro	EACH		
	The Above Line Item Is Required By:	05/25/26		
1	1000.30.15.1502.1502.1502.0000.0000.42115.			10990.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
009	SL8 Fast Charger SKU 910-00667 [103-151-1002] Freefly Systems Astro SL8 Fast Charger This is a simple battery charger for one Freefly SL8 Battery relying on the SL8 Battery's built-in management system, which manages charging, balance, and overall pack health. No balance connectors are needed!	4.00 EACH	213.75000	855.00
	The Above Line Item Is Required By:	05/25/26		

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor
UNMANNED VEHICLE TECHNOLOGIES, LLC
1722 N COLLEGE AVENUE, SUITE D

FAYETTEVILLE, AR 72703

Tel#479-595-8010

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

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1502.1502.1502.0000.0000.42115.			855.00

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

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

010	SL8 Travel Case SKU 910-00848 [103-151-1024] Freefly Systems SL8 Travel Case The SL8 Travel Case is the ultimate solution for traveling with and protecting your SL8 batteries. Built around a durable, compact SKB iSeries 1914-8 case, it includes a custom insert designed specifically for the SL8 system so everything stays secure, organized, and easy to access. Choose the configuration that fits your mission: carry up to 8 SL8 batteries plus 2 SL8 Fast Chargers, or maximize storage with up to 14 batteries (without chargers). Rugged and wheeled, this case is ready for frequent	1.00 EACH	565.25000	565.25

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	transport and field use. The Above Line Item Is Required By: 05/25/26			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			565.25
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
011	SL8-Air Battery SKU 910-00649 [103-151-1001] Freefly Systems Astro SL8-Air Battery The Freefly Systems Astro SL8-Air Battery is a high-performance power solution designed for the demanding needs of aerial cinematography. The SuperLight Air Batteries (2.25 lbs) are built to withstand the rigors of flight and offer easy handling with their built-in battery management system. The microprocessor-controlled charging, discharging, and health monitoring ensure optimal	12.00 EACH	660.25000	7923.00

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	performance and longevity. The OLED display provides realtime battery strength, and the USB-C power delivery port (up to 60W) allows you to charge your devices, including laptops. With up to 37 minutes of flight time per battery pair, the SL8-Air batteries empower you to capture stunning aerial footage for extended periods. In the Box: 1 - SL8-Air Battery (157 Wh)			
	The Above Line Item Is Required By: 05/25/26			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			7923.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
012	Optional FPV System for Astro (NDAA) SKU 910-00857 [103-152-1007] Freefly Systems Optional FPV System for Astro	2.00 EACH	660.25000	1320.50

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC 1722 N COLLEGE AVENUE, SUITE D FAYETTEVILLE, AR 72703 Tel#479-595-8010	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	(NDAA) Add live, wide-angle first-person-view video and a front-mounted USB-C port to Astro with this NDAA-compliant, DIU Blue-approved accessory. It bolts onto the front of Astro and connects directly to the USB-C port on the Astro I/O panel, giving pilots a reliable FPV feed plus easier access to USB thumb drives for mapping and data transfer. Key features Wide-angle FPV camera for live pilot video Front USB-C port for easier USB drive access Relocates mapping/data USB drive mounting from the bottom of the chassis to the front Lightweight, 44 g installed Simple installation (2 mm hex driver required, included with Astro) Includes lens cover for camera NDAA compliant DIU Blue approved In the Box: 1 - FPV Hub with USB port 1 - USB-C Thumb drive with pull tag (64 GB) 2 - Mounting screws 2 - Extra pull tags			
	The Above Line Item Is Required By: 05/25/26			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			1320.50

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
013	FREIGHT	1.00 EACH	350.00000	350.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			350.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 139345.85

Bill To	Requisition 00012292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 15

Vendor	Ship To
UNMANNED VEHICLE TECHNOLOGIES, LLC	GULF COAST TECHNOLOGY CENTER
1722 N COLLEGE AVENUE, SUITE D	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
FAYETTEVILLE, AR 72703	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#479-595-8010	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/26	300481	06/01/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	139345.85	393026.51

GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
CCancelled	08/06/26	ANNE FOLEY	GL Allocation, GL Allocation c
CCancelled	08/06/26	ANNE FOLEY	GL Allocation, GL Allocation,
CCancelled	08/06/26	ANNE FOLEY	Requisition item added changed
CCancelled	08/06/26	ANNE FOLEY	GL Allocation changed
Approved	05/08/26	JASON SMITH	Reviewed and Approved
Approved	05/08/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	08/06/26	JASON SMITH	Reviewed and Approved
Approved	08/06/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	08/06/26	DONALD ROSE	Auto approved by: 9105fola
Approved	08/06/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/06/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/06/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	08/06/26	JAMES NEESE	Auto approved by: 9105fola
Approved	08/06/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	08/06/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	08/06/26	ANNE FOLEY	
Approved	08/06/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

Unmanned Vehicle Technologies

Unmanned vehicle systems

#011223-UNM
Maturity Date: 3/24/2027
Website: iuvt.us/sourcewell

Sourcewell Awarded Contract

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 011223-UNM gives access to the following types of goods and services:

- UAS hardware, software, and training
- Public safety UAS program management
- 24/7/365 drone fleet support
- Docked drone solutions
- DFR-Drones as First Responder
- Remote ops pilot services
- C-UAS/counter drone solutions
- Tactical terrestrial robots
- Tethered drone solutions
- NDAA compliant UAS
- COA and FAA waiver preparation
- Equipment leasing

Additional information can be found on the vendor-provided, nongovernment website at:
iuvt.us/sourcewell

Need help getting a quote?

Our Sourcewell team can help you through the quoting process, answer contract questions, and clarify next steps.

Get help with a quote

Call 877-585-9706

Register for an account

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

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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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: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to North America Fire Equipment Co Inc, for Setcom Liberator Max master communications stations with 116 headsets and accessories for MFRD.

Amount of Contract:
$245,024.49

Funding Source
Enterprise fund - EMS Response

ATTACHMENTS:
1. 20260806 North Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 11 Aug 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 North America Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to North America Fire Equipment Co Inc, for Setcom Liberator Max master communications stations with 116 headsets and accessories for MFRD. Enterprise fund - EMS Response

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $245,024.49

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: NPP.gov 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
16292	2026	(1510) FIRE ADMINISTRATION	39 SETCOM LIBERATOR MAX MASTER COMMUNICATIONS STATIONS WITH 116 HEADSETS AND ACCESSORIES FOR MFRD (NPP.GOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$245,024.49	(149290) NORTH AMERICA FIRE EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE: Q1225100288693 PER NPPGOV CONTRACT# PS26250			
001	Setcom LiberatorMax Master Station, 16 Channel Item #MS-900MAX; per quote Q1225100288693 Vendor Item	39.00 EACH	1711.00000	66729.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			66729.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	Wireless Headset, Radio Transmit, 16-Channel Includes Wireless Headset, Radio Transmit, 16-Channel Includes Charge Cable	116.00 EACH	891.00000	103356.00

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	(25-1027) and Hanger Hook (14-7014), item #CSB-900MAX KIT Item #CSB-900MAX KIT per quote Q1225100288693 Vendor Item			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			103356.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	Headset Hanger Hook0, item #14-7014 per quote Q1225100288693 Vendor Item	40.00 EACH	18.75000	750.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			750.00

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	Wireless Headset Charge Cable, Coiled Coiled DC Charge Cable for Wireless Headsets (900W4 and 900MAX) 5.5 x 2.1 x 12mm 50-00024 DC Plug to Unterminated 18 AWG, 30-01352 Coiled Wire, item #25-1027 per quote Q1225100288693 Vendor Item	40.00 EACH	23.45000	938.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			938.00

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	Radio Select Module for three Radios. Requires RIM-900-BAL on each Radio Cable. For Three Radios - using RIM-900-BAL on each RCB Audio from All Three Radios Mixed Together in Headsets Weatherproof Enclosure 15 foot upper cable, item #RSM-950-RIM. per quote Q1225100288693 Vendor Item	2.00 EACH	544.00000	1088.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1088.00

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	Radio Interface Module Microphone and Speaker Amplifiers and Level Adjust Accepts Balanced Audio Input, item #RIM-900-BAL per quote Q1225100288693 Vendor Item	6.00 EACH	318.75000	1912.50
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1912.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	Radio Cable, Unterminated Mini Con X 6#20 Female, Cable End overmolded onto 18ft of Conxall supplied 6cond,28awg,80C,300V, Shielded Overall, BLK,PUR, Jacket. (4singles-1shielded twisted pair) End B: Outer Strip 2“, Inner strip&tin 1/4”. Includes clr shrink tube blk/shield. We are unable to provide support for this part or guarantee an integration will be successful. Radio connection to be performed via a Raymarine radio technician, ITEM #RCB-18; PER QUOTE Q1225100288693 Vendor Item	2.00 EACH	107.82000	215.64
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			215.64
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	Microphone Adapter Cable (NCNR) 6‘ Microphone Adapter Cable, System 900 For ICOM M602, M604, M604(A), M504A-71, M506-31, M506-41, M605 Radios. Items marked with an asterisk (*) are special order and non-returnable., ITEM #MACB-Y17-1 PER QUOTE Q1225100288693 Vendor Item	2.00 EACH	422.00000	844.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			844.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
009	Radio Cable Overmolded Conxall 18'	39.00	290.63000	11334.57
	Radio Cable, System 900, 1310, or	EACH		
	1600 For L3Harris XL-185M, XL200M			
	(GTK). Direct Connect to CH or VCH			
	(HD44)., ITEM #RC-18GTK PER QUOTE			
	Q1225100288693			
	Vendor Item			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			11334.57
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
010	LABOR, INSTALL SETCOM SYSTEMS,	275.00	165.00000	45375.00
	WORK TO BE PERFORMED AT EACH TRUCK	EACH		
	ASSIGNED STATION, PER QUOTE			
	Q1225100288693			
	Vendor Item			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			45375.00

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	FREIGHT	1.00 EACH	3500.00000	3500.00
	Additional Description Notes --- PER QUOTE Q1225100288693 Vendor Item Inventory Item/Loc 14009			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			3500.00

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	TARIFF PER QUOTE Q1225100288693	1.00 EACH	8981.78000	8981.78
	Vendor Item			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			8981.78
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00016292-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.GOV
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 245024.49

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.		
	245024.49	393026.51
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/06/26	DONALD ROSE	Auto approved by: 910521901
Approved	08/06/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	08/06/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	08/06/26	MARYLYN BUSCHELL	Auto approved by: 910521901
Approved	08/06/26	JAMES NEESE	Auto approved by: 910521901
Approved	08/06/26	PATRICIA KENNEDY-JONES	
Approved	08/06/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	08/06/26	ANNE FOLEY	Auto approved by: 910521901
Approved	08/06/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

Publicly Solicited Contract	Expiration Date	Renewal Limit	Contract #	Lead Public Agency
	Mar 6, 2030	Mar 6, 2031	PS26250	League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Documents | Access Contract | Details

Synopsis

Fire Fighting Equipment, SCBA, and Protective Gear RFP 2555 Synopsis

RFP

Fire Fighting Equipment, SCBA, and Protective Gear RFP 2555

IGA | MPA

Intergovernmental Agreement IGA

NAFECO Master Price Agreement

For Best Viewing Results Download Contract Docs
Click Here for Viewing Instructions

Testimonial

My time in the fire service spans over thirty years. Throughout my entire career I have worked with NAFECO on many, many projects for our department. Their expertise in the field has been unmatched. hat truly sets NAFECO apart is their dedication to their clients and the community they serve. They are responsive, transparent in their communication, and always have had a proactive approach to any matter. I would confidently recommend NAFECO to any organization seeking a dependable and knowledgeable fire equipment and service provider. They are a valuable asset to our department and uphold the highest standards of service and professionalism.

- Fire Chief Stacy Smith
Fort Payne Fire Department

NAFECO

North America Fire Equipment Co., Inc. (NAFECO) was founded in 1968. NAFECO offers equipment and uniforms to all First Responders including Fire and Police Departments, EMS and we also have an industrial division. We have five locations through out the southeastern United States. Our headquarters is in Decatur, Alabama and we also have locations in Clarkston, GA, Orlando, FL, Foley, AL and Ashland, VA. Our vision is to be recognized by our customers and suppliers as the best in our industry. We understand customers have a choice and believe superior customer service, timely delivery and competitive prices are the foundation of NAFECO.

Additional Company Information

NAFECO Website

NAFECO - FFE Contract Overview

NPPGov Customer Service
customerservice@nppgov.com
Phone: 877.329.8847

North America Fire Equipment Co. NAFECO Contact Information
Ronald Woodall
Vice President
ronald.woodall@nafeco.com
Phone: (256) 353-7100 x127

Other Contracts That May Interest You

FirstNet™ Built With AT&T
Wireless- Mobility Data & Communications Solutions,...
Jun 14, 2023 - Jun 14, 2026

Curtis – Fire Fighting Equipme...
Fire Fighting Equipment, SCBA, and Protective Gear
Feb 25, 2030 - Feb 25, 2031

MES Life Safety – Fire Fightin...
Fire Fighting Equipment, SCBA, and Protective Gear
Mar 17, 2030 - Mar 17, 2031

Ten-8 Fire & Safety – Fire Figh...
Fire Fighting Equipment, SCBA, and Protective Gear
Feb 26, 2030 - Feb 26, 2031

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov 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 NPPGov, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov'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: August 18, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Everbliss Senior Solutions, LLC_CPCN
2. Everbliss Senior Solutions, LLC_CPCN_Redacted

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

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 Everbliss Senior Solutions, 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

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: JUL 28 2026

Lisa D. Lambert
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 Everbliss Senior Solutions, 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 August 11, 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

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kwesi Edwards, individually or on behalf of Everbliss Senior Solutions 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:
Everbliss Senior Solutions Llc

Mobile Business Address: [redacted]

Telephone [redacted] Trade Name (d/b/a): N/a

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: N/a SSN: _____

Mobile Residence:
N/a
Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ 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: [redacted]

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

LLC ✓

Name	Title	Address	Amount of Stock Held (if any)
Kwesi Edwards	Owner.	[redacted]	
Kwesi Edwards	Owner.	[redacted]	
Kwesi Edwards	Owner.	[redacted]	

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: [redacted]

What will be your days and hours of operation? Monday-Friday 9am-6pm

How many vehicles (carriages) do you intend to operate? _____
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Honda	Year: 2013	Model: Odyssey
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:

N/A

N/A

(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: Kwesi Edwards

Date of Birth: [redacted] Social Security #:

Present Address: [redacted]

Home Phone Numbe[redacted] Work Phone Numbe[redacted]

Attach a copy of your current driver's license to this sheet

Present Employer and Address: [redacted]

Present Position/Title: Security

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
N/A			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

N/A

Give nature of all transactions or acts giving rise to these judgements.

N/A

Give name and location of court in which judgements were entered and date entered.

N/A

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.

Kwesi Edwards 07/13/2026

Signature **Date Signed**

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kwesi Tykeltar Edwards

Nickname(s) or Maiden Name: N/a

Current Address: [redacted]

Previous Address: [redacted]

Personal Description:

Height: 5'3

Weight: 148

Hair Color: Black/brown

Eye Color: Brown

Social Security Number: [redacted]

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Kwesi Edwards

Signature

07/13/2026

Date signed

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.

Kwesi Edwards

Applicant's Signature

NAME OF ENTITY:

Everbliss Senior Solutions Llc

By: Kwesi Edwards

Its OWNER

MELISSA M DAVIS
MY COMMISSION EXPIRES
NOTARY PUBLIC
03-28-2028
ALABAMA STATE AT LARGE

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th **DAY OF** July, 2026

Melissa M Davis

Notary Public

Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name:	EDWARDS, KWESI TYKELTAR	**Nick Name:**	
Address:	[redacted]		
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	29
Weight:	110	**Eyes:**	BROWN
Height:	5'02"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
NO RECORD
CHECKED BY: R Robbeze
DATE: 7/16/2026

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466.**

Notice ID: b1YIPspyC1oAFNA6Vllp | **Proof Updated: Jul. 29, 2026 at 09:58am CDT**
Notice Name: Everbliss Senior Solutions CPCN Notice

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

[redacted]

FILING FOR

Lagniappe Weekly

Columns Wide: 1

Ad Class: Legals

Total Column Inches: 2.03

Number of Lines: 18

08/05/2026: Other	21.28
Subtotal	$21.28
Tax	$0.00
Processing Fee	$7.13
Total	**$28.41**

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 Everbliss Senior Solutions, 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 August 11, 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.

Lagniappe HD August 5, 2026

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Curits Graves, Public Safety Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
The Mobile Police Department has requested that the Office of Grants Management apply for the FY2026 Safer Outcomes: Enhancing Crisis Response Training for Law Enforcement Program. Funding will increase the number of officers receiving advanced Crisis Intervention Team and behavioral health training, develop additional in-house instructors, and add immersive virtual reality and scenario-based instruction. By strengthening the department's internal training capacity, the city anticipates long-term benefits to public safety across the region. Funding comes from the United States Department of Justice, Office of Community Oriented Policing Services (COPS Office), through the FY2026 Safer Outcomes: Enhancing Crisis Response Training for Law Enforcement Program. The total amount of grant assistance requested is $350,000.00. This award requires no local match. The deadline to submit the application is August 27, 2026.

Amount of Contract:
$350,000

Funding Source
N/A

ATTACHMENTS:
1. COPS Safer Cover Letter
2. Resolution COPS Safer

REVIEWERS:
Jennifer Greene

Donna Bryars
Cherlina Monteiro
James Barber

August 12, 2026

Dear Councilmembers:

The Mobile Police Department has requested that the Office of Grants Management apply for the FY2026 Safer Outcomes: Enhancing Crisis Response Training for Law Enforcement Program. Funding will increase the number of officers receiving advanced Crisis Intervention Team and behavioral health training, develop additional in-house instructors, and add immersive virtual reality and scenario-based instruction. By strengthening the department's internal training capacity, the city anticipates long-term benefits to public safety across the region.

Funding comes from the United States Department of Justice, Office of Community Oriented Policing Services (COPS Office), through the FY2026 Safer Outcomes: Enhancing Crisis Response Training for Law Enforcement Program. The total amount of grant assistance requested is $350,000.00. This award requires no local match. The deadline to submit the application is August 27, 2026.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, 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 THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply for grant assistance from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), under FY2026 Safer Outcomes: Enhancing Crisis Response Training for Law Enforcement Program, in an amount not to exceed **$350,000.00**. There is no local matching requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to accept the grant if awarded, to execute any grant agreements and other documents necessary in connection with the grant application or award, and to provide any information required by the U.S. Department of Justice, Office of Community Oriented Policing Services. Any grant agreements and related exhibits shall be filed with the City Clerk following execution.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the corner of Mill Street and Mobile Street be given the honorary name of “Honorary Clara Jean Ester Way”.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 11, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-103**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **103.** Please place these on the City Council's Agenda for **August 18, 2026.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	CONTRACT NUMBER							
	GROUP 103						Res. No.	
6/24/2026	1st REPEAT WEED LIEN LETTERS SENT						11-058	
8/18/2026	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
	CONTRACT NUMBER							
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut withi	Assessed	CBO
No.								
1	1069 Wellington St	1		118669	8/22/2023	1	$ 50.00	CBO
2	613 Wellington St	1		118670	6/27/2023	1	$ 962.00	
3	2451 SalviaSt N	2	117154	118671	11/12/2025	1	$ 601.25	
4	3931 Point Road	4		118675	8/15/2023	1	$ 50.00	CBO
5	6405 Manor Dr	7		118676	8/13/2024	1	$ 619.35	
6	615 Dexter Ave	2	116392	118677	12/9/2025	1	$ 835.00	
7	0 Abrams St	1		118678	8/2/2023	2	$ 478.44	
	Par. No. (29 08 18 2 002 009.XXX)							
8	126 Colvin St	1	116838	118679	7/15/2025	1	$ 415.00	
9	1821 Gill Rd	3	115990	118680	9/10/2024	1	$ 50.00	CBO
10	220 Abrams St	1	116611	118681	1/23/2024	3	$ 545.00	
11	204 Locust St	2	116856	118682	2/27/2024	2	$ 795.00	
12	552 S Ann St	3	117244	118683	11/12/2025	1	$ 380.00	
13	1100 Wellington St	1	116377	118684	8/15/2023	4	$ 736.00	
14	219 Rylands St	2	115765	118685	8/13/2024	3	$ 615.00	
15	718 Johnston Ave	3	117031	118686	9/30/2025	1	$ 695.00	
16	1707 Marengo Dr	3	117996	118687	5/28/2026	1	$ 434.93	
17	1709 Marengo Dr	3	118045	118688	5/28/2026	1	$ -	N/A
18	230 Abrams St	1		118693	6/17/2025	1	$ -	CBD
19	705 Petit Ave	1		118694	12/9/2025	1	$ 578.41	CBO
20	616 Petit Ave	1		118695	12/19/2025	1	$ -	CBD
	Total						$ 8,840.38	

District total for this group		Numbers of lots cut	
1	9	1	6
2	4	2	4
3	5	3	4
4	1	4	0
5	0	5	0
6	0	6	0
7	1	7	0
	20		14

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Marchetta Dante 8-12-2026

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **BENNETT LEONARDO**

Address: **990 WAKEFIELD DR W**

City, State, Zip: **MOBILE, AL 36695-8524**

Repeat Group Number: **103** Item # **1**

Lot Description: **COMG AT SW COR OF WELLINGTON ST & PRICHARD LANE RUN TH IN A SW-LY DIR ALG S/L OF PRICHARD LN DIS OF 107.38 FT TO A PT TH RUN S-LY & PAR WITH E/L OF LUBEL AVE DIS OF 176.34 FT TO A PT WHICH PT IS PLC OF BEG TH CONT S-LY & PAR WITH LUBEL AVE DIS OF 40 FT TO A PT TH E-LY AT RT ANG DIS OF 94.57 FT D 107 FT S TO A PT WHICH PT IS ON W/L OF WELLINGTON ST TH NLY ALG W/L OF WELLINGTON ST DIS OF 40 FT TO A PT TH WLY & PAR WITH S/L OF PPTY HEREIN DESC DIS OF 95.35 FT POB #SEC 44 T4S R1W #MP29 02 44 0 013(29 02 44 0 013 433.XXX) 1069 WELLINGTON ST**

Nuisance Date: 6/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,280	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shasia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **JONES BEATRICE**

ATTN: RONNYE WILLIAMS

Address: **1449 N DIANE CT SE APT A**

City, State, Zip: **SMYRNA, GA 30080-1716**

Repeat Group Number: **103** Item # **2**

Lot Description: **LOT 20 BLK 2 SUMMERVILLE PLACE MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 047.XXX) 613 WELLINGTON ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,564	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		5	$	3.00	$	**15.00**
Debris Removal	Cubic Yard	96	$	7.00	$	**672.00**
		Total Project Cost:			$	**962.00**

Sheila Dean
SECRETARY

Marchella Foster
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **FENTON NELSON CLYDE**

Address: **102 TIMBER RIDGE BLVD**

City, State, Zip: **PASS CHRIS, MS 39571-2527**

Repeat Group Number: **103** Item # **3**

Lot Description: **LOT 10 BLK G CESSNA PLACE SUBDIV 3RD UNIT MBK 6 P 265-266 #SEC 29 T4S R1W #MP29 09 29 3 001 (29 09 29 3 001 083.XXX) 2451 N SALVIA ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,900	$	0.0125	$	**136.25**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	45	$	7.00	$	**315.00**
		Total Project Cost:			$	**601.25**

Sheria Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **ESTATE OF SUSAN M WHITE**

AKA SUSAN MARIE MANSFIELD

Address: **3828 SANIT ANDREWS LOOP E**

City, State, Zip: **MOBILE, AL 36693-5338**

Repeat Group Number: **103** Item # **4**

Lot Description: **LOT 12 BLK G CYPRESS SHORES ESTATES 1ST UNIT MBK 11 PG 83 #SEC 39 T5S R2W #MP33 06 39 0 005 (33 06 39 0 005 037.XXX) 3931 POINT RD**

Nuisance Date: 6/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ.FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	17,660	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **HODGES BILLY JOE & BETTY S**

Address: **6405 MANOR DR**

City, State, Zip: **MOBILE, AL 36608-4158**

Repeat Group Number: **103** Item # **5**

Lot Description: **LOT 28 WEST PARK MANOR MBK 10/26 #SEC 08 T4S R2W #MP28 03 08 1 003 (28 03 08 1 003 033.XXX) 6405 MANOR DR**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		20,748	$	0.0125	$	**259.35**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**619.35**

Sheila Dean
SECRETARY

Michelle Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **MATIAS JORGE ENRIQUE OJENDA**

Address: **8157 CLARY DR**

City, State, Zip: **LAUREL HILL, FL 32567-2156**

Repeat Group Number: **103** Item # **6**

Lot Description: **BEG NW COR LOT 11 BLK 25 GLENDALE PARK DBK 61 PG 316 TH S 50 FT TH ELY 127 FT(S) TH NLY 50 FT TH WLY 127 FT(S) TO POB BEING LOT 11 & PT VACATED ALLEY BLK 25 SD SUB SEC 27 T4S R1W #SEC 27 T4S R1W #MP29 10 27 2 003 (29 10 27 2 003 101.XXX) 615 DEXTER AVE**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,320	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	80	$	7.00	$	**560.00**
		Total Project Cost:			$	**835.00**

Sheila Dean
SECRETARY

Marchetta Taute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **BURLEY CLEVE**

Address: **667 FLORIDA ST EXT**

City, State, Zip: **MOBILE, AL 36607-2612**

Repeat Group Number: **103** Item # **7**

Lot Description: **PT OF LOT 34 BLK 2 INGATE PLACE DBK 106 P 86 DESC AS FOLL: BEG AT A PT ON E/L SD LOT 34 100 FT S OF NE COR CONT S 75 FT TH W 169 FT(S) TH N 75 FT TH E 169 FT(S) TO POB #SEC 18 T4S R1W #MP29 08 18 2 002 (29 08 18 2 002 009.XXX) 0 ABRAMS ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,675	$	0.0125	$	158.44
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	478.44

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Jerry
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Repeat Group Number: **103** Item # **8**

Lot Description: **LOT 14 BLK 3 JACKSON & CUMMINGS FLORIDA HGTS SUB DBK 113 N S PG 495 #SEC 23 T4S R1W #MP29 07 23 0 007 (29 07 23 0 007 008.XXX) 126 COLVIN ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,792	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**415.00**

Shelia Deese
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **PURIFOY ROBERT E**

Address: **1821 GILL RD**

City, State, Zip: **MOBILE, AL 36605-3938**

Repeat Group Number: **103** Item # **9**

Lot Description: **LOT 4 DELORES COURT MBK 28 P 45 #SEC 40 T5S R1W #MP32 08 40 0 002 (32 08 40 0 002 006.04X) 1821 GILL RD**

Nuisance Date: 6/24/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	13,559	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheli a Deaver
SECRETARY

Marketta Coyte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **103** Item # **10**

Lot Description: **COMG NW COR LOT 15 BLK 1 INGATE PLACE DBK 106 PG 86 RUN S ALG E/S EAST ST 92 FT TO BEG THEN E RIGHT ANGLE TO EAST ST 150 FT THEN S PAR TO EAST ST 46 FT THEN W RIGHT ANGLE TO EAST ST 150 FT THEN N ALG E/S EAST ST 46 FT TO BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 090.XXX) 220 ABRAMS ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,204	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**545.00**

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **MILLER ANNIE LOUISE**

Address: **14357 WOODLARK LANE**

City, State, Zip: **MORENO VALLEY, CA 92553-4982**

Repeat Group Number: **103** Item # **11**

Lot Description: **BEG AT A PT ON THE E/S OF LOCUST ST 75 FT N OF NE COR OF LOCUST & STATE STS THEN WITH A DEFL ANG OF 86 DEG 10 MIN E RUN 120 FT M/L TO A PT THENCE NW-LY & PAR WITH LOCUST ST 22 FT TO A PT THENCE RUN W-LY TO A PT ON THE E/S OF LOCUST ST WHICH PT IS 100 FT N OF STATE ST THENCE RUN S ALG THE E/S OF LOCUST ST 25 FT TO THE POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 545.01X) 204 LOCUST ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**795.00**

Shelia Dean
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **GAMBLE RUTH A**

Address: **552 S ANN ST**

City, State, Zip: **MOBILE, AL 36604**

Repeat Group Number: **103** Item # **12**

Lot Description: **LOT 2 BLK 9 GLENDALE PARK DBK 61 N S P 316-17 ALSO A STRIP OF GROUND 16 FT M/L IN WIDTH LYING BET THE E/L OF LOT 2 BLK 9 GLENDALE PARK DBK 61 N S P 316-17 & THE PRESENT ROW/L OF ANN ST TH N/L OF SD STRIP BEING E WARD PRJTN OF N/L OF SD LOT 2 & S/L IF SD STRIP BE- ING E WARD PRJTN OF S/L OF SD LOT 2 #SEC 27 T4S R1W #MP29 10 27 2 003 (29 10 27 2 003 074.XXX) 552 S ANN ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,800	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	380.00

Shelia Dean
SECRETARY

Marchetta Daute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **REYNOLDS EDW J & OLIVIA**

Address: **10730 HUNTER CIRCLE WEST**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **103** Item # **13**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON ST**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,247	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	4	$	100.00	$	400.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	736.00

Sheila Dean
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **ROBERTS MILDRED MCALEER**

Address: **119 SCARBOROUGH RD**

City, State, Zip: **CENTERVILLE, GA 31028-1344**

Repeat Group Number: **103** Item # **14**

Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLANDS LN**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,453	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**615.00**

Sheri e Deer
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **103** Item # **15**

Lot Description: **LOT H RESUB LOTS 19-24 BLK 22 BON AIR DBK 156/530 #SEC 02 T5S R3W #MP34 01 02 0 001 (29 10 28 3 003 052.XXX) 718 JOHNSTON AVE**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,032	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**695.00**

Shelica Dean

SECRETARY

Marchetta Tate

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **JOHSON KAREN B & JOHNNIE B**

C/O MELVIN A BRYANT

Address: **6855 GREENWAY DR S**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **103** Item # **16**

Lot Description: **LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 025.XXX) 1707 MARENGO DR**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,594	$	0.0125	$	**144.93**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**434.93**

Shelia Pecw
SECRETARY

Marchetta Scott
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 6, 2026

Lot Owner: **BATES JOE C & CECIL**

Address: **P. O. BOX 875318**

City, State, Zip: **LOS ANGELES, CA 90087-0418**

Repeat Group Number: **103** Item # **19**

Lot Description: **LOT 1 BLK 3 RESUB 1ST UNIT GULF HGTS SUB MBK 5 P 633-6 34 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 126.XXX) 705 PETIT AVE**

Nuisance Date: 6/24/2026

Date lot was cut: 7/30/2026 Contractor: Mr. Jerry Jones

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		16,513	$	0.0125	$	**206.41**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		4	$	3.00	$	**12.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**578.41**

Sheli a Deaver
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 103** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

60- 2026

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

July 2026: Tiffany Monte

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

60- 2026

R E S O L U T I ON

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

June FFOM – Michael Breckenridge (Emp #17971)

July FFOM - Reeves Davis, Jr. (Emp #21304)

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Email address	harringtonm@cityofmobile.gov
Name of Nominee	Michael Breckenridge
Rank of Nominee	Captain
Assignment of Nominee	Truck 24
Date of Incident	Jul 07, 2026
Type of Award being reguested	Employee of the Month
Summary of Incident / Action	With the absence of EB16 captain, Captain Breckenridge has taken over the leadership role at Station 16 on second shift. He makes sure that all runs are completed at the end of the shift for both E16 and T24, he completed everyone's annual service ratings for the entire station, and he has taken over the role of mentor for the new recruits that have been assigned to Station 16 on second shift. I feel that he has went above and beyond his duties for Station 16 and for that, I feel that he deserves to be Firefighter of the month.
Name of Originator	Michael Harrington
Rank of Originator	Chief
Assignment of Originator	District 2
I certify that the fact contained in the summery are both known to me and are a matter of record.	Michael David Harrington

FIREFIGHTER

OF THE MONTH

Michael D. Breckenridge

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service Captain Michael D. Breckenridge as the Firefighter of the Month for June 2026 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

June 2026

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL	BARRY N. GLISSON	SPIRO CHERIOGOTIS
PRESIDENT, MOBILE CITY COUNCIL	FIRE CHIEF	MAYOR, CITY OF MOBILE

Email address	rogersb@cityofmobile.gov
Name of Nominee	Reeves Davis Jr.
Rank of Nominee	Firefighter/Fire Medic
Assignment of Nominee	Engine 14
Date of Incident	Jun 30, 2026
Incident Number	N/A
Meritorious Period (To and From)	07/05/2025 - 06/30/2026
Type of Award being reguested	Employee of the Month
Summary of Incident / Action	FF Davis Jr. has consistently demonstrated a remarkable level of professionalism and commitment to his chosen career as a firefighter. Initially starting as a dispatcher, he experienced a ride-along that ignited his passion for the profession, prompting him to pursue a career as a firefighter. Throughout his probationary period, FF Davis has proactively enrolled in various AFC classes to expand his knowledge and skills. He readily volunteers for any tasks that arise, whether on the fireground or at the station, showcasing a strong work ethic and dedication. His enthusiasm has inspired both his peers and senior personnel to strive for excellence. Additionally, he consistently provides exceptional patient care during emergency responses. For these reasons, among many others that could be elaborated upon, I firmly believe that FF Davis Jr. is deserving of Firefighter of the Month, standing out notably among his classmates.
Name of Originator	Brent Rogers
Rank of Originator	Captain
Assignment of Originator	Engine 14
I certify that the fact contained in the summery are both known to me and are a matter of record.	Brent H. Rogers

FIREFIGHTER

OF THE MONTH

Reeves E. Davis, Jr.

The Mobile Fire-Rescue Department (MFRD) is proud to honor Firefighter Reeves E. Davis, Jr. as the Firefighter of the Month for July 2026 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

July 2026

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL	BARRY N. GLISSON	SPIRO CHERIOGOTIS
PRESIDENT, MOBILE CITY COUNCIL	FIRE CHIEF	MAYOR, CITY OF MOBILE

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wishes to appropriate a* ***total of $14,000.00*** *to the following schools (****$1,500.00 to Eichold-Mertz Magnet School, $1,500.00 to Gilliard Elementary School, $5,000.00 to B.C Rain High School, $1,500.00 to Craighead Elementary School, $1,500.00 to Maryvale Elementary School, $1,500.00 to Pillans Middle School and $1,500.00 to Morningside Elementary School)*** *from District 3 Discretionary Funds (10041020 42080)*; and

WHEREAS, **Eichold-Mertz Magnet School, Gilliard Elementary School, B.C Rain High School, Craighead Elementary School, Maryvale Elementary School, Pillans Middle School, and Morningside Elementary School***,* are public schools in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Eichold-Mertz Magnet School, Gilliard Elementary School, B.C Rain High School, Craighead Elementary School, Maryvale Elementary School, Pillans Middle School, and Morningside Elementary School** *will be used* ***to assist with the upcoming school 2026-2027 year****,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of a* ***total of $14,000.00 to the schools listed above*** *for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to **Toulminville Crichton Community Development Corporation**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Toulminville Crichton Community Development Corporation**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Toulminville Crichton Community Development Corporation*** will be used to *assist with the Pre-Labor Day Explosion aimed at celebrating the Crichton Heritage on September 5, 2026, at Mills Park.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Toulminville Crichton Community Development Corporation**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$500.00** to **Rebounds & Resources**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Rebounds & Resources**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Rebounds & Resources**,* will be used to *assist with Rebounds & Resources Ville Life "6th Man Scholarship.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$500.00** to **Rebounds & Resources**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Small

WHEREAS, *Councilmember Small wishes to appropriate **$1,255.12** to **Lankford Enterprises**,* from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Lankford Enterprises**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Lankford Enterprises**,* will be used to *assist with the District 3 Back-to-School Celebration.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,255.12** to **Lankford Enterprises**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $86,764.70 be transferred from project SDT08 (20002000.94070) to grant project G-STPM4925 (50015001.93030) These funds will be reallocated for grant match for FY 26 RTOP (Regional Traffic Operations Project) for citywide traffic signal improvements.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Traffic Engineering DEPT. 2060

DATE OF REQUEST: July 29, 2026

JOINT BUDGET TRANSFER: ☒ (from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer $ 86,764.70

FROM CAPITAL PROJECT#: SDT08

CAPITAL PROJECT NAME: CIP Signal Detection Citywide

DEPT. PROJECT#:

TO GRANT FUND PROJECT#: G STPM4925

PROJECT NAME: Traffic Signal Improvements FY25 27.

ACCT PROJECT STRING#: G STPM4925.MATCHINGGR

Jennifer White

Employee signature

Jennifer White

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
This is a sub-agreement to the NASPO ValuePoint Wireless Communication Services and Equipment Master Agreement #MA149 with AT&T Corp., of which the State of Alabama is a participating member. Under this agreement, the City will adopt the FirstNet rate plans. This agreement between AT&T Corp. and the City will provide wireless voice and data services and equipment for a three-year term.

Amount of Contract:
Billed by department. The data rate for tablets and laptops is **reduced from $27.99 to $20.00 per month.**

Funding Source
10049000.46010

ATTACHMENTS:
1. Resolution
2. Cover Letter
3. Legal Dept Contract Review Cover Sheet
4. Sub-Agreement
5. NASPO MA149 ATT Alabama
6. COI

REVIEWERS:
Scott Kearney
Scott Kearney
Donna Bryars

Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby, authorize consent and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and AT&T Enterprises, LLC., for three years, for wireless cellular services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted:

_____

City Clerk

August 6, 2026

Re: AT&T FirstNet Cellular Service

I am requesting approval for the City to utilize a sub-agreement to the NASPO ValuePoint Wireless Communication Services and Equipment Master Agreement #MA149 with AT&T Corp., of which the State of Alabama is a participating member. Under this agreement, the City will adopt the FirstNet rate plans.

This agreement between AT&T Enterprises, LLC. and the City will provide wireless voice and data services and equipment for a three-year term. The data rate for tablets and laptops is **reduced from $27.99 to $20.00 per month,** and a cost-savings feature will be available that reduces data rates for underutilization per device.

Scott Kearney

Chief Technology Officer

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 2]

To: Scott Kearney / IT
Requester / Department

From: City of Mobile Legal Department
Date: 07/09/2026
CityLaw ID: _____
Project / Contract Title: Sub Agreement to NASPO valuepoint services and equipment Master Agreement
Vendor / Consultant: AT&T

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Other (specify): _____
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

☐ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Other (specify): _____
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

_____

_____

V. LEGAL DEPARTMENT SIGN-OFF

VS _____ 07/09/26 _____
Reviewed By **Date**

Location ID 40869951092
Master Agreement ID 8805502

PCS ID:20260727-072

SUB-PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149

PURCHASING ENTITY: CITY OF MOBILE

This Sub-Participating Addendum (the "Sub-PA") is made this day of July, 2026 (the "Sub-PA Effective Date"), between City of Mobile ("Participating Entity"), and AT&T Enterprises, LLC. ("Contractor" or "AT&T") ((Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 AT&T and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019 (as now or hereafter amended, restated or otherwise modified, the "Contract" or "Master Agreement").

1.2 Pursuant to a Participating Addendum by and between Contractor and the State of Alabama dated September 1, 2020 (the "PA"), Participating Entity is authorized to purchase Service, Equipment and related products from Contractor under the terms of the Contract and the PA.

1.3 As authorized by the Contract, and in addition to the standard Service, Equipment and related products available through the PA, Participating Entity wants to receive certain unique offers under the PA that will apply only to Participating Entity.

1.4 Contractor is willing to provide Participating Entity with such unique offers subject to the terms and conditions of the Sub-PA.

1.5 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the Sub-PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Purchasing Entity and Contractor hereby agree to the terms and conditions of the Sub-PA (the Contract and the PA, and the Sub-PA, together with all valid Purchase Orders submitted to Contractor by Purchasing Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Sub-PA have the meanings ascribed to them in the Master Agreement and/or the PA.

Section 3. Authorized Purchasing Entities. Participating Entity is the only authorized Participating Entity under the Agreement

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the Sub-PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Name: Scott Kearney
Title: Chief Technology Officer
Address:651 Church Street
Mobile, AL 36602
Telephone: 251-208-7942
E-Mail: kearney@cityofmobile.gov

Name: Brett Whitelaw
Title: State Contract Analyst
Address: 4315 S. 2700 W FL 3
Taylorsville, UT 84129-2128
Telephone: 801-957-7149
E-Mail: bwhitelaw@utah.gov

Contractor Account Team:

Name: Daryl Wise
Title: Client Solutions Executive 3
Address: 4631 Shannon Circle
Pensacola, FL 32504
Telephone: 850-501-0474
E-Mail: dw224a@att.com

Contractor Main:

Name: Donnie Powell
Title: Program Manager
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-208-2353
E-Mail: NASPOContract@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Purchasing Entity, as applicable, to execute the Sub-PA on behalf of the respective Party, and that the Contractor and Purchasing Entity agree to be bound by the provisions hereof. In addition, Purchasing Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Contract.

Section 7. Additional Terms and Conditions.

7.1 Application of PA. The Parties acknowledge and agree that the terms and conditions of the PA are binding upon them.

7.2 Amendments to PA. The Parties acknowledge and agree that (a) Purchasing Entity has no right or authority to amend the PA and/or the Contract; (b) any valid amendments or modifications to the PA and/or the Contract are automatically binding upon Purchasing Entity; (c) in the event any such valid amendment or modification to the PA materially and adversely impacts Purchasing Entity, then Purchasing Entity may terminate the Sub-PA.

Section 8. FirstNet Rate Plans.
Contractor will provide Participating Entity the custom offers described in this §8 (collectively, the "Custom Offers"). All Custom Offers are available for the term of the Sub-PA. Notwithstanding any order of precedence provisions in the Agreement to the contrary, to the extent of any conflict between the terms and conditions of this §8 and the FirstNet Service Guide, any other applicable Service Guides, and applicable Sales Information, this §8 will control.

8.1 FirstNet Custom Rate Plans. Contractor will provide Participating Entity the ability to purchase the FirstNet Custom Rate Plans described herein (the "FirstNet Custom Rate Plans"). FirstNet Custom Rate Plans are available for the term of the Sub-PA. Except as modified below, the FirstNet Custom Rate Plans are subject to the FirstNet Standard Plan's terms and conditions. The FirstNet Standard Plans and the FirstNet Custom Rate Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Agency Paid Users, except as set forth in this §8

TABLE 8.1

FIRSTNET CUSTOM RATE PLAN PRICING

FirstNet Rate Plan Name*	List Price	Net Price
FirstNet Mobile Special Unlimited Standard A**	$39.99	$29.99
FirstNet Mobile Special Unlimited Enhanced A**	$44.99	$30.99
FirstNet Mobile Special Unlimited Enhanced Core A***	$45.00	$20.00
FirstNet Mobile Special Unlimited Standard Core Feature Phone Plan (w/o Tether)	$15.00	$15.00
FirstNet Mobile Special Unlimited Enhanced A – Tablets**	$40.00	$20.00
FirstNet Mobile Special Unlimited Enhanced A – MiFi Devices**	$45.00	$30.00
FirstNet Wireless Broadband Laptop Plan up to 5mbps	$25.00	$20.00
*Except as modified, the FirstNet Rate Plans are subject to the terms and conditions set forth in the applicable Sales Information. ** Pricing requires a 3 Year (36 month) Service Term *** Pricing is only available for new lines only and BYOD devices		

Section 9. **Order of Precedence.** Notwithstanding the Order of Precedence set forth in the Contract, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the Sub-PA; (b) the PA; (c) the Contract; and (d) any valid Order issued in connection therewith.

Section 10. **Entire Agreement.** The Contract, the PA and this Sub-PA set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations, or agreements, whether oral or written, with respect thereto.

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void.

IN WITNESS WHEREOF, the Parties have executed the Sub-PA as of the Sub-PA Effective Date.

AT&T ENTERPRISES, LLC.

By: e-Signed Marianna Armstrong
, duly authorized

Name: _____

Title: Cntractor CS, as signer for AT&T

Date: 27 July 2026

MP7151

CITY OF MOBILE

By: _____
, duly authorized

Name: Spiro N. Cheriogotis

Title: Mayor

Date: _____

PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149

PARTICIPATING ENTITY: STATE OF ALABAMA

This Participating Addendum (the "PA") is made this 31st day of August, 2020 (the "PA Effective Date"), between the State of Alabama ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates the State of Alabama as authorized Purchasing Entities under the Agreement. The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Section 4. Purchase Orders. Participating Entity must issue purchase orders hereunder that reference both Master Agreement #MA149 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any Purchase Order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Custom Plans.

5.1 **Custom FirstNet Mobile Plans – Agency Paid.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §5 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §5.1 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §5.1 and the applicable Sales Information, this §5.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge (at times, "MSC") will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 5.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$15.99 MSC	$26.50 MSC	$39.00 MSC	$225.00 MSC	$408.00 MSC	$1,915.00 MSC	$3,680.00 MSC
For use with a subsidized device	$35.99 MSC	$46.50 MSC	$59.00 MSC	$245.00 MSC	$428.00 MSC	$1,935.00 MSC	$3,700.00 MSC

TABLE 5.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES

Add-a-Line for use with an unsubsidized device	$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	$22.99 Monthly Service Charge

TABLE 5.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$12.00 MSC	$21.00 MSC	$34.00 MSC	$220.00 MSC	$405.00 MSC	$1,910.00 MSC	$3,675.00 MSC
For use with a subsidized device	$22.00 MSC	$31.00 MSC	$44.00 MSC	$230.00 MSC	$415.00 MSC	$1,920.00 MSC	$3,685.00 MSC

TABLE 5.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	$44.99	$39.99	$37.99

5.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §5.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §5.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 5.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	$26.50	$39.00	$10.99	$21.00	$34.00

TABLE 5.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	$39.99	$44.99	$37.99

5.3 Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

Table 5.3
Custom Equipment Offer

CUSTOM EQUIPMENT	EQUIPMENT PRICE*	CONDITIONS
iPhone 7 32 GB iPhone 6s 32 GB Galaxy S7 32 GB Duraforce XD (6790) 16GB	$0.99	Must be activated with a FirstNet Smartphone Plan with an MSC of $39.00 or higher
DURA XE(E4710) 8 GB	$0.99	Must be activated with a FirstNet Voice Plan with an MSC of $22.00 or higher
Velocity 2 AT&T Velocity USB Stick	$0.99	Must be activated with a FirstNet Data Only Plan with an MSC of $22.00 or higher
Galaxy S8 64 GB	$99.99	Must be activated with a FirstNet Smartphone Plan with an MSC of $39.00 or higher

*Applicable Taxes will be charged

Section 6. Primary Contacts.

Participating Entity:

Name: Brittany Peterson
Title: Buyer
Address: 100 N Union Ste 192
Montgomery, AL 36130
Telephone: 334 242 4667
Fax Number: N/A
E-Mail: Brittany.peterson@purchasing.alabama.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Joshua Yeager
Title: Client Solutions Exec
Address: 38 Washington Ave 3rd Floor
Montgomery, AL 36104
Telephone: 334 652 4258
Fax Number: N/A
E-Mail: jy014k@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

Section 7. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 8. Miscellaneous.

8.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 9. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 10. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 11. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

By: Marcellus Brooks Digitally signed by Marcellus Brooks:A0109B30000016AD57E75620000066A Date: 2020.08.31 10:40:35 -04'00'
, duly authorized

Name: Marcellus Brooks

Title: Director Customer Contracts

Date: August 31, 2020

STATE OF ALABAMA

By: Michael A. Jones
, duly authorized

Name: Michael A. Jones

Title: State Purchasing Director

Date: 9/1/2020

Exhibit A
State of Alabama Special Terms and Conditions

Choice of Law, Venue:
This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

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.

Open Trade/No Boycott:
For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:
In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

Conflict of Law:
If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:
Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Assignment:
Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:
The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Contractor Subscription:
Contract Contractors must maintain a Vendor Self Service (VSS) profile and be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at https://procurement.staars.alabama.gov or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Disclosure Statement:
Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Administrative fee:
Awarded bidder(s) are to pay the State an administrative fee for all CRU sales paid under this contract. This fee will be 1.0% (0.01) of all CRUs' Total Wireless Spend. The fee is to be remitted within forty-five (45) days of the end of each quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter on or before the forty-fifth (45TH) day following the end of the quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 15th
June 30th	August 15th	August 15th
September 30th	November 15th	November 15th
December 31st	February 15th	February 15th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Electronic Payments:
Contractors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

State Purchasing Vendor Expo:
Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2021). Participation is optional for the remainder of the contract term.

Ordering process:
Purchases for state agencies will be made by delivery orders (DO) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the Contractor. Agencies must submit a new DO every time new equipment or accessories are needed. Modifications will not be accepted for new equipment or accessories. Modifications will be allowed for service only.

A signed Delivery Order (DO), which includes the State of Alabama MA number (TBD) and the Participating Addendum (PA) is the only document that will be submitted to the Contractor for service and/or equipment orders. Contractor will not require entities purchasing under this contract to sign any additional documents in order to receive service and/or equipment available under this addendum.

Restricted Items:
Netbooks, Tablets, iPads, and related equipment cannot be purchased from this contract; however, agencies must utilize this contract to get service for these devices. Contract users cannot purchase push-to-talk (PTT) devices and services from this contract per the Code of Alabama (41-16-27- as amended 2014-343).
AT&T will comply with the Code of Alabama (41-16-27, as amended.

Quotes:
Quotes must have list and discount price. Quotes must be dated. If quotes do not have an expiration date it will be assumed that the quote expires 30 days after the date of the quote.

Taxes:
The State of Alabama does not pay Federal, State or Local Excise Tax, E-911 tax, state or local sales tax. The State is required to pay the Alabama Mobile Telecommunications Services tax, which is currently 6%.

Requested information:
Any additional information requested from a Contractor must be furnished within five (5) days from receipt of request.

Slater, William

From: BRANCHBIR@MSCDIRECT.COM on behalf of MSC Industrial Direct <BRANCHBIR@MSCDIRECT.COM>
Sent: Wednesday, August 26, 2020 3:44 PM
To: Slater, William
Subject: Your MSC Quote - Cust Ref #WILLIAM

MSC

QUOTE

MA 999 190000000305

Order Online ▸

Quote # 23917131

Customer Reference #	**WILLIAM**
Quoted by:	686 STACI HILL*X426193
Phone:	800-645-7270
Expiration Date:	09/24/2020
Number of lines:	3
Quote total:	$328.85

Customer Info

Contact:	**WILLIAM SLATER**
Phone:	**334-409-6844**

Bill To:
ALABAMA DEPT OF HUMAN RESOURC.
2773 GUNTER PARK DR W
MONTGOMERY, AL 36109

Ship To: **07437166**
ALABAMA DEPT OF HUMAN RESOURC.
2773 GUNTER PARK DR W
MONTGOMERY, AL 36109

Notes
Merchandise$....: 328.85
Tax$.....:
Freight.....:
Order Total.....: 328.85
1-2 days for most items
Janitorial cart 5 days from Reno Nv into Al

Line	Item#	Big Book® Page #	Qty.	Unit Price	Discount	Disc. Unit Price	Disc. Ext.Price
1	37635596	none	1	$269.64	0.0%	$269.64	$269.64
	Description: 44-1/2X18-1/4X38" BLK JANITOR CART						48566
2	62879069	3016	1	$41.22	20.0%	$32.98	$32.98
	Description: 10" NYLON BRISTLE WASH BRUSH						
3	35863976	none	1	$32.79	20.0%	$26.23	$26.23
	Description: 1GAL BTL VEHICLE WASH						

Total Quote Value: $328.85

Thank you for allowing us the opportunity to quote your requirements.
Quoted price will only be reflected on web in the shopping options section under quotes.

If you have any questions or concerns, please contact our Customer Service Representatives toll-free at 1-800-645-7270 or email us at customercare@mscdirect.com.
Customer Service hours are Monday through Friday 7am-11pm ET and Saturday 8am-5pm ET.

To search, order or learn more about MSC, log on to www.mscdirect.com.

Hodge, Jacqueline

From: BRANCHMAD@MSCDIRECT.COM on behalf of MSC Industrial Direct <BRANCHMAD@MSCDIRECT.COM>
Sent: Wednesday, August 26, 2020 4:04 PM
To: Hodge, Jacqueline
Subject: Your MSC Quote - Cust Ref #23917303

MSC Industrial Supply Co.

MA 999 190000000305

*** Q U O T E ***

MADISON - EXPRESS BRANCH
114 CELTIC ROAD
MADISON, AL, 35758

Quote Number: 23917303
Date: 08/26/2020

BILL TO:
ALDOT
TUSCUMBIA, AL 35674

SHIP TO:
ALDOT
295 HIGHWAY 20
TUSCUMBIA, AL 35674

Contact Name: JACQUELINE GULLEY
Ship-To Number: 03454591
Contact: 256-389-1460

Quoted by: 468 JOHN POTTS*#9451 MAD
Location: MAD
Phone #: 256-772-0601

Effective From: 08/26/2020
Effective To: 09/24/2020
Quote Type: Regular Quote

Line	Item #	Big Book® Page #	Qty. Quoted	Unit Price	Disc %	Disc. Unit Price	Ext. Price
1	09246117	2986	20	$211.38	30.0%	$147.97	$2,959.40

Description: 15X18"50LB GEN PRP WHT INDUSTRIAL CLOTH RAG

Total Quote Value: $2,959.40

Customer Reference Number:

1

4. All items will be manufactured to our vendors' standard dimensions and tolerances, unless otherwise specified.
5. Our vendors reserve the right to overship or undership by 10% or one piece. An additional charge may be imposed for quotes requesting exact quantities (no over or under) shipments.
6. We reserve the right to pass on any surcharges or impose purchase restrictions or limits at any time.
7. Unless otherwise stated, Special Order Items are deemed non-returnable, except when there is a manufacturing fault.
8. Unless otherwise stated, this quote is valid for 30 days from the date of the quote. Notwithstanding anything to the contrary, prices are subject to adjustment upward at any time should economic factors beyond our reasonable control, such as currency fluctuations or governmental actions including levying of tariffs, necessitate such action. MSC will notify you of any such increases to the quoted price upon receipt and confirmation of your order.
9. This purchase is governed exclusively by MSC's Terms and Conditions that can be viewed in MSC's current catalog and at www.mscdirect.com/customer-service/terms. MSC's acceptance of your order is predicated on your assent to MSC's Terms and Conditions, unless you have entered into a separate product purchase agreement with MSC that continues to be in effect on the date of your order. Such agreement, depending upon its terms, may supersede MSC's Terms and Conditions.
10. This quote may contain products MSC specially sourced for use during the COVID 19 pandemic. These products are sold to all customers at the same price, and no discounts are offered to any customer. For customers whose contracts specify that pricing is to be at a discount off MSC's list price for items similar to these products, no discount is available for these specially-priced products. Pricing can only be provided at the time of order and may change for future orders. If you are not satisfied with the price MSC is charging for these products, please do not purchase these products. Freight will be charged for these special items. MSC will either prepay the freight and add a charge to the invoice or ship via your preferred carrier, collect. Please advise us at time of order if you have a preference. To comply with law, MSC may prioritize orders of these products from different customers.

Quote Number: 23917303

MSC stock

1-2 days to ship complete

Click or copy the link here to easily manage your quotes online.
Quoted price will only be reflected on web in the shopping options section under quotes.
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.mscdirect.com_webapp_wcs_stores_servlet_QuoteDetailsView-3FlegacyRfqId-3D23917303&d=DwICAg&c=lSeynXUFlYj-tdeX6gNnztbCom1Kz3WIsk-7BcsdgdY&r=x14XYtHacBstJ_7cuY5liuBGVppxfH1Bu0ogrnDs_h8&m=W4zJUwSmvChxuGwLk5K8oXyilV-vH3YNCZ4Jxq_LMtg&s=uYOpxSB_Si75-8OjyA7VKFBER9ZGj2-XZIw765EA-ds&e=

Thank you for allowing us the opportunity to quote your requirements.
Please refer to the above quote number when placing your order.

If you have any questions or concerns, please contact your local MSC Team toll-free at 256-772-0601 or email us at BRANCHMAD@MSCDIRECT.COM.
Team hours are Monday through Friday 8am-5pm.
To search, order or learn more about MSC, log on @ https://urldefense.proofpoint.com/v2/url?u=http-3A__www.mscdirect.com&d=DwICAg&c=lSeynXUFlYj-tdeX6gNnztbCom1Kz3WIsk-7BcsdgdY&r=x14XYtHacBstJ_7cuY5liuBGVppxfH1Bu0ogrnDs_h8&m=W4zJUwSmvChxuGwLk5K8oXyilV-vH3YNCZ4Jxq_LMtg&s=C7qJK9PvXLPIDS9mlQZEOrYSntth-0i1hFXflOH9RHk&e= .

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****** MASKS, THERMOMETERS, & MORE IN STOCK & READY TO SHIP
****** https://urldefense.proofpoint.com/v2/url?u=https-3A__www.mscdirect.com_products_ppe-2Dsanitizers&d=DwICAg&c=lSeynXUFlYj-tdeX6gNnztbCom1Kz3WIsk-7BcsdgdY&r=x14XYtHacBstJ_7cuY5liuBGVppxfH1Bu0ogrnDs_h8&m=W4zJUwSmvChxuGwLk5K8oXyilV-vH3YNCZ4Jxq_LMtg&s=kdK5eDPh0g-dSw0dJPs0kA8Iss5NGVSOK4o52Ey3hV4&e=
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MSC TERMS AND CONDITIONS

1. Unless otherwise stated in comments, or in your account profile or contract, prices quoted are FOB SHIPPING POINT.
2. Freight charges will be prepaid and added to your invoice. Carriers may impose surcharges, which may vary by carrier and may change at the carrier's discretion. MSC will pass on these surcharges.
3. Standard payment terms are NET 30 DAYS from the date of the invoice.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2026

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
MARSH USA, LLC.
800 Market Street, Suite 1800
St. Louis, MO 63101

CN103150778-GAW-CRT-26-27 N dw224a

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: Att.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AT&T Mobility, LLC
One AT&T Plaza
308 South Akard Street, Floor 19
Dallas, TX 75202

COVERAGES **CERTIFICATE NUMBER:** CHI-011237028-01 **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**			MWZY 313636 26	06/01/2026	06/01/2027	EACH OCCURRENCE	$ 5,000,000
A	CLAIMS-MADE X OCCUR			MWZX 319242 26	06/01/2026	06/01/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Mobile
Attn: Scott Kearney
651 Church Street
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

Marsh USA LLC

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Lance Slater, Chief Resilience Officer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Revise rate agreement with Alabama Power Company for Mobile Museum of Art

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 16 CTD Rider
2. 2026 Resolution
3. Mobile Museum of Art
4. 10.1 Mobile Art Museum - Rate Analysis

REVIEWERS:
Nya Kennedy
Logan Gewin
Cherlina Monteiro
James Barber

RATE RIDER CTD
CONTRACT TERM DISCOUNT

Alabama Power

By order of the Alabama Public Service Commission dated November 4, 2003 in Informal Docket # 4553.

PAGE	EFFECTIVE DATE	REVISION
1 of 2	October, 2011 Billings	Third

AVAILABILITY

Available in all areas served from the interconnected system of the Company.

APPLICABILITY

Applicable as a rate rider to those Consumers whose contract capacity is no less than one thousand (1,000) kW and to those Consumers with multiple accounts that, in the aggregate, are no less than one thousand (1,000) kW and whose contract capacity for each account is no less than one hundred (100) KW, and are serviced under Rates BTA, BTAL, XFOOD-M, FMTU, XGROC-M, XHCARE-L, XHCARE-M, XLODGE-L, XLODGE-M, LPL, LPLE, LPLM, LPM, LPME, LPSE, XLPTL, XLPTM, XLPTS, MTU, PMTU, PTU, XRETL-L, XRETL-M, RTP, SCGTU, SCH, or TXTU.

STANDARD RATE DISCOUNT

For Consumers executing an Agreement for Electric Service that may be terminated only following five (5) years' written notice to the Company, the Consumer shall receive a base rate (excluding adjustments under Rate ECR, adjustments under Rate T and the Utility Gross Receipts Tax) discount as follows:

(1) For such contracts under Rates LPM, LPSE and LPME the discount shall be as follows:
Years 1 through 3, six percent (6%);
Year 4, eight percent (8%);
Year 5 and thereafter, ten percent (10%).

(2) For such contracts under Rates BTAL, LPL, LPLE, XLPTL, and RTP, the discount shall be as follows:
Years 1 through 3, three percent (3%);
Year 4, four percent (4%);
Year 5 and thereafter, five percent (5%).

No discount shall be applied for contracts under Rates BTA, XFOOD-M, FMTU, XGROC-M, XHCARE-L, XHCARE-M, XLODGE-L, XLODGE-M, LPLM, XLPTM, XLPTS, MTU, PMTU, PTU, XRETL-L, XRETL-M, SCGTU, SCH, and TXTU.

TERMINATION OF AGREEMENT FOR ELECTRIC SERVICE

The discounts described in the preceding section are provided in recognition of the Consumer's commitment to the five (5) year rolling term, which will enhance the Company's ability to match its plan for new generation to the needs of its customers.

RATE RIDER CTD
CONTRACT TERM DISCOUNT

Alabama Power

By order of the Alabama Public Service Commission dated November 4, 2003 in Informal Docket # 4553.

PAGE	EFFECTIVE DATE	REVISION
2 of 2	**October, 2011 Billings**	**Third**

The manner and consequence of termination of the Agreement for Electric Service shall be as follows:

(1) If the Consumer complies with the five (5) year notice requirement for termination and continues to take and pay for service for such five (5) year term, the applicable discount for the remaining term of the Agreement will remain fixed at the percentage in effect upon receipt of notice of cancellation.

(2) If the Consumer chooses to terminate the Agreement for Electric Service on less than five (5) years' notice, it may do so by: (i) giving at least one (1) year's written notice to the Company; and (ii) paying an amount equal to the monthly charge for billing capacity specified in the applicable rate (except for Rates XLPTL and RTP, which shall be equal to the monthly charge in Rate LPL) times the Consumer's contracted capacity for the remaining months at the time of notice of cancellation of the five (5) year rolling notice period together with recognition of the applicable discount in effect upon receipt of notice of cancellation. The payment described in (ii) above is due on or before the specified date of termination.

(3) If the Consumer breaches the Agreement for Electric Service, it shall pay as liquidated damages, the amount set forth in item (2)(ii) above without recognition of the applicable discount, plus any attorneys' fees and court costs incurred by the Company and any outstanding billings due for service rendered.

2026

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the five (5) year *Alabama Power Company Electric Power Services Agreement* for 4850 Museum Drive, Mobile AL 36608 together with *Rate Rider CTD, and Electric Rate Review,* thereto which the Agreement, *Rate Rider CTD, and Electric Rate Review* are attached hereto and incorporated herein by reference as if set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into as of the Effective Date between **ALABAMA POWER COMPANY** ("Company") and **CITY OF MOBILE** ("Customer"). Company and Customer may be referred to individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. Rules, Regulations and Rates. Alabama state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Alabama Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Contract as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by Company upon Customer's request and are available for viewing on Company's website http://www.alabamapower.com.

3. Term. The term of this Contract shall be five (5) years from Electric Service Commencement, as specified in Paragraph 4.j. The Contract shall continue in effect thereafter until terminated by either Party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service to Premises.

The characteristics of the service to be furnished under this Contract are as follows:

a.	Premises Location:	4850 Museum Dr., Mobile, AL 36608
b.	Frequency:	Approximately Sixty (60) Hertz
c.	Voltage and Phase:	12,470 Volts, Three Phase
d.	Delivery Point:	The point of connection between Company's 12,470 volt, three phase metering point and Customer's 12,470 volt conductors located on Company's overhead pole at Customer's Museum of Art located at 4850 Museum Dr., in the City of Mobile, Mobile County, Alabama.
e.	SIC:	9199
f.	NAICS:	921190
g.	Rate Schedule:	BTAL
h.	Service Level:	Primary
i.	Rate Rider:	CTD (See Paragraph 12)
j.	Electric Service Commencement:	Next meter read after the Effective Date of this Contract.
k.	Contract Capacity:	720 kVA

5. Payment. Customer will pay monthly charges calculated in accordance with the applicable rules, regulations, rate schedules, and this Contract. Customer shall remain responsible for all such monthly charges, including but not limited to charges under the Minimum Bill provisions of the applicable rate schedule, throughout the duration of this Contract, and without regard to any changes in the character of Customer's electric service requirements. In the event Customer defaults on a payment obligation under this Contract and fails to cure within 30 days' notice from Company (or otherwise does not provide a cure plan satisfactory to Company in its reasonable judgment), Customer shall be in material breach of this Contract. At such time, all monthly charges for the remaining term shall be accelerated and due immediately, and Customer shall be liable for the payment in full of all costs and expenses, including, but not limited to attorneys' fees, incurred by Company in the enforcement of this Paragraph 5 and the collection of any amounts from Customer hereunder.

6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.

9. Remedies. In the event of a non-payment related default by either Party, the non-defaulting Party may pursue any and all judicial and administrative remedies and relief available.

10. Non-waiver. The Parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

11. Confidentiality. Any Confidential Information disclosed by one Party to the other shall not be provided to any third party without the prior written consent of the disclosing Party for a period ending three (3) years following termination of this Contract or any successor agreement between the Parties. "Confidential Information" includes the terms, conditions and pricing in this Contract and as may be reflected on monthly billings to Customer, written information that is clearly marked "Confidential", and oral information, identified in writing within fifteen (15) days of disclosure, by the disclosing Party as being Confidential Information. This nondisclosure obligation does not apply to information which: (a) was already possessed by the third party prior to the date hereof with no obligation of secrecy with respect thereto; (b) is independently developed by the receiving Party; (c) is or becomes generally available to the public other than as a result of the breach of this Contract; (d) is required to be disclosed by operation of law or by a court or regulatory agency having jurisdiction over the subject matter hereof; or (e) in the case of oral information, is disclosed prior to receipt of notice that the information is confidential.

12. Rate Rider CTD. Customer has requested Rate Rider CTD be made a part of this Contract. The notice of termination provisions of Rate Rider CTD supersede those set forth in the rate schedule under which Customer receives service, as identified in Paragraph 4.

In recognition of Customer's ongoing receipt of service from the Company, the applicable standard rate discount for Year 1 of this Contract is five (5) percent corresponding to Year 5 of the Rate Rider CTD discount schedule.

13. Nondiscrimination. Each Party agrees to afford equal employment opportunity to all of its applicants and employees, regardless of their race, color, national origin, sex, age, religion, marital status, sexual orientation, gender identity and gender expression, protected veteran status, disability or other basis protected by law. If applicable, each Party will abide by the requirements of 41 C.F.R. §§ 60–1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

14. Miscellaneous. A waiver of one or more defaults by either Party shall not be deemed a waiver of any other or subsequent default by such Party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in Paragraph 4 herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the Parties. No modification of this Contract, except as provided in Paragraph 2 above, shall be binding unless it is in writing and accepted by the Parties. This Contract shall be governed by the laws of the State of Alabama.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

CITY OF MOBILE

By: _____

Print Name: Spiro N. Cheriogotis

Title: Mayor

Date: _____

ATTEST:

_____
City Clerk

ALABAMA POWER COMPANY

By: H Rudd Schultz

Print Name: H Rudd Schultz

Title: Division Marketing Manager

Date: _____
(Effective Date)

Electric Rate Review (Annual Usage Rebilled at Today's Pricing)

City of Mobile - Art Museum
4850 Museum Dr.
Bill Acct # 04236-63101

Current/Base Rate: XLPTL-Primary
Rate Rider(s):, CTD5

Contract Capacity: 850

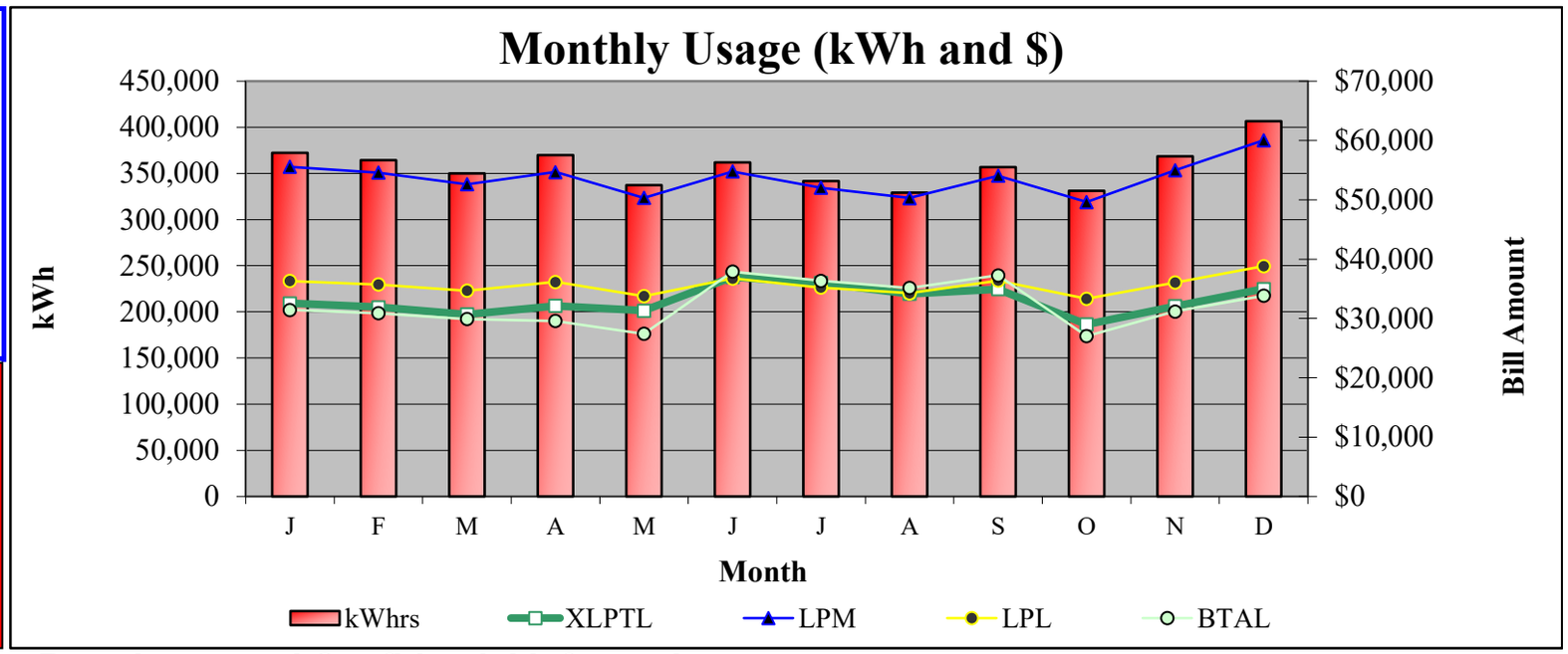
Year 2025 Rates

Current Rate, XLPTL-Primary, and Billing History (Total Billing, Taxes Included)								Rate Scenarios		
Bill Month	Billing Days	KWH Usage	Bill Demand (kW)	Power Factor	Bill Amount	Average ¢/kWh	Load Factor (per bill dmd)	Scenario 1 BTAL	Scenario 2 LPL	Scenario 3 LPM
Jan	31	372,304	707	98.0%	$32,552	8.744	70.8%	$31,437	$36,321	$55,543
Feb	28	364,331	718	97.0%	$31,895	8.754	75.5%	$30,878	$35,740	$54,573
Mar	31	350,020	711	98.0%	$30,677	8.764	66.2%	$29,874	$34,697	$52,608
Apr	30	369,887	642	98.0%	$32,127	8.686	80.0%	$29,550	$36,145	$54,678
May	31	337,259	638	97.0%	$31,298	9.280	71.1%	$27,414	$33,767	$50,299
Jun	30	361,892	638	95.0%	$36,982	10.219	78.8%	$37,887	$36,744	$54,762
Jul	31	341,749	638	94.0%	$35,985	10.530	72.0%	$36,348	$35,210	$52,013
Aug	31	329,162	638	95.0%	$34,155	10.376	69.3%	$35,116	$34,252	$50,295
Sep	30	356,792	638	95.0%	$34,943	9.794	77.7%	$37,262	$36,356	$54,066
Oct	31	331,176	655	97.0%	$28,982	8.751	68.0%	$27,015	$33,324	$49,630
Nov	30	368,511	698	97.0%	$32,050	8.697	73.3%	$31,171	$36,044	$54,963
Dec	31	406,592	698	98.0%	$34,962	8.599	78.3%	$33,842	$38,820	$60,035
Totals & Peak	365	4,289,675		98.0%	$396,607		80.0%	$387,794	$427,417	$643,464
Average	30.4	357,473	668	96.6%	$33,051	9.246	68.2%	$32,316	$35,618	$53,622
	Sum On-Peak	Sum Inter	Sum Off-Peak	Win On-Peak	Win Off-Peak			Savings -->	$8,812	($30,811)	($246,858)
Avg % kWh/Mo	16.2%	14.6%	67.1%	39.8%	59.2%			% Savings -->	2.22%	(7.77%)	(62.24%)
Avg % kWh/Mo	24.2%		75.9%	16.0%	84.0%	(BT Rates)		Avg¢/kWh -->	9.040179649	9.963864862	15.00030493

NOTES: Estimate based on previous 12 months usage.

This analysis is for comparison purpose only. Actual savings may vary significantly depending on future usage patterns.

Also be advised that Alabama Power Company Rates and Regulations state that once a rate change has been made, this rate may not be changed for one year.



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc, for replacement lift-arm vertical mast assembly for 2022 New Way side-load garbage truck.

Amount of Contract:
$29,281.98

Funding Source
General fund

ATTACHMENTS:
1. 20260810 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 Aug 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 replacement lift-arm vertical mast assembly for 2022 New Way side-load garbage truck.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,281.98

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; sole source for OEM New Way parts

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
16400	2026	(2050) FLEET MANAGEMENT-GARAGE	REPLACEMENT LIFT-ARM VERTICAL MAST ASSEMBLY FOR 2022 NEW WAY SIDE-LOAD GARBAGE TRUCK (PRICE BELOW BID REQUIREMENT; SOLE SOURCE FOR OEM NEW WAY PARTS)	$29,281.98	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00016400-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26012877
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE ATTN: SEAN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.gov
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	CHARLES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes NGPO#:PR-10990			
001	02594-VERTICAL MAST ASSY - 132265	1.00 EACH	28778.49000	28778.49
	1 1000.40.20.2070.2050.2070.0000.0000.45050.			28778.49
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
	Deliver To			
002	11262-SERV. ASSY, PROX SWITCH KIT - 138692	1.00 EACH	468.49000	468.49
	1 1000.40.20.2070.2050.2070.0000.0000.45050.			468.49
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
	Deliver To			
003	00036-FREIGHT	1.00	35.00000	35.00

Bill To	Requisition 00016400-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26012877
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE ATTN: SEAN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.gov
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	CHARLES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	1000.40.20.2070.2050.2070.0000.0000.45050.			35.00

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

Requisition Link

Requisition Total 29281.98

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45050.	29281.98	
FLEET MANAGEMENT EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	08/04/26	MATTHEW ANDERSON	
Approved	08/04/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/04/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/07/26	DONALD ROSE	Auto approved by: 910519540
Approved	08/07/26	SANDRA LEWIS	Auto approved by: 910519540
Approved	08/07/26	STEVEN KRONINGER	
Approved	08/07/26	MARYLYN BUSCHELL	Auto approved by: 910519540
Approved	08/07/26	JAMES NEESE	Auto approved by: 910519540
Approved	08/07/26	PATRICIA KENNEDY-JONES	Auto approved by: 910519540

Bill To	Requisition 00016400-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26012877
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE ATTN: SEAN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.gov
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	CHARLES

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/07/26	REBECCA CRUMPLER		Auto approved by: 910519540	
	Approved	08/07/26	ANNE FOLEY		Auto approved by: 910519540	
	Approved	08/07/26	JOHN PAINE		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to H.F. Glaude Construction for storm drainage vegetation and debris removal - Ziegler Blvd to Auburn Drive North.

Amount of Contract:
$22,260.20

Funding Source
General fund.

ATTACHMENTS:
1. 20260812 Glaude Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to H F Glaude Construction

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to H.F. Glaude Construction for storm drainage vegetation and debris removal - Ziegler Blvd to Auburn Drive North.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,260.20

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
16570	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ZIEGLER BLVD TO AUBURN DRIVE NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,260.20	(296705) H. F. GLAUDE CONSTRUCTION

Adopted:

_____
City Clerk

Bill To	Requisition 00016570-00 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
H F GLAUDE CONSTRUCTION
363 SOUTH DEARBORN STREET

MOBILE, AL 36603

Tel#2512593108

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
08/06/26	296705				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-165 ZEIGLER BLVD TO AUBURN DR N Additional Description Notes --- DISTRICT 7	1.00 EACH	22260.20000	22260.20
1	1000.40.20.2070.2096.2070.0000.0000.42155.			22260.20

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 22260.20

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	22260.20	1753238.59
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00016570-00 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
H F GLAUDE CONSTRUCTION	PUBLIC WORKS ADMIN.
363 SOUTH DEARBORN STREET	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36603	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512593108	
	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
08/06/26	296705				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

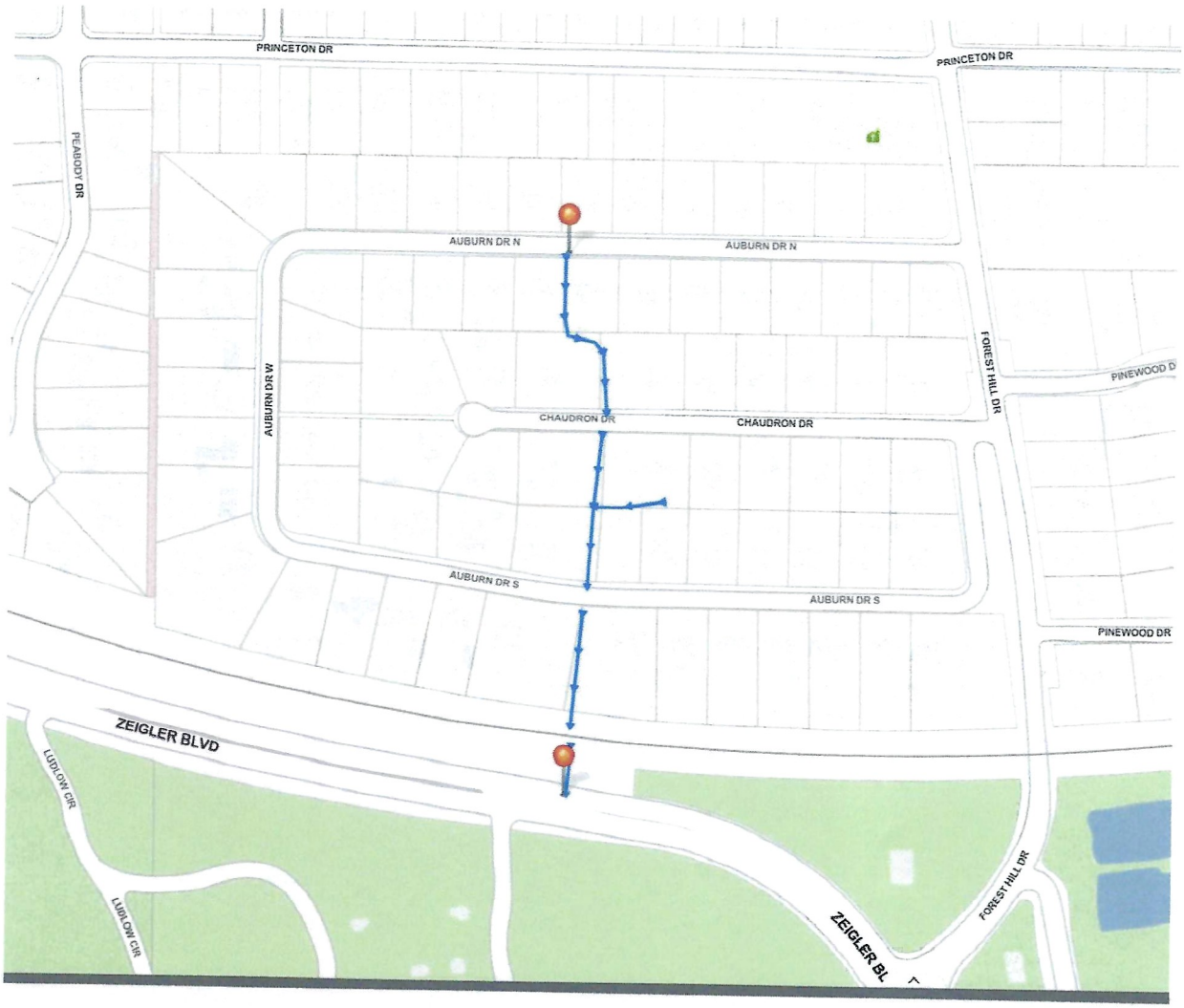
***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/10/26	MATTHEW ANDERSON	
Approved	08/10/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	08/10/26	MATTHEW ANDERSON	
Approved	08/10/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/10/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/10/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/10/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/10/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/10/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/10/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/10/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/10/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/10/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/10/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A

LOCATION MAP(S) AND PHOTOS


PRINCETON DR
PRINCETON DR
PEABODY DR
AUBURN DR N
AUBURN DR N
AUBURN DR W
FOREST HILL DR
PINEWOOD D
CHAUDRON DR
CHAUDRON DR
AUBURN DR S
AUBURN DR S
PINEWOOD DR
ZEIGLER BLVD
LUDLOW CIR
LUDLOW CIR
ZEIGLER BL
FOREST HILL DR











Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

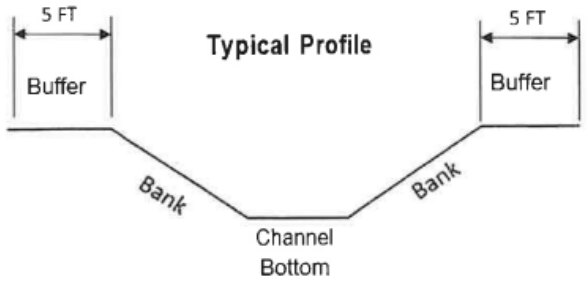
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

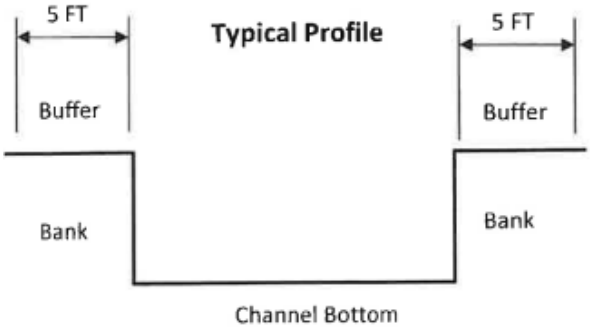
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



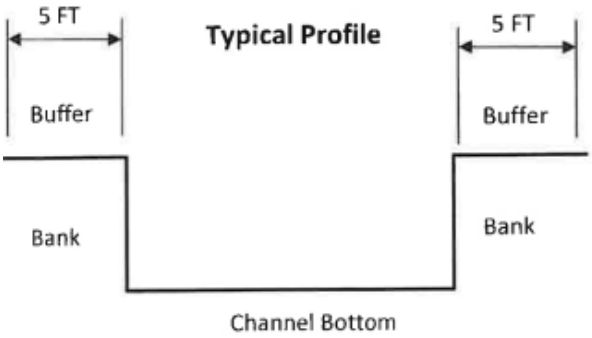
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



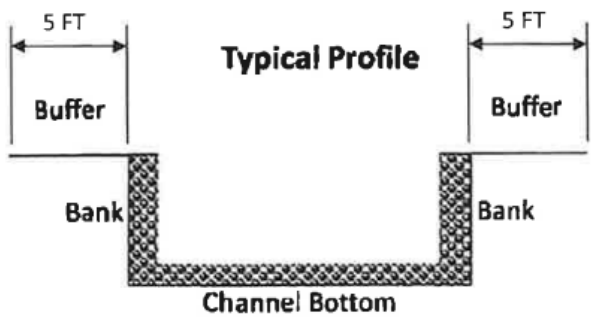
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



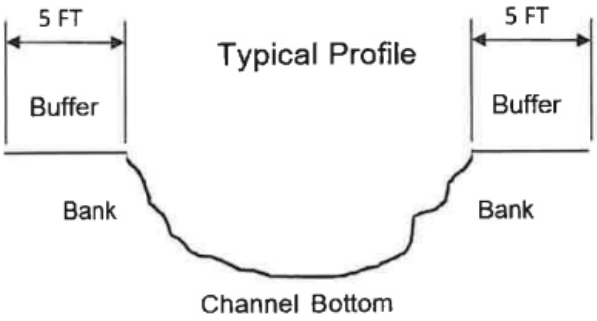
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Carahsoft for one year renewal of Avepoint Office 365 cloud backup software and services for MIT.

Amount of Contract:
$45,337.31

Funding Source
General fund

ATTACHMENTS:
1. 20260812 Carahsoft Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 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 Carahsoft

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carahsoft for one year renewal of Avepoint Office 365 cloud backup software and services for MIT.

General fund.

RESOLUTION ☐ ORDINANCE ☒ OTHER ☐

AMOUNT OF CONTRACT: $45,337.31

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, GSA 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, 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
16695	2026	(5000) INFORMATION TECHNOLOGY	ONE-YEAR RENEWAL OF AVEPOINT OFFICE 365 CLOUD BACKUP SERVICES FOR MIT (GSA CONTRACT)	$45,337.31	(295556) CARAHSOFT

Adopted:

_____
City Clerk

Bill To	Requisition 00016695-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
CARAHSOFT
11493 SUNSET HILLS ROAD
SUITE 100

RESTON, VA 20190

Tel#7038718500

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
SAMANTHA.COOLEY@CITYOFMOBILE.GOV

Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/26	295556				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER GSA Schedule No: 47QSWA18D008F YOUR QUOTE 66779472.			
001	Cloud Backup for M365 - Standard - US Cloud - Legacy Product For Renewal Only. Per User Per Month AvePoint Public Sector, Inc. - 536081USTUS Start Date: 07/26/2026 End Date: 07/25/2027	1200.00 EACH	10.58400	12700.80
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			12700.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Cloud Backup for M365 - Standard - US Cloud - Legacy Product For Renewal Only. Per User Per Month	906.00 EACH	31.75200	28767.31

Bill To	Requisition 00016695-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/26	295556				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	AvePoint Public Sector, Inc. - 536081USTUS Start Date: 07/26/2026 End Date: 07/25/2027			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			28767.31
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Cloud Backup for M365 - Standard - US Cloud - Legacy Product For Renewal Only. Per User Per Month 10-Month Co-Term AvePoint Public Sector, Inc. - 536081USTUS Start Date: 09/26/2026 End Date: 07/25/2027	76.00 EACH	9.70000	737.20
1	1000.10.23.5000.5000.5000.0000.0000.42115.			737.20

Bill To	Requisition 00016695-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/26	295556				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	Cloud Backup for M365 - Standard - US Cloud - Legacy Product For Renewal Only. Per User Per Month 10-Month Co-Term AvePoint Public Sector, Inc. - 536081USTUS Start Date: 09/26/2026 End Date: 07/25/2027	108.00 EACH	29.00000	3132.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			3132.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To	Requisition 00016695-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/26	295556				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 45337.31

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	45337.31	1732262.60
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	08/11/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/11/26	SCOTT KEARNEY	
Approved	08/11/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/12/26	DONALD ROSE	Auto approved by: 9105fola
Approved	08/12/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/12/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/12/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	08/12/26	JAMES NEESE	Auto approved by: 9105fola
Approved	08/12/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	08/12/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	08/12/26	ANNE FOLEY	
Approved	08/12/26	JOHN PAINE	Auto approved by: 9105fola

Bill To	Requisition 00016695-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/26	295556				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)
Special Item No. 518210FM	Financial Management Quality Service Management Office
Special Item No. 541519CSP	Credential Service Providers

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! Is https://gsaadvantage.gov

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Invasive Management Services Inc for storm drainage vegetation and debris removal - 2574 Legends Row to Magnolia Grove Parkway

Amount of Contract:
$27,817.00

Funding Source
General fund

ATTACHMENTS:
1. 20260812 Invasive Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 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 - 2574 Legends Row to Magnolia Grove Parkway

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,817.00

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
16757	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 2574 LEGENDS ROW TO MAGNOLIA GROVE PARKWAY (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,817.00	(295980) INVASIVE MANAGEMENT SERVICES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00016757-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
INVASIVE MANAGEMENTSERVICES INC 7920 SCHILLINGER PARK RD MOBILE, AL 36608 UNITED STATES Tel#2513314833	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
08/10/26	295980				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-167 2574 LEGENDS ROW TO MAGNOLIA GROVE PKWY	1.00 EACH	27817.00000	27817.00

Additional Description Notes

DISTRICT 7

1	1000.40.20.2070.2096.2070.0000.0000.42155.	27817.00

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 27817.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155. STORMWATER EXP DITCH MAINTENANCE	27817.00	1756580.67

Bill To	Requisition 00016757-00 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
INVASIVE MANAGEMENTSERVICES INC	PUBLIC WORKS ADMIN.
7920 SCHILLINGER PARK RD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
UNITED STATES	
Tel#2513314833	
	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
08/10/26	295980				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Forward	08/10/26	MATTHEW ANDERSON	Automatic Forward to 910518638
Approved	08/10/26	MATTHEW ANDERSON	
Approved	08/10/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	08/10/26	MATTHEW ANDERSON	
Approved	08/10/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/10/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/12/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/12/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/12/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/12/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/12/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/12/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/12/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/12/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/12/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


NICKLAUS DR N
NICKLAUS DR E
M RD W
TROPHY CT
CHAMPIONS RUN
LEGENDS ROW
FAIRWAY LN
TANGLEWOOD CIR
BHOUSE CV





Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

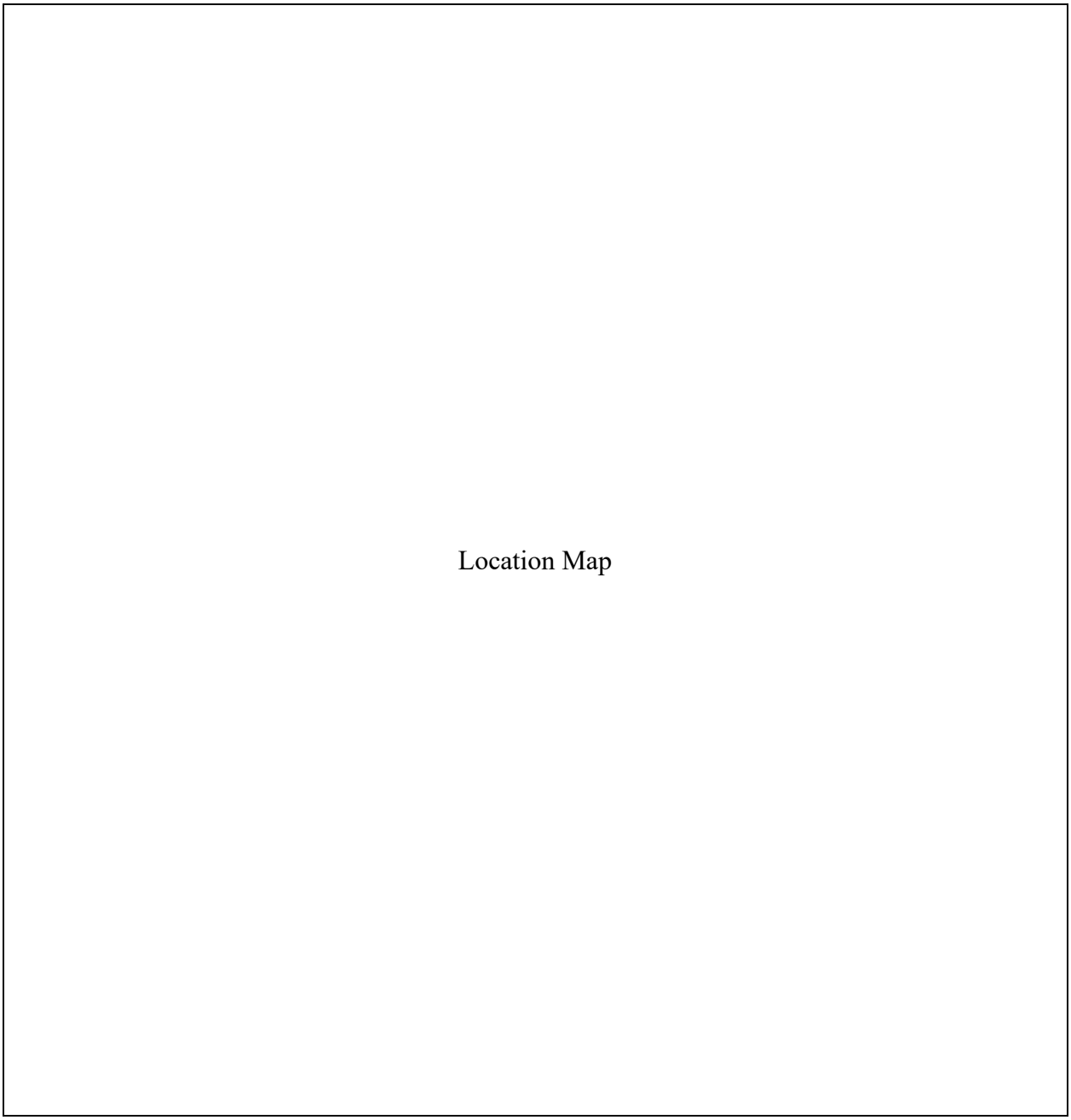
***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

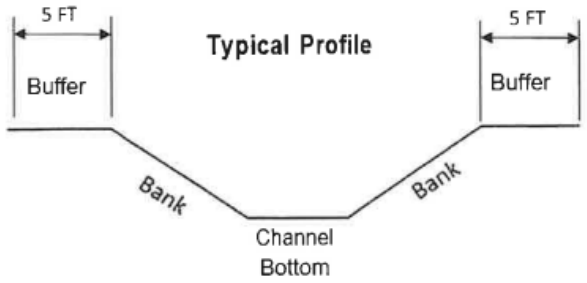
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

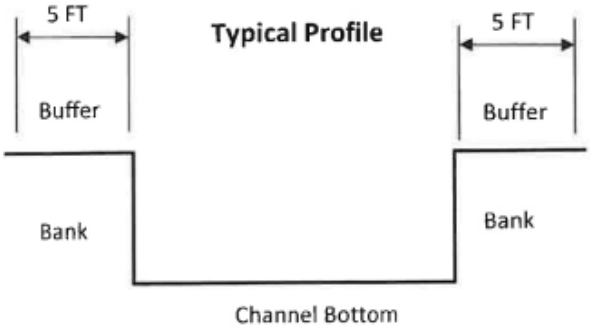
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



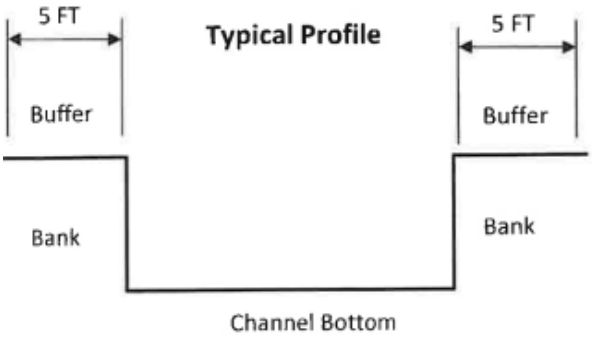
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



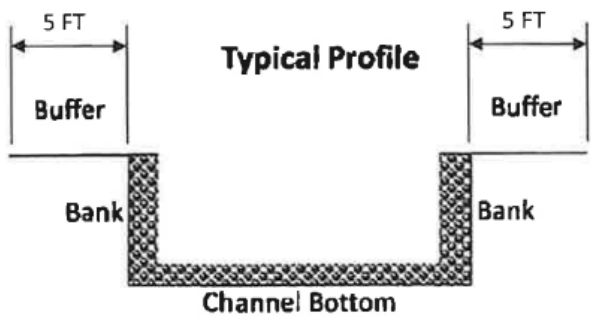
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



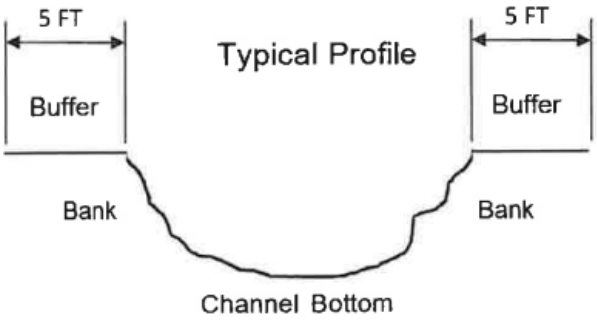
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Hughes 360 Services LLC for storm drainage vegetation and debris removal - Gulf Field Drive North to Cardinal Drive East

Amount of Contract:
$23,400.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260812 Hughes Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Hughes 360 Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes 360 Services LLC for storm drainage vegetation and debris removal - Gulf Field Drive North to Cardinal Drive East

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,400.00

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
16750	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – GULF FIELD DRIVE NORTH TO CARDINAL DRIVE EAST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$23,400.00	(297767) HUGHES 360 SERVICE LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00016750-00 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
HUGHES 360 SERVICES LLC
203 N FLORIDA STREET

MOBILE, AL 36607

Tel#2515103772

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
08/10/26	297767				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-162 GULF FIELD DR N TO CARDINAL DR E Additional Description Notes --- DISTRICT 3	1.00 EACH	23400.00000	23400.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			23400.00

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 23400.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	23400.00	1756580.67
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00016750-00 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
HUGHES 360 SERVICES LLC	PUBLIC WORKS ADMIN.
203 N FLORIDA STREET	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36607	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2515103772	
	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
08/10/26	297767				PUBLIC SERVICES ADMINISTRAT

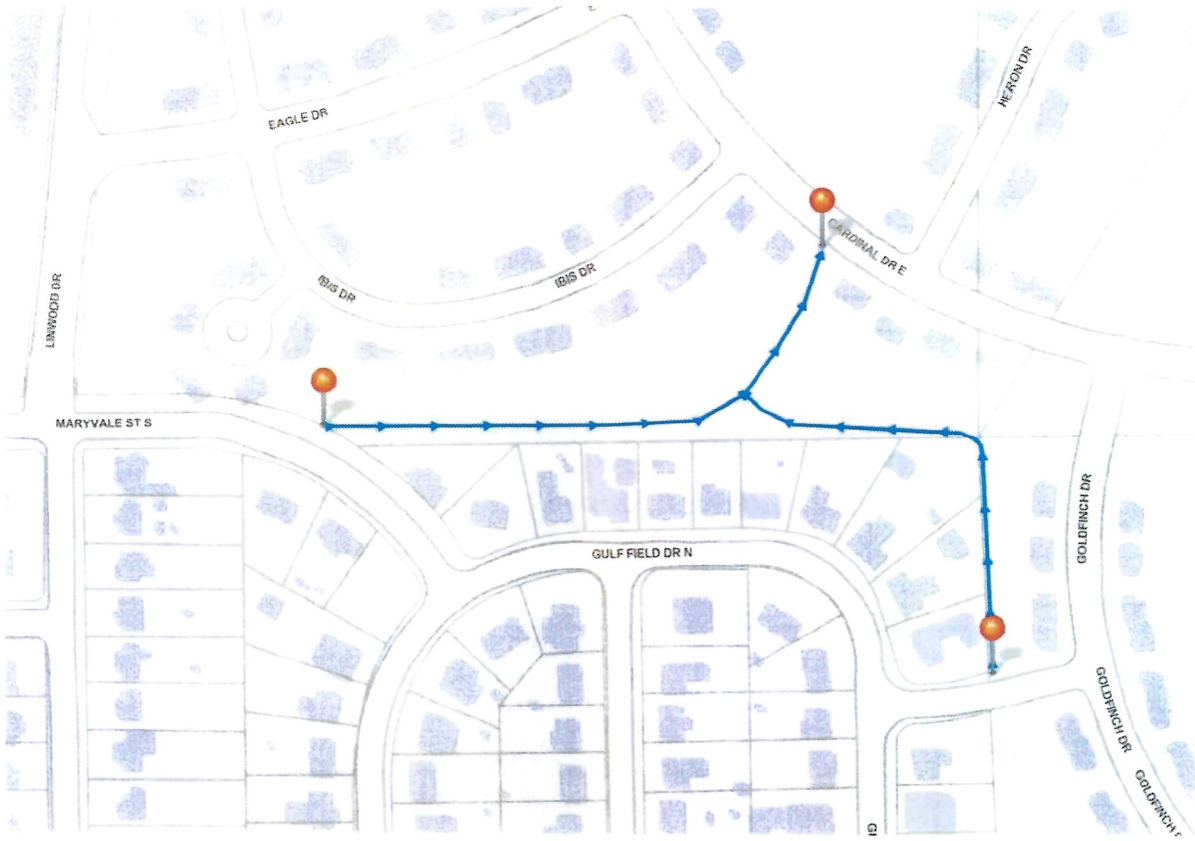
LN	Description / Account	Qty	Unit Price	Net Price

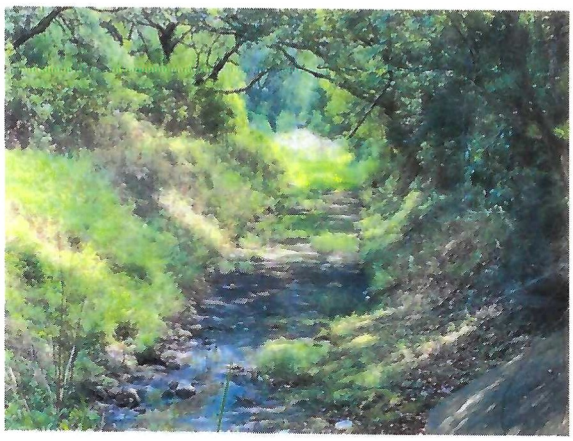
***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	08/10/26	MATTHEW ANDERSON	Automatic Forward to 910518638
Approved	08/10/26	MATTHEW ANDERSON	
Approved	08/10/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	08/10/26	MATTHEW ANDERSON	
Approved	08/10/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/10/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/12/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/12/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/12/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/12/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/12/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/12/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/12/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/12/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/12/26	JOHN PAINE	

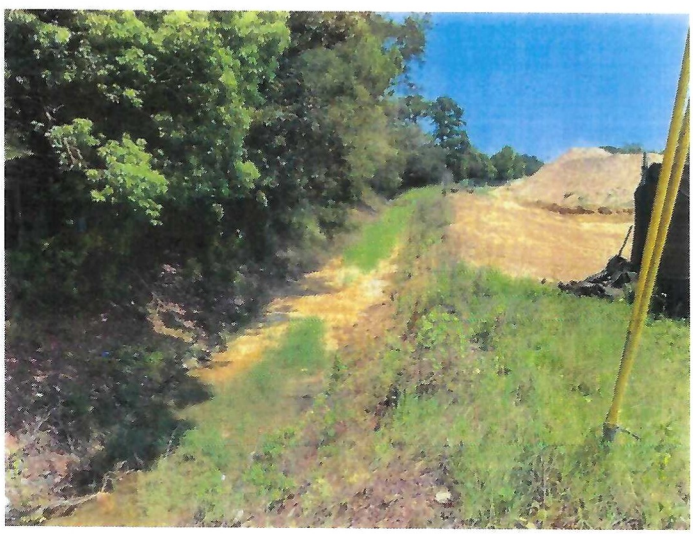
Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


EAGLE DR
HERON DR
CARDINAL DR E
IBIS DR
IBIS DR
LINWOOD DR
MARYVALE ST S
GULF FIELD DR N
GOLDFINCH DR
GOLDFINCH DR







Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

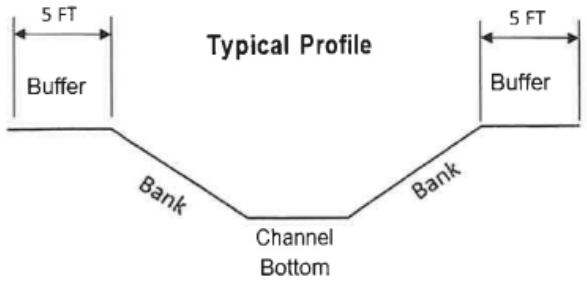
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

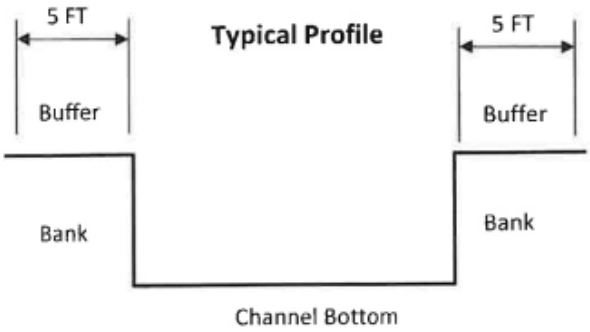
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



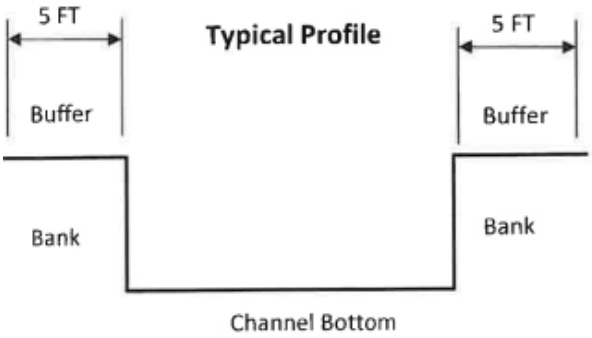
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



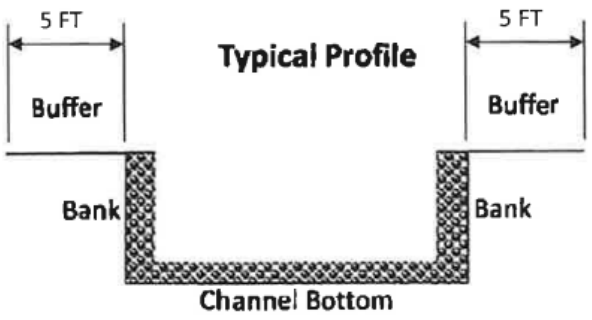
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



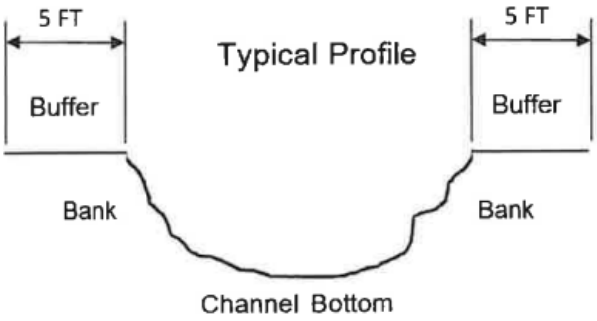
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Environmental Systems Research Institute, Inc. for annual renewal of ESRI Advantage professional training and consulting services program for GIS Dept.

Amount of Contract:
$81,750.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260813 ESRI Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 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 Environmental Systems Research Institute, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Environmental Systems Research Institute, Inc. for annual renewal of ESRI Advantage professional training and consulting services for GIS Department.
General fund.

RESOLUTION ☐ ORDINANCE ☒ OTHER ☐

AMOUNT OF CONTRACT: $81,750.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional 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 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
16355	2026	(5010) GEOGRPAHIC INFORMATION SYSTEMS	ANNUAL RENEWAL OF ESRI ADVANTAGE PROFESSIONAL TRAINING AND CONSULTING SERVICES PROGRAM FOR GIS DEPARTMENT (PROFESSIONAL SERVICES)	$81,750.00	(50080) ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00016355-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	STOOTSK@CITYOFMOBILE.GOV
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	050080	08/18/26			GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER QUOTE #Q-577135 AND CUSTOMER #102360.PER STATE OF ALABAMA SOFTWARE EXCEPTION. STATE OF ALABAMA CODE 41.16.51(A)(a)(8).			
001	Esri Advantage Program: Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/enus/legal/terms/services. Advantage	1.00 EACH	81750.00000	81750.00

Bill To	Requisition 00016355-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.GOV Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	050080	08/18/26			GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	Program, Agreement No. 00332912.1			
1	1000.10.23.5010.5010.5000.0000.0000.42115.			81750.00

Ship To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Requisition Link

Requisition Total 81750.00

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

Account	Amount	Remaining Budget
1000.10.23.5010.5010.5000.0000.0000.42115. GIS EXP SOFTWARE COSTS	81750.00	35523.09

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

Activity	Date	Clerk	Comment
Approved	08/13/26	DONALD ROSE	Auto approved by: 9105fola
Approved	08/13/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/13/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/13/26	MARYLYN BUSCHELL	Auto approved by: 9105fola

Bill To	Requisition 00016355-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.GOV Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/26	050080	08/18/26			GEOGRAPHIC INFO SYSTEMS

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/13/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	08/13/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	08/13/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	08/13/26	ANNE FOLEY			
	Approved	08/13/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to MCCI, Inc. for migration of stored City data to Laserfiche Enterprise Content Management software for MIT.

Amount of Contract:
$23,692.50

Funding Source
General fund.

ATTACHMENTS:
1. 20260813 MCCI Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 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 MCCI, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to MCCI, Inc. for migration of stored City data to Laserfiche Enterprise Content Management software for MIT.
General fund.

RESOLUTION ☐ ORDINANCE ☒ OTHER ☐

AMOUNT OF CONTRACT: $23,692.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
16918	2026	(5000) INFORMATION TECHNOLOGY	MIGRATION OF STORED CITY DATA TO LASERFICHE ENTERPRISE CONTENT MANAGEMENT SOFTWARE (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$23,692.50	(299712) MCCI, LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00016918-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
MCCI, LLC PO BOX 790379 SAINT LOUIS, MO 63179 Tel#8507010725	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	299712				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER OMNIA - NCPA #01-162 COOPERATIVE CONTRACT AND YOUR QUOTE #43050.			
001	Therefore DMS Data Migration to Laserfiche Please see detailed Exhibit A: Statement of Work (SOW).	1.00 EACH	23692.50000	23692.50
1	1000.10.23.5000.5000.5000.0000.0000.44020.			23692.50

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 23692.50

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.44020. INFORMATION TECHNOLOGY EXP OPERATING SUPPLIES	23692.50	1691860.42

Bill To	Requisition 00016918-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MCCI, LLC PO BOX 790379 SAINT LOUIS, MO 63179 Tel#8507010725	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	299712				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	08/13/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/13/26	SCOTT KEARNEY	
Approved	08/13/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/13/26	DONALD ROSE	Auto approved by: 9105fola
Approved	08/13/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/13/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/13/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	08/13/26	JAMES NEESE	Auto approved by: 9105fola
Approved	08/13/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	08/13/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	08/13/26	ANNE FOLEY	
Approved	08/13/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Scott Kearney
kearney@cityofmobile.gov
Ship to: Scott Kearney
kearney@cityofmobile.gov
cc AP Contact: kearney@cityofmobile.gov

Client Name: City of Mobile
Client Address: PO Box 1827, Mobile, AL 36633
Quote Number: 43050
Order Type: Services

Quote Date: July 24, 2026

Service Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Total*
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK				
☑ Therefore DMS Data Migration to Laserfiche *Please see detailed Exhibit A: Statement of Work (SOW).*	1	$26,325.00	$25,008.75	$25,008.75
Professional Services Subtotal				***$25,008.75***
☑ ***Service Level Agreement Client Discount***	1	($1,316.25)		($1,316.25)

GRAND TOTAL - ONE-TIME SERVICES	***$23,692.50***

TOTAL LASERFICHE PROJECT COST	***$23,692.50***

All Quotes Expire 30 Days from Quote Date
This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

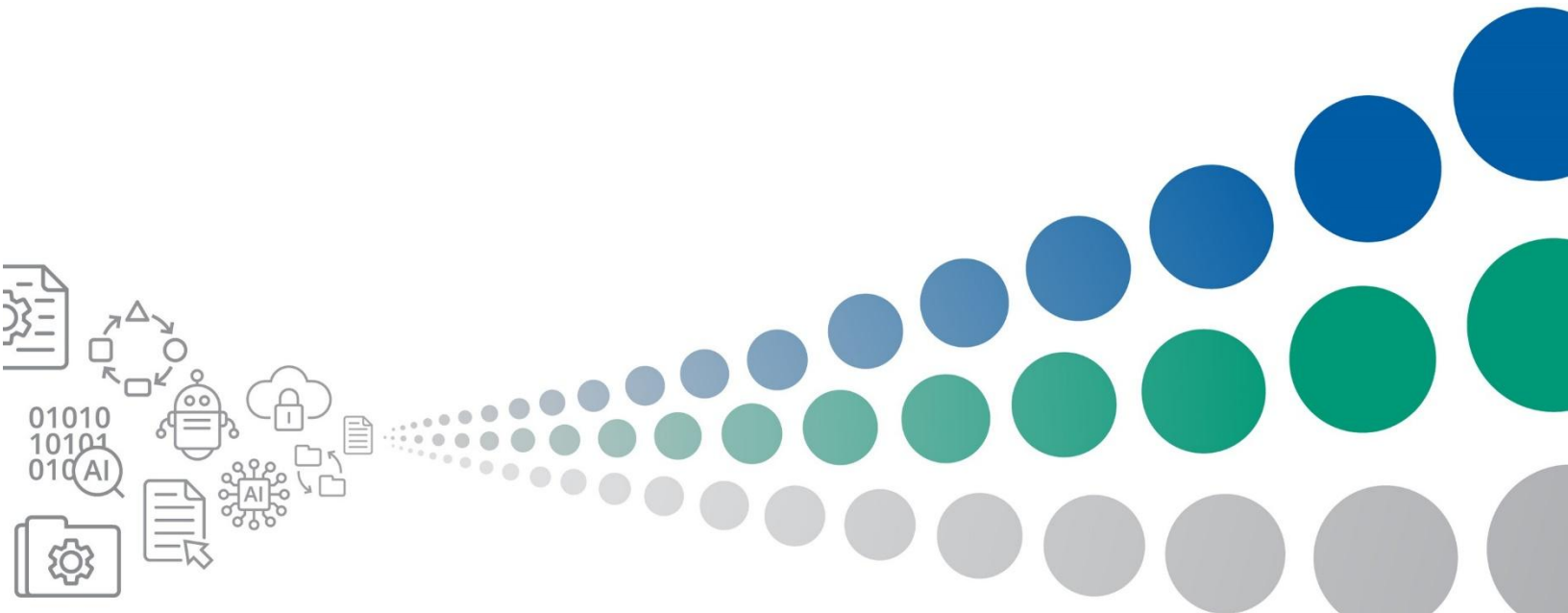
Sales tax will be invoiced where applicable and is not included in the fee quote above.

Exhibit A:
Statement of Work

City of Mobile, AL

Therefore DMS Data Migration to Laserfiche

Issued: July 24, 2026
Valid for 30 days



STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client is a current user of Laserfiche Subscription Business Tier. Client has Clerks records stored within their Therefore Document Management System (DMS) and would like to migrate a portion of their records over to Laserfiche. This project will facilitate the migration of a portion of the client's Therefore data over to their existing Laserfiche environment.

PROJECT OBJECTIVES

- Project Kickoff and Project Staging
- Project Discovery and Requirements Gathering
- Therefore DMS Metadata Analysis and Conversion Discovery
- Therefore DMS Migration Solution Setup
- Data Migration Sample Run
- Therefore DMS Data Migration to Laserfiche
- Data Sampling and Testing
- Alpha Testing and User Acceptance Testing
- Solution Acceptance and Project Closeout

[remainder of page left intentionally blank]

PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Therefore DMS Data Migration to Laserfiche	TBD	Mike Beaudreau

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Jeff Neelley	Solutions Architect	jneelley@mccinnovations.com	(800-342-2633 x1599

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Scott Kearney	Chief Technology Officer	kearney@cityofmobile.org	(251)208-7942

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Scott Kearney	Chief Technology Officer	kearney@cityofmobile.org	(251)208-7942

[remainder of page left intentionally blank]

MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Project Staging	**Project Kickoff:** MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. **Remote Access Set Up for MCCi Project Team**: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. **Creation of Project Board**: MCCI Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through the Project Management Tool of MCCi's choosing and provide access to Client's project team.
#2: Project Discovery and Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestones below.
#3: Therefore DMS Metadata Analysis and Conversion Discovery	**MILESTONE DESCRIPTION** MCCi will work with the Client to complete the analysis and discovery of the Client's Therefore DMS environment. **CLIENT DELIVERABLES** ▪ Client will provide Therefore DMS system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project. ▪ Client will provide unattended access to Therefore DMS for the duration of this project. **MCCi DELIVERABLES** ▪ MCCi will work with the client to determine the best output format for images and data available from THEREFORE DMS **ASSUMPTIONS** The import process can refer to both the exported docs and the THEREFORE DMS database to assemble and import contents into Laserfiche
#4: Therefore DMS Migration Solution Setup	**MILESTONE DESCRIPTION**: MCCi will work with the Client to migrate the images/files and associated metadata from Client's Therefore DMS System over to Laserfiche. **CLIENT DELIVERABLES**: ▪ Client will provide Therefore DMS system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project. ▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project. ▪ Client will provide unattended access to Therefore DMS and Laserfiche environments for the duration of this project. **MCCi DELIVERABLES**: Template and Folder Mapping ▪ Map up to 6 document types from the Therefore DMS system to Laserfiche folders and templates. ▪ Assist client to set folder level security at top folder level with up to two (2) Laserfiche security groups ASUMPTIONS: ▪ Records will be mapped in a 1:1 fashion with no further manipulation of document names or metadata. ▪ Records will be migrated directly into client's Laserfiche repository.

	▪ Destination folder structure will be determined my MCCi. ▪ Implementation of any user, folder, or document level security on migrated documents other than defined in this milestone.
#5: Data Migration Sample Run	**MILESTONE DESCRIPTION**: MCCi will work with the Client to migrate the images/files and associated metadata from Client's Therefore DMS System over to Laserfiche. **CLIENT DELIVERABLES**: ▪ Client will provide Therefore DMS system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project. ▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project. ▪ Client will provide unattended access to Therefore DMS and Laserfiche environments for the duration of this project. **MCCi DELIVERABLES**: Sample Run MCCi will perform a sample run with a subset of data to verify the accuracy and esthetics of the template mapping.
#6: Therefore DMS Data Migration to Laserfiche	**MILESTONE DESCRIPTION**: MCCi will work with the Client to migrate the images/files and associated metadata from Client's Therefore DMS System over to Laserfiche. **CLIENT DELIVERABLES**: ▪ Client will provide Therefore DMS system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project. ▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project. ▪ Client will provide unattended access to Therefore DMS and Laserfiche environments for the duration of this project. **MCCi DELIVERABLES**: Data Migration ▪ MCCi staff will perform the data migration and deliver to the client their indexed and migrated documents in a format that can be imported into Laserfiche. MCCi staff will assist/perform the importing of these documents into the clients Laserfiche system. Items covered: ▪ Build/configure custom utility used to facility migration ▪ Migration code fixes for anomalies within the documents and data outlined ▪ Volume consistency check/quality control **EXCLUSIONS:** ▪ Any modifications to the migrated documents once in Laserfiche including refiling and re-assignment of metadata.
#7: Data Sampling and Testing	**MILESTONE DESCRIPTION**: MCCi will work with the Client to migrate the images/files and associated metadata from Client's Therefore DMS System over to Laserfiche. **CLIENT DELIVERABLES**: ▪ Client will provide Therefore DMS system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project. ▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project. ▪ Client will provide unattended access to Therefore DMS and Laserfiche environments for the duration of this project.

	MCCi DELIVERABLES: Data Sampling & Testing MCCi will conduct testing on completed migration to verify accuracy before requesting sign-off from the client.
#8: Alpha Testing and User Acceptance Testing (UAT)	MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.
#6: Solution Acceptance & Project Closeout	Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

DATA MIGRATION

- MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats, or other errors that are not controllable by MCCi.
- Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration services do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in this SOW.
- MCCi is not responsible for maintaining a copy of the original data, or a copy of the converted data.
- OCR is not included. Client will be able to OCR the records internally once the migration process is complete.
- Documents from the legacy system will be migrated into Laserfiche. No conversion of data types or removal of document wrappers will be completed during the migration process unless specifically stated in this SOW. Files that are encrypted will not be migrated.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.
- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.

- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM to 5:00 PM local time within the continental United States.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the continental United States.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.

- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the six (6) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

DEVELOPMENT

The MCCi Common Web Service for Laserfiche API (CWSAPI), if provided, is delivered "as-is". MCCi may advise how to make functional calls to the web service. New functions or changes to existing functions are not included in the scope of this project. Use of the CWSAPI requires appropriate Laserfiche user licensing through named users or a Laserfiche keyed integrator license.

DATA MIGRATION

- Migrations will be performed via direct hard-drive to hard-drive or server to server connection for optimal performance results. Migrations performed by any indirect transfer method are anticipated to take significantly longer (speed and duration variation cannot be estimated as part of a Level 1 scoping effort).
- Users will not add new records to the existing system once migrations commence.
- Users will not work with existing records in the existing system once migrations commence.
- Records to be migrated during the execution of differential migration(s), if included in this SOW, will be made available and immediately identifiable by Client's development team and project teams. It is assumed that an extraction query for the identified modify date will be available for use by MCCi's development team to execute migration efforts in the same manner as the original full data migration(s).
- Integrations designed to display records (including public records) may not be functional or fully available during the process of the full data migration effort, as records will exist in only one of two systems at full capacity until all migration efforts are completed and validated.
- Data migrations will not include any custom software development.
- Security design and implementation is subject to full data accessibility between the Laserfiche system and desired active directory (AD) groups and administration, as well as other network infrastructure limitations and capabilities.
- If indexing is desired and not currently contained within the electronic data migrated, Client is required to provide MCCi with a database (in a format accepted by MCCi and approved in this scope) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.

- Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management system. Client is responsible for applying the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, Client is responsible to verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with Client's existing Laserfiche security policy.
- After completion of the project, MCCi will purge all data and records received and hosted associated with migration services outlined in this SOW.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

Amount of Contract:
$12575.74

Funding Source
C0259 Cruise Terminal - Equipment & Misc Alabama Municipal Trust Fund (2010)

ATTACHMENTS:
1. Resolution Transfer ($12,575.74) (1)
2. Budget Transfer Cruise Terminal Equipment & Misc

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of **Twelve Thousand Five Hundred Seventy-Five Dollars and 74/100 ($12,575.74)** is hereby reallocated from

- **Capital Project (C0259)**
  Cruise Terminal – Equipment & Misc
  Alabama Municipal Trust Fund (2010)

to:

- **Capital Project (F959-003)**
  Cruise Terminal UPS Replacement
  Alabama Municipal Trust Fund (2010)

Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

Adopted:

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 07/30/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 12,575.74 (ALMUNITRST FUND)

FROM CAPITAL PROJECT#: C0259

CAPITAL PROJECT NAME: CRUISE TERMINAL-EQUMT & MISC

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F959-003

PROJECT NAME: CRUISE TERMINAL UPS REPLACEMENT

DEPT. PROJECT#: CT-026-26

Marilyn L. Bullard

Employee signature

C. Stuart Clark

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
The reallocated funds will be used for replacement of obsolete equipment and to support Cruise Terminal operations.

Amount of Contract:
$47,859.04

Funding Source
C0770 Cruise Roll Up Doors/Gangway Capital Improvement Fund (2000)

ATTACHMENTS:
1. Resolution Transfer ($47,859.04)
2. Budget Transfer Gangway (2)

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of **Forty-Seven Thousand Eight Hundred Fifty-Nine Dollars and 04/100 ($47,859.04)** be reallocated from:

- **Capital Project (C0770)**
  Cruise Roll Up Doors/Gangway
  Capital Improvement Fund (2000)

to:

- **Capital Project (F959-003)**
  Cruise Terminal UPS Replacement
  Capital Improvement Fund (2000)

Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

Adopted:

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 07/30/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 47,859.04

FROM CAPITAL PROJECT#: C0770

CAPITAL PROJECT NAME: CRUISE - ROLL UP DOORS/GANGWAY

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F959-003

PROJECT NAME: CRUISE TERMINAL UPS REPLACEMENT

DEPT. PROJECT#: CT-026-26

Marilyn L. Bullard
Employee signature

C. Stuart Clark
Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
The reallocated funds will be used for replacement of obsolete equipment and to support Cruise Terminal operations.

Amount of Contract:
$49,565.22

Funding Source
C0642 Cruise Terminal - Parking Deck Repairs Alabama Municipal Trust Fund (2010)

ATTACHMENTS:
1. Resolution Transfer ($49,565.22)
2. Budget Transfer Parking Deck Repair

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of **Forty-Nine Thousand Five Hundred Sixty-Five Dollars and 22/100 ($49,565.22)** be reallocated from:

- **Capital Project (C0642)**
  Cruise Terminal – Parking Deck Repairs
  Alabama Municipal Trust Fund (2010)

to:

- **Capital Project (F959-003)**
  Cruise Terminal UPS Replacement
  Alabama Municipal Trust Fund (2010)

Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

Adopted:

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 07/30/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 49,565.22 ALMUNITRST

FROM CAPITAL PROJECT#: C0642

CAPITAL PROJECT NAME: CRUISE TERMINAL-PARKING DECK REPAIR

DEPT. PROJECT#:

TO CAPITAL PROJECT#: F959-003

PROJECT NAME: CRUISE TERMINAL UPS REPLACEMENT

DEPT. PROJECT#: CT-026-26

Marilyn L. Bullard
Employee signature

C. Stuart Clark
Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve contract with Parten Smith, Inc. for construction services.

Amount of Contract:
$1,000,000.00

Funding Source
G-TAPTA24

ATTACHMENTS:
1. 2024-3005-17 Downtown Sidewalk Improvements (Parten Smith, Inc.)

REVIEWERS:
Jessica White
John Forrester
Jennifer Greene
Cherlina Monteiro
James Barber

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Downtown Sidewalk Improvements 2024-3005-17 (D2)

GRANT PROJECT # G-TAPTA24

PROJECT DESCRIPTION Sidewalk Improvements

GRANT CONTRACT AMOUNT $1,000,000.00

VENDOR NAME Parten Smith, Inc.

VENDOR NUMBER 296459

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Construction Consultant Geo Tech Professional Services

Prepared by: Jessica White **Date** 8/4/2026

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

August 06, 2026

Mr. John Forrester, P.E., City Engineer
City of Mobile
PO Box 1827
Mobile, Alabama 36633

Attention: Ms. Tammy Lambeth, P.E., Engineering Manager

Re: **TAPMB-TA24(945)**
Various ADA Ramps in Downtown Mobile
City of Mobile

My office has reviewed the bid tabulation and McCrory & Williams's award recommendation letter dated June 24, 2026, for the above referenced project. ALDOT concurs with your recommendation to award the contract to Parten Smith in the amount of $825,000.00.

Please advise this office when the pre-construction conference is scheduled. If we may be of further assistance, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: Stephanie Dragotta ZPT
Stephanie Dragotta, P.E.
Local Transportation Engineer-Mobile

MJE/SD/zpt
Enclosure
c: Mr. Edwin Perry, P.E. (Letter Only)
File w/ Award Recommendation Letter and Bid Tabulation

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council person Samantha Ingram

WHEREAS, bids for sidewalk improvements for district 2 were received and opened on June 3, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Parten Smith, Inc., contract in the amount of $1,000,000.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Parten Smith, 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: Parten Smith, Inc.

Project Name: Downtown Sidewalk Improvements

Project Number: 2024-3005-17

Amount: $1,000,000.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

DOWNTOWN SIDEWALK IMPROVEMENTS

ALDOT
PROJECT NO. TAPMB-TA24(945)

CITY OF MOBILE
PROJECT NO. 2024-3005-17

BID DATE – JUNE 3, 2026

ADDENDUM NUMBER 1

May 29, 2026

CITY OF MOBILE

DOWNTOWN SIDEWALK IMPROVEMENTS
PROJECT NO. 2024-3005-17

DATE TO RECEIVE BIDS: June 3, 2026 @ 2:30 P.M.

1. Pay item 999Z-000 Hydro Excavation will be added to the Proposal. A quantity of 16 hours will be set up. This can be performed by Hydro Vacuum or Air Spade.

2. Pay item 711A-000 Sign Reset will be added to the Proposal. A quantity of 5 per each will be set up.

3. The new point of contact for the City of Mobile Urban Forrestry for all tree related issues is Donavan Ballard (251) 208-1520 donavan.ballard@cityofmobile.gov

4. The Contract Low Bidder will be determined by the "Base Bid + Additive Bid I + Additive Bid II Total". The contract amount awarded will be based on the available funding.

5. A detail for pay item 623B-120 Concrete Curb, Type Special is included as an attachment.

6. The Pre-Bid Sign-In Sheet is included as an attachment.

7. A certified arborist is not needed for cutting tree roots because City staff must approve that in person. We do not anticipate any tree removal or the need for a certified arborist. Any required root cutting will be paid for as a subsidiary obligation of other items of work.

8. The following quantities have been changed:

Base Bid	New Quantity
206C-000 Removing Concrete Sidewalk	1002 SY
618A-000 Concrete Sidewalk, 4" Thick	360 SY
618B-003 Concrete Driveway, 5" Thick	175 SY
618D-000 Curb Ramp	1149 SY
711A-000 Roadway Sign Relocation	5 Each
999Z-000 Hydro Excavation	16 Hour

Additive Bid I	New Quantity
206C-000 Removing Concrete Sidewalk	1750 SY
618A-000 Concrete Sidewalk, 4" Thick	1750 SY

Additive Bid II	New Quantity
206C-000 Removing Concrete Sidewalk	1500 SY
618A-000 Concrete Sidewalk, 4" Thick	1042 SY
618C-001 Detectable Warning Surface	100 SY
618D-000 Curb Ramp	133 SY

9. The updated Contract Schedule is included for your use in preparing the bid.

Please insert the updated Contract Schedule along with the Addendum Acknowledgment inside the front cover of the Bid Document.

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID; ATTACH THE ACKNOWLEDGE RECEIPT TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT.

McCRORY & WILLIAMS, INC.

Sean Estes

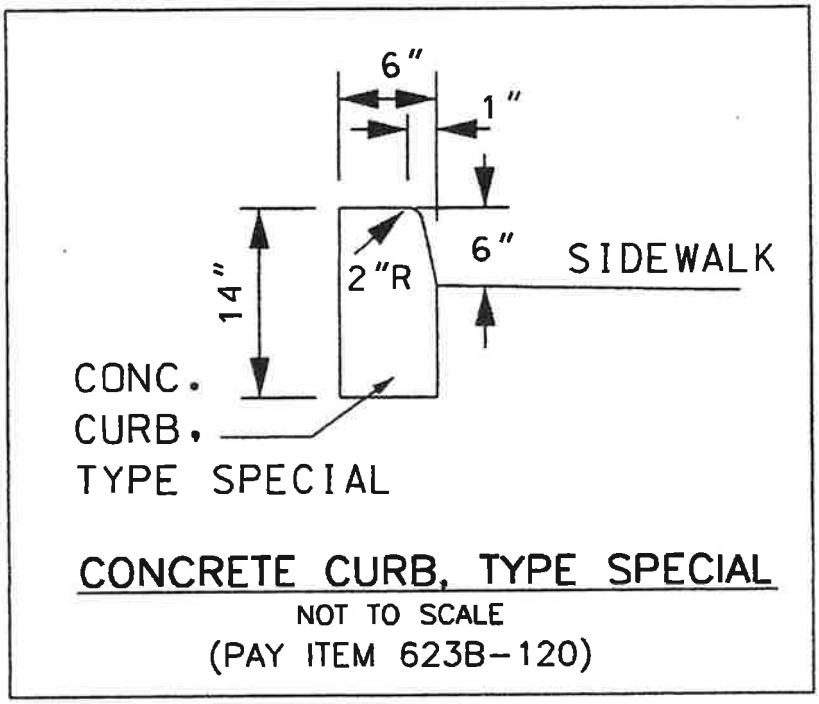
Sean Estes, P.E.

BIDDER: Parker Smith, Inc.

BY: Carl Hall

DATE: 5/31/2026

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY FAXING OR EMAILING THE SIGNED COPY TO McW ENGINEER'S OFFICE BY 10:00 A.M., MONDAY, JUNE 1, 2026.
(FAX #: 476-4721)



CONCRETE CURB, TYPE SPECIAL

NOT TO SCALE

(PAY ITEM 623B-120)

INSTRUCTIONS TO BIDDERS
(Federal Aid Projects)

The instructions listed on this page are offered as a courtesy to bidders in order to help avoid situations in which proposals may have to be rejected or eliminated from consideration due to common pitfalls and oversights. This page shall not be considered an official part of the proposal or contract documents, and shall have no binding effect upon them. While completion of the following checklist by the contractor is entirely voluntary, the items listed herein are generally required in order for a bid to be considered.

CHECKLIST

Proposal:

[ ] Submit Proposal on ORIGINAL documents (not copy) provided by owner. (Your set is numbered serially and is not transferrable to another bidder.)
[ ] Everything in INK or TYPED.
[ ] Fill in Date & Time of bid opening and Name(s) & Address of Bidder(s) on Page 1 of the Proposal Section.
[ ] Complete information on Page 1A of the Proposal for any Addenda received.

Contract Schedule:

[ ] Enter Prices & Amounts on Contract Schedule.
[ ] Separate dollars & cents with a single decimal (per Spec. Prov. 22-LPA-001).
[ ] Follow instructions (if applicable) in Subarticle 102.06(b) of Spec. Prov. 22-LPA-001, for any included "Alternates", "Cumulative Alternates", or alternate specified types of materials.

Federal-Aid Funded Project Form (6 pages):

[ ] Check appropriate certification statement as required on Page 2 of 6.
[ ] List Name(s) of Contractor on Page 6 of 6 (all if partnership or Jt. Venture).
[ ] Sign, Date and Notarize on Page 6 of 6. (this is part of the Proposal and Contract Schedule)

Bid Bond:

[ ] Bid Bond to be signed by same person signing Federal-Aid Funded Projects Proposal.
[ ] Bid Bond executed by Surety's Agent (or cashier's check from an Alabama bank attached).
[ ] Attach valid Power of Attorney to Bid Bond (unless check attached instead).

Submittal of Bid:

[ ] Mark envelope "Bid for Completion of Downtown Sidewalk Improvements, in the City of Mobile, Alabama".
[ ] Deliver Proposal with Bid Bond or check in SEALED envelope.
[ ] Submit Proposal prior to date & time set for opening bids.

CITY OF MOBILE
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, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to 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 Downtown Sidewalk Improvements, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:

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

11. WITHDRAWAL OF BIDS:

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

12. BIDDERS PRESENT:

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

13. AWARD OR REJECTION OF BIDS:

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

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

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

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.

e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.

f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

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

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

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

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

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

18. CONTRACT AND BOND:

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

19. COLLUSION:

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

20. SUBLETTING OR ASSIGNING OF CONTRACT:

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

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ALDOT - - 2022 STANDARD BID PACKAGE
Let & Awarded By: Local Public Agency
Source of Funding: Federal Transportation Alternative Project

The attached documents (available in electronic format) are the ALDOT "2022 STANDARD BID PACKAGE" for federally-funded Transportation Alternative projects. There are thirty (30) attachments in a combination of MS Word, MS Excel and Adobe pdf formats.

The general instructions are: The documents should be assembled in the order in which they are listed below. For the nine (9) documents marked with an asterisk ("*"), follow the directions listed inside the brackets ("[ ]") within each document, and fill in the blanks, etc. Then, **delete the brackets and any included instructions**. "Reformatting" (changing fonts, margins, line spacing's, page numbers/breaks, etc.) of these documents should be avoided, except where absolutely necessary in order to fit in project-specific information. The CONTRACT SCHEDULE may require some spreadsheet manipulation in order to accommodate the number of pay items and alternates (if any) that you have in your project.

File)	Form	
1)	Title Page	
2)	INSTRUCTIONS TO BIDDERS	
3)	ALDOT 2022 Standard Bid Package *(this page)*	
4)	*ADVERTISEMENT FOR BIDS	
5)	*PROPOSAL	
5A) Or	*CONTRACT SCHEDULE	(Base Bid Only) **(same file, select appropriate worksheet)**
5B)	*CONTRACT SCHEDULE	(Base Bid plus Add Alternates)
6)	FEDERAL-AID FUNDED PROJECTS FORM (6 Pages)	
7)	*BID BOND	
8)	*Special Provisions *(List of special provisions)*	

8.1) 22-LPA-0011 (Sections 101, 102, 103, 107, 109, 110)

8.2) 22-LPA-002(2) (Section 105: Control of Work)

8.3) Equal Employment Opportunity

8.4) FHWA-1273 – Revised October 23, 2023

8.5) ***(Insert Applicable Davis-Bacon Wage Rates)***

8.6>) ***(Insert any special provisions needed for items covered by ALDOT specs)***
The 2022 Current General Application Special Provisions list (accessible on the ALDOT webpage (https://www.dot.state.al.us/publications/Construction/Specifications.html)should be studied to determine if any of those special provisions need to be inserted into the above documents. This will all depend upon what items of work are included in the contract for each specific project. These mostly represent improvements or updates to the existing specs; however, for enhancement projects, we recommend minimizing the number of these special provisions that are included, for the sake of simplicity. An adequately qualified person should look them over to decide just how necessary each one is for your project.

8.?>) ***(Insert any special provisions needed for items NOT covered by ALDOT specs)***

9)	Form HR-DBE	(Bidder's List of Quotes, Revised January 2007)
10)	Form DBE-10	(ALDOT Form DBE-10, Revised May 2015)
11)	Form DBE-11	(ALDOT Form DBE-11, Revised January 2007)
12)	*CONTRACT	
13)	AFF ACTION FOR EEO STMT *(Contractor executes & returns with executed contract)*	
14)	*PERFORMANCE BOND	(For Performance Of The Work)
15)	*MATERIALS BOND	(For Payment Of Labor, Materials, Feed-Stuffs Or Supplies)
16)	*CERTIFICATION OF COMPLIANCE WITH BEASON-HAMMON ACT	

LPA Not Fed. Funds

ADVERTISEMENT FOR BIDS

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, Wednesday, June 3, 2026 and then publicly opened and read in the Government Plaza Atrium, 1st Floor, for constructing:

Project No: ALDOT PROJECT NO. TAPMB-TA24(945)
CITY OF MOBILE PROJECT NO. 2024-3005-17

Project: DOWNTOWN SIDEWALK IMPROVEMENTS
Project Description: Construction of Curb Ramps and Sidewalk Improvements

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy five dollars ($75.00). 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 Friday, May 29, 2026.

A Mandatory Pre-Bid Conference will be held at City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, May 27, 2026 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

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

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of DOWNTOWN SIDEWALK IMROVEMENTS, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES
April 22nd, April 29th, May 6th

NON-TRANSFERABLE

SET No _____

PROPOSAL

FOR THE CONSTRUCTION OF
ALDOT PROJECT No. TAPMB-TA24(945)
CITY OF MOBILE PROJECT No. 2024-3005-17
CITY OF MOBILE
MOBILE COUNTY, ALABAMA

DATE: 6-3-2026

TIME: 2:30 PM

PROPOSAL OF Parker Smith, Inc.
(Name of Bidder)

LICENSE No. 53550 (Not Required to Bid) OF 876 Beverly Rd. Ext. Irvington, AL 36544 (Address)

for constructing the Downtown Sidewalk Improvements in the City of Mobile, County of Mobile, State of Alabama.

The plans are composed of drawings identified as follows:

ALDOT PROJECT NO. TAPMB-TA24(945)
CITY OF MOBILE PROJECT No. 2024-3005-17

The specifications are hereto attached.

TO THE MAYOR OF THE CITY OF MOBILE, ALABAMA:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the entire project in one-hundred (100) working days. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have been established for this project.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, unit prices will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
1	6-3-26		

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details):

BID GUARANTIES RETURNED	
Successful Bidder	**After contract & bonds executed and approved**. May be allowed to substitute bond for check after 30 days after bid opening.
Next 2 Lowest Bidders . . .	**15 days** after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.
All others	**After bids tabulated and checked**.
AWARD OF CONTRACT	Within **30 days** after bid opening, or later if agreed to.
EXECUTION OF CONTRACT .	Contractor must execute within **15 days** after presentation for signature. May be extended no more than 5 days by owner.
APPROVAL OF CONTRACT . . .	Owner approves within **20 days** after presentation by contractor, unless contractor agrees to a longer period.
WORK ORDER ISSUED	Within **15 days** after approval and execution of contract by owner. May be extended by agreement.
TIME CHARGES BEGIN	Within **15 days** of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

ALDOT PROJECT NO. TAPMB-TA24(945)
CITY OF MOBILE PROJECT NO. 2024-3005-17

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	AMOUNT BID
	BASE BID					
206C-000	Removing Concrete Sidewalk	1,002	SY	twelve	12.00	$ 12,024.00
206C-001	Removing Concrete Pavement	27	SY	twelve	12.00	$ 324.00
206C-008	Removing Concrete Median	16	SY	twelve	12.00	$ 192.00
206C-025	Removing Asphalt Pavement	82	SY	twelve	12.00	$ 984.00
206C-026	Removing Brick Pavement (Brick Sidewalks)	342	SY	twelve	12.00	$ 4,104.00
206D-002	Removing Curb	303	LF	twelve	12.00	$ 3,636.00
206D-003	Removing Curb And Gutter (All Types)	136	LF	twelve	12.00	$ 1,632.00
206D-005	Removing Gutter	1,377	LF	twelve	12.00	$ 16,524.00
210A-000	Unclassified Excavation	180	CY	twenty	20.00	$ 3,600.00
210D-021	Borrow Excavation (Loose Truck Bed Measurement)(A4 or Better)	100	CY	thirty	30.00	$ 3,000.00
305B-077	Crushed Aggregate, Section 825, For Miscellaneous Use	25	TON	one hundred twenty five	125.00	$ 3,125.00
408A-051	Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)	150	SY	sixty-three	63.00	$ 9,450.00
424A-343	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Incl. Tack Coat)	25	TON	three hundred	300.00	$ 7,500.00
424B-039	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	25	TON	three hundred	300.00	$ 7,500.00
600A-000	Mobilization	1	LS	forty thousand, thirty seven	40037.00	$ 40,037.00
618A-000	Concrete Sidewalk, 4" Thick	360	SY	sixty five	65.00	$ 23,400.00
618A-001	Concrete Sidewalk, 6" Thick (Includes Welded Wire Mesh)	150	SY	ninety-five	95.00	$ 14,250.00
618A-002	Concrete Sidewalk, 4" Thick (Includes Brick Paver and Grout)	139	SY	Sixty	60.00	$ 8,340.00

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	AMOUNT BID
	618B-003	Concrete Driveway, 5" Thick	175	SY	seventy five	75.00	$ 13,125.00
	618C-001	Detectable Warning Surface	1,200	SF	forty	40.00	$ 48,000.00
	618D-000	Curb Ramp	1,149	SY	one hundred five	105.00	$ 120,645.00
	622A-000	Manhole Cover/Frame Reset	5	EA	two hundred	200.00	$ 1,000.00
	623A-000	Concrete Gutter	1,782	LF	twenty five	25.00	$ 44,550.00
	623B-120	Concrete Curb, (Type Special)	120	LF	twenty five	25.00	$ 3,000.00
	623C-003	Combination Curb & Gutter, Type C (Modified)	247	LF	twenty five	25.00	$ 6,175.00
	637A-001	Fence Reset (All Types)	125	LF	twenty five	25.00	$ 3,125.00
	640M-001	Electrical Manhole Adjustment to New Grade and Slope Max Vertical Adjustment 6 Inches	2	EA	three hundred	300.00	$ 600.00
	641V-001	Adjust Water Meter and Box to Grade	5	EA	fifty	50.00	$ 250.00
	641V-002	Adjust Water Valve to Grade	5	EA	fifty	50.00	$ 250.00
	641V-003	Existing Irrigation System Repair	100	LF	thirty	30.00	$ 3,000.00
	650A-000	Topsoil	400	CY	twenty five	25.00	$ 10,000.00
	654A-000	Solid Sodding	1,500	SY	ten	10.00	$ 15,000.00
	656A-010	Mulching	1	ACRE	two thousand, five hundred	2500.00	$ 2,500.00
	663C-000	Tree Protection Fencing	150	LF	two dollars, fifty cents	2.50	$ 375.00
	665A-000	Temporary Seeding	1	ACRE	two thousand, five hundred	2500.00	$ 2,500.00
	665B-001	Temporary Mulching	3	TON	two thousand, five hundred	2500.00	$ 7,500.00
	665E-000	Polyethylene	500	SY	one dollar, fifty cents	1.50	$ 750.00
	665G-000	Sand Bags	50	EA	twenty five	25.00	$ 1,250.00
	665J-002	Silt Fence	250	LF	eight	8.00	$ 2,000.00
	665O-001	Silt Fence Removal	250	LF	one	1.00	$ 250.00
	665Q-002	Wattle	500	LF	twelve	12.00	$ 6,000.00
	666A-001	Pest Control Treatment	1	ACRE	two thousand, five hundred	2500.00	$ 2,500.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	AMOUNT BID
674A-000	Construction Safety Fence	500	LF	ten	10.00	$ 5,000.00
690A-000	Project Sign	1	EA	one thousand, two hundred	1200.00	$ 1,200.00
703A-002	Traffic Control Markings, Class 2, Type A	815	SF	seven	7.00	$ 5,705.00
703C-001	Removal of Existing Traffic Control Markings or Legends (Plastic)	50	SF	seven dollars, fifty cents	7.50	$ 375.00
711A-000	Sign Reset	5	EA	three hundred	300.00	$ 1,500.00
740A-000	Traffic Control Plan	1	LS	seven thousand, five hundred	7500.00	$ 7,500.00
740B-000	Construction Signs	90	SF	ten	10.00	$ 900.00
740D-000	Channelizing Drums	100	EA	forty-eight	48.00	$ 4,800.00
740E-000	Cones (36 Inches High)	50	EA	twenty	20.00	$ 1,000.00
740F-001	Barricade, Type II	4	EA	ninety-five	95.00	$ 380.00
741C-010	Portable Sequential Arrow and Chevron Sign Unit	1	EA	one thousand, nine hundred	1900.00	$ 1,900.00
742A-001	Portable Changeable Message Sign, Type 2	1	EA	four thousand, four hundred	4400.00	$ 4,400.00
999X-000	Items of Similar Nature Utilizing Bid Items To Be Determined By Engineer	1	LS	Fifteen Thousand	15,000.00	$ 15,000.00
999Z-000	Hydro Excavation	16	HR	one thousand, one hundred	1100.00	$ 17,600.00
				BASE BID TOTAL:		$ 521,227.00
	ADDITIVE BID 1					
206C-000	Removing Concrete Sidewalk	1,750	SY	twelve	12.00	$ 21,000.00
206C-001	Removing Concrete Pavement	23	SY	twelve	12.00	$ 276.00
206C-025	Removing Asphalt Pavement	82	SY	twelve	12.00	$ 984.00
206D-005	Removing Gutter	182	LF	twelve	12.00	$ 2,184.00
424A-343	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Incl. Tack Coat)	25	TON	three hundred	300.00	$ 7,500.00
424B-639	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	25	TON	three hundred	300.00	$ 7,500.00
618A-000	Concrete Sidewalk, 4" Thick	1,750	SY	sixty-five	65.00	$ 113,750.00

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	AMOUNT BID
	618C-001	Detectable Warning Surface	100	SF	forty	40.00	$ 4,000.00
	618D-000	Curb Ramp	147	SY	one hundred, five	105.00	$ 15,435.00
	623A-000	Concrete Gutter	182	LF	twenty-five	25.00	$ 4,550.00
					ADDITIVE BID I TOTAL:		$ 177,179.00
		ADDITIVE BID II					
	206C-000	Removing Concrete Sidewalk	1,500	SY	twelve	12.00	$ 18,000.00
	206C-008	Removing Concrete Median	50	SY	twelve	12.00	$ 600.00
	206C-025	Removing Asphalt Pavement	7	SY	twelve	12.00	$ 84.00
	206D-005	Removing Gutter	195	LF	twelve	12.00	$ 2,340.00
	424A-343	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Incl Tack Coat)	25	TON	three hundred	300.00	$ 7,500.00
	424B-639	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	25	TON	three hundred	300.00	$ 7,500.00
	618A-000	Concrete Sidewalk, 4" Thick	1,042	SY	sixty-five	65.00	$ 67,730.00
	618C-001	Detectable Warning Surface	100	SF	forty	40.00	$ 4,000.00
	618D-000	Curb Ramp	133	SY	one hundred, five	105.00	$ 13,965.00
	623A-000	Concrete Gutter	195	LF	twenty-five	25.00	$ 4,875.00
					ADDITIVE BID II TOTAL:		$ 126,594.00
					BASE BID TOTAL:		$ 521,227.00
					BASE BID + ADDITIVE BID I TOTAL:		$ 698,406.00
					BASE BID + ADDITIVE BID II TOTAL:		$ 647,821.00
					BASE BID + ADDITIVE BID I + ADDITIVE BID II TOTAL:		$ 825,000.00

Project No.: TAPMB-TA24(945) / City of Mobile Project No. 2024-3005-17

City/County: City of Mobile / Mobile County

Proposal No.: _____

Letting Date: 6-3-2026

The undersigned hereby states that this Bid Proposal is to the best of their knowledge, their true and correct bid, except for changes initiated herein, and is submitting these bid sheets for review and consideration.

_____ 6-3-26

Contractor's Signature
(Authorized Company Representative)

Date

_____ _____

Other Contractor(s) Signature (if joint venture)
(Authorized Company Representative)

Date

CORPORATE SEAL

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on **Page Two of the Proposal Cover Sheet** and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for HighwayConstruction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on **Page Two of the Proposal Cover Sheet**.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises. all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements. provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /X/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /X/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

Parker Smith Inc.
(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

3rd day of June, 2024.

_____
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

ALBERT CARL HANKE JR
Notary Public
Alabama State at Large

My Commission Expires
August 28, 2027

NOTE: PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and FCCI Insurance Company (Name of

_____, as **Surety**, are held and firmly
Surety)

bound unto

THE CITY OF MOBILE

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - $10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, 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 Project Number **TAPMB-TA24(945)** and **2024-3005-17**, located in the City of Mobile, County of Mobile, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and 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 and conditions of the contract, then this obligation will 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 acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this 3rd (Day) day of June (Month), 20 26 (Year).

FORM OF BID BOND
PROJECT NO.: **TAPMB-TA24(945)** and **2024-3005-17**

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

Parten Smith, Inc.
(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing Address: 8765 Beverly Rd, Irvington, AL 36544 (Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____ (Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____ (Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)
Attest:

_____
(Secretary)

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

AL
(State)

**(Corporate Seal)
Attest:

_____
(Secretary)

Name of State under the laws of which the Corportation was chartered:

AL
(State)

SURETY: FCCI Insurance Company
(Name of Surety)

CORPORATE SEAL

BY (AGENT): _____
(Attorney in Fact) Thomas J. Bole

AGENT'S ADDRESS: 115 Office Park Drive
Birmingham, AL 35223
(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of June, 2020

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

SPECIAL PROVISIONS
PROJECT No. TAPMB-TA24(945)
Project Sponsor: City of Mobile
MOBILE COUNTY, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first two Special Provisions listed below shall take precedence over the remaining Special Provisions.

	SPECIAL PROVISION	NUMBER
8.1)	General Provisions for Projects let by LPA (with prequalification)	22-LPA-001
8.2)	Acceptance of Projects let by LPA	22-LPA-002(2)
8.3)	Required Contract Provisions for all Federal Aid Projects For Equal Employment Opportunity	22-FH0002-FH0005
8.4)	Form FHWA-1273 (12 pages) Revised October 23, 2023	FHWA-1273
8.5)	Insert Applicable Davis-Bacon Wage Rates	22-WR0049(6)

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion therof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 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 or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars ($100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
   e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
   (1) Ceases to be signatory to a Hometown Plan covering that trade;
   (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
   (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: AL20250164 01/03/2025

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 — Publication Date 01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20 **	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

IRONWORKER, REINFORCING	$ 17.70	**	0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98	**	0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45	**	0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.54	**	0.00
OPERATOR: Roller	$ 15.87	**	0.00
OPERATOR: Scraper	$ 13.30	**	0.00
PAINTER (Brush and Roller)	$ 15.97	**	1.27
TRAFFIC CONTROL: Flagger	$ 14.00	**	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 14.58	**	0.00
TRUCK DRIVER: Dump Truck	$ 16.04	**	0.00
TRUCK DRIVER: Flatbed Truck	$ 15.00	**	0.00
TRUCK DRIVER: Lowboy Truck	$ 16.79	**	0.00
TRUCK DRIVER: Pickup Truck	$ 15.05	**	0.00
TRUCK DRIVER: Semi-Trailer Truck	$ 15.56	**	0.00
TRUCK DRIVER: Water Truck	$ 13.50	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

CITY OF MOBILE 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

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

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting and Major Supplier Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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, 2022 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, 2022 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Omitted

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility lines are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

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

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

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

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

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

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

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. Project limits shall be kept clean of trash, garbage and construction debris at all times. Contractor must provide onsite trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.) and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage and construction debris.

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

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface,

Item 424-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, located in the Supplemental Specifications. 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

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

36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

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

38. It is the sole responsibility of the Contractor to protect his/her equipment during down time. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

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

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curb, etc., as determined by the Engineer shall be repaired at the Contractor's expense.

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

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

44. There shall be no adjustment to fuel or asphalt index for this project.

45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy 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.

49. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

50. Workmen shall wear reflectorized jackets.

51. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all 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, 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

54. Prior to paving or patching the water and sewer manholes and valve covers will be raised

by the Mobile Water & Sewer Department. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

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

56. 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.

57. 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 and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

58. 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.

59. Gutter cleaning will be a subsidiary obligation of 424-A Superpave Bituminous Concrete Wearing surface.

60. 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.

61. All major tree removal should be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.

HR-DBE
Revised 01-2007

Date 6-3-26

Letting Date 6-3-26

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

Providing the listing of quoters in compliance with these provisions shall not be a substitute for the requirements of Subcontractors Fair Practices Act, Chapter 18, Laws of 1988, Sections 13-4-31 through 13-4-43.

BIDDER'S NAME: Parker Smith, Inc. **PROJECT NUMBER:** TAPM13-TA24(945) **COUNTY:** Mobile

Quoter's Name	Address	Telephone Number	DBE/Non-DBE
C&A Quality Construction	9851 A Hwy 188 Irvington, AL 36544	251-447-8165	DBE
Evans & Company	7930 Ziegler Blvd Mobile, AL 36608	251-633-6008	DBE
Bayou Grainite	P.O. Box 3868 Gulfport, MS 39505	228-868-1264	Non-DBE
Bridge Inc	84100 Bellingrath Rd Theodore, AL 36582	251-327-4948	Non-DBE
Vulcan Materials	200 Urban City DC Birmingham, AL	35242 251-213-2187	Non-DBE
Couch Aggregates	2640 Claudia Ln Theodore, AL 36582	850-461-9876	Non-DBE

Alabama Department of Transportation
ALDOT Form DBE 10 Instructions

Revised 5-2015

Block Number	Instructions
1.	ALDOT Project Number
2.	County
3.	Region
4.	Prime Contractor For the Project
5.	DBE for this Report
6.	Date of Report
7.	ALDOT Estimate Number
8.	Work Period for this Estimate (Beginning Date - Ending Date)
9.	Description of Work - Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Forms, etc.)
10.	Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11.	Unit Price of Work
12.	Units
13.	Units of Work Accomplished this Period
14.	Amount Performed for this Period (Block 11 times Block 13)
15.	Units Performed to Date
16.	Amount Performed to Date (Block 11 times Block 15)
17.	Comments Pertinent to this DBE-10
18.	Total of Amounts in Block 14
19.	Total of Amounts in Block 16
20.	Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

Submittals:

1) Invoices are required for all supplier and manufacturer credit.
2) Tickets are required for all "Stocking the Plant" hauling.
3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (i.e. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

Notes:

1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

Rev. 5-2015

ALDOT FORM DBE-10

1 Project Number			2 County		3 Region
4 Prime Contractor			5 DBE:		
6. Date	7 ALDOT Estimate		8 Estimate Period	From	To

9 Description of Work (Pay Item No. & Description)		10 Type Firm (C/S/M/BF)	11 Unit Price	12 Units	13 Units Worked	14 Amount Performed this Period	15 Units Performed to Date	16 Amount Performed to Date
Pay Item No.	Item Description							
17. Comments:						18. Total:		19. Total:

20. Signature of Authorized Representative	Printed Name & Title	Date Signed

10- Form DBE-10

Form DBE-11
Revised 1-2007

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

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 Parker Smith Inc. (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 No: ALDOT PROJECT NO. TAPMB-TA24(945)
CITY OF MOBILE PROJECT NO. 2024-3005-17

Project: DOWNTOWN SIDEWALK IMPROVEMENTS
Project Description: Construction of Curb Ramps and Sidewalk Improvements

City of Mobile Project Number 2024-3005-17, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,000,000.00)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these

Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

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

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCrory & Williams, Inc.

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", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY 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, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have

been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the

CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

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

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for three consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.

- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.

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 City CIP and a Tap Grant. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

RD Barten Sr (Print)

ATTEST:

_____

ITS SECRETARY

Tom Smith (Print)

6/

DATE

Corporate Seal

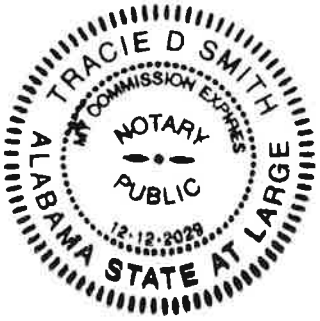
STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned. Notary Public in and for said County in said State, hereby certify that Robert D. Parten Sr., whose name is signed to the foregoing instrument in the capacity of Vice President of Parten Smith Inc 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 26th day of June, 2026.

Tracie D Smith

NOTARY PUBLIC My Commission Expires: 12/12/2029



SUPPLEMENTAL CONTRACT PROVISION

DOWNTOWN SIDEWALK IMPROVEMENTS

PROJECT NO. 2024-3005-17

BIDS RECEIVED: June 3, 2026 @ 2:30 P.M.

1. The Contract Low Bidder was determined by the sum total of the "Base Bid + Additive Bid I + Additive Bid II". The low bid was $825,000.00.

2. The contract amount awarded is based on the available funding of $1,000,000.00.

3. Payment will be based on the contractors bid unit prices.

4. The bid quantities were estimated and may increase or decrease during construction up to the awarded amount, as directed by the Engineer.

CONTRACTOR:

_____

WITNESSES: **AN INDIVIDUAL**

_____ _____(Print)

_____(Print)

Porter Smith, Inc.

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ATTEST: ITS PRESIDENT

Tom Smith Robert D. Porter, Sr (Print)

ITS SECRETARY

Tom Smith (Print) **Corporate Seal**

_____

DATE

SUPPLEMENTAL CONTRACT PROVISION 2

DOWNTOWN SIDEWALK IMPROVEMENTS

PROJECT NO. 2024-3005-17

BIDS RECEIVED: June 3, 2026 @ 2:30 P.M.

1. All references to the Alabama Department of Transportation Standard Specifications for Highway Construction shall be updated to the 2026 Edition.
2. All references to the Alabama Department of Transportation Standard and Special Drawings for Highway Construction shall be updated to the 2026 Edition.

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

Parten Smith, Inc.

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

ATTEST: _____

Robert D. Parten, Sr. (Print)

ITS SECRETARY

Thomas R. Smith, Jr. (Print)

Corporate Seal

_____

DATE

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To BE Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number: TAPMB-TA24 (945)

County: Mobile

Contractor: Parten Smith, Inc.

Mailing Address: P.O. Box 189 (Street) St. Elmo (City) AL (State) 36568 (Zip)

Telephone Number: 251 (A.C.) 957-1555

Employer Identification Number: 46-3978998

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

Amount of Contract: $ 1,000,000.00

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed: _____ Date: _____

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

13 - Affirmative Action To Ensure Equal Employment Opportunity

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number: TAPMB-TA24(945) 2024.305-17

County: Mobile

Contractor: Parten Smith. Inc.

Mailing Address: P.O. Box 189 (Street) St. Elmo (City) AL (State) 36568 (Zip)

Telephone Number: 251 (A.C.) 957-1555

Employer Identification Number: 46-3978998

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: $ 521,227. ≈

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed: _____ (Contractor's Representative) Date: _____

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

13- Affirmative Action To Ensure Equal Employment Opportunity

PERFORMANCE BOND

KNOW ALL MEN: That we Parten Smith, Inc., 8765 Beverly Road Extension, Irvington, AL
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240 - 8424
(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 Dollars and 00/100-------- dollars ($ 1,000,000.00--), 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 **TAPMB-TA24(945) and 2024-3005-17 DOWNTOWN SIDEWALK IMPROVEMENTS** 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)

Parten Smith, Inc.

(Corporate Name)

BY: _____

(Signature)

ATTEST: _____

(Signature)

Robert D. Parten, Sr

(Print)

Thomas R. Smith, Jr (Print)

ITS: **Vice President**

ITS: **Secretary**

(Title)

(Title)

FCCI Insurance Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

ATTEST: _____

(Signature)

Thomas J. Bole

(Print)

Sharon E. Griffith (Print)

ITS: **Attorney-in-Fact**

ITS: **Sr Account Manager - Surety**

(Title)

(Title)

Corporate Seal

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SEAL 1994

1-IONA-3592-NA-04, 7/2021

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.

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Parten Smith, Inc., 8765 Beverly Road Extension Irvington, AL 36544 as Principal and FCCI Insurance Company, 6300 University Park Sarasota, FL 34240 - 8424 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 Dollars and 00/100--- Dollars ($ 1,000,000.00--) 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 **TAPMB-TA24(945) and 2024-3005-17 DOWNTOWN SIDEWALK IMPROVEMENTS** 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)

Parten Smith, Inc.
(Corporate Name)

BY: _____
(Signature)

Robert D. Parten, Sr
(Print)

ITS: **Vice President**
(Title)

ATTEST: _____
(Signature)

Thomas R. Smith, Jr (Print)

ITS: **Secretaryt**

FCCI Insurance Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Thomas J. Bole
(Print)

ITS: **Attorney-in-Fact**
(Title)

ATTEST: Sharon E. Griffith
(Signature)

Sharon E. Griffith (Print)

ITS: **Sr Account Manager - Surety**

Corporate Seal

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

SEAL 1994

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

INSURANCE REQUIREMENTS

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

5. Certificate of Liability Insurance Endorsement Page

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

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, 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.

CITY OF MOBILE SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

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

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

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

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

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

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the 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 ENGINEER. 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) A, B, C, D, E):

618.D.01

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

618.D.02

Materials
Materials shall conform to Section 618 of the 2022 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- and are not included in Pay Item 618-D.

6. ITEM 618- *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 idt m 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. Omitted

8. Omitted

9. Omitted

10. 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.

11. 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.

2. ITEM 690-A *PROJECT SIGN :*

690.A.01

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

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

13. 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 2022 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.

14. ITEM 999-X, *WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER:*

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials
All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile.

Construction Requirements
The equipment used for the installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement
All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the ENGINEER or the CITY ENGINEER.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

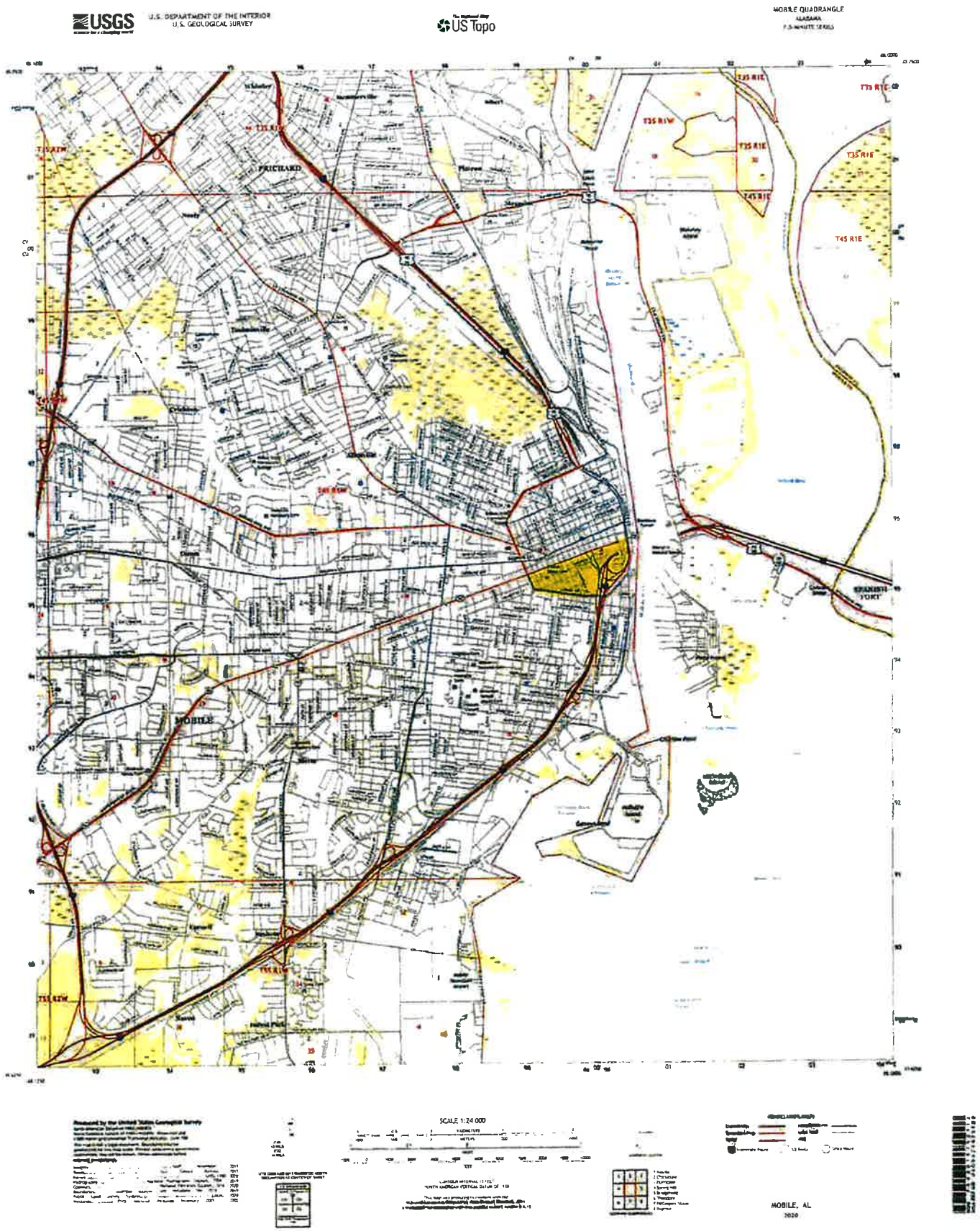
$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sun value of pay item (in dollars)}} = \text{Amount Payable (in percent)}$$

b. PAYMENT

Payment shall be made under Item No. 999X-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

ATTACHMENT "A"

LOCATION


USGS
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
US Topo
MOBILE QUADRANGLE
ALABAMA
7.5-MINUTE SERIES
T35 R1W
T35 R1E
T45 R1E
PRICHARD
MOBILE
SPANISH FORT
SCALE 1:24 000
MOBILE, AL
2020

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2026

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
2670 Union Avenue Extended, Suite 100
Memphis TN 38112

License#: 2081754

CONTACT NAME: Carla Harlan
PHONE (A/C, No, Ext): 901-321-1154
FAX (A/C, No): 901-321-1099
E-MAIL ADDRESS: CHarlan@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity	23280
INSURER B : The Sheffield Fund	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Parten Smith Inc.
8765 Beverly Rd. Ext.
Irvington AL 36544
PARTSMI-02

COVERAGES **CERTIFICATE NUMBER:** 96174972 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			ENP0776125	4/23/2026	4/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ENP0776125	4/23/2026	4/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ENP0776125	4/23/2026	4/23/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: Y	N / A	HDO G48956300	4/23/2026	4/23/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented/Leased Equipment			ENP0776125	4/23/2026	4/23/2027	Limit	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Candice Parten is excluded from Workers Compensation coverage.

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2026

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
Higginbotham Insurance Agency, Inc.
2670 Union Avenue Extended, Suite 100
Memphis TN 38112

License#: 2081754

CONTACT NAME: Carla Harlan
PHONE (A/C, No, Ext): 901-321-1154 **FAX (A/C, No):**
E-MAIL ADDRESS: CHarlan@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity	23280
INSURER B : The Sheffield Fund	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Parten Smith Inc.
8765 Beverly Rd. Ext.
Irvington AL 36544

PARTSMI-02

COVERAGES **CERTIFICATE NUMBER:** 1976436324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	ENP0776125	4/23/2026	4/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ENP0776125	4/23/2026	4/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	ENP0776125	4/23/2026	4/23/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HDO G48956300	4/23/2026	4/23/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Candice Parten is excluded from Workers Compensation coverage.

Certificate Holder is additional insured on a primary and noncontributory basis with waiver of subrogation with respect to General Liability, Auto Liability, and Umbrella Liability per forms GA 233 01/26 "Contractors' Commercial General Liability Broadened Endorsement", AA 42 72 09/10 "CinciPlus Business Auto Expanded Coverage (XC) Endorsement", US 101 09/20 "Commercial Umbrella Liability Coverage Form" and US 0496 01/21"Automatic Primary and Non-Contributory Coverage Endorsement" where required by written contract with Named Insured executed prior to loss, subject to policy terms and conditions.
Project Name: 2024 TAP DOWNTOWN SIDEWALK IMPROVEMENTS
Project Number: 2024-3005-17
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PARTSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Parten Smith Inc. 8765 Beverly Rd. Ext. Irvington AL 36544
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

City of Mobile is additional insured on a primary and non-contributory basis with waiver of subrogation as respects General Liability, Auto Liability, and Umbrella Liability per the above. Waiver of subrogation applies in favor of City of Mobile with respect to Workers Compensation per the above. 30 day notice of cancellation applies in favor of City of Mobile with respect to General Liability, Auto Liability, Umbrella Liability and Workers Compensation.

ACORD 101 (2008/01)

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Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, DBE UTILIZATION REPORT, AND SECRETARY OF STATE REGISTRATION

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7957
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Parten Smith, Inc.
Address	8765 Beverly Rd. Ext. Irvington, AL 36544
Telephone	251-957-1555
E-Mail	Carl@psinc.biz

RFP/RFQ Solicitation Number	2024-3005-17
Project Description	Downtown Sidewalk Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 24 Female 2 Minority 5 Non-minority 21 SDVO 4 Total #of Employees 26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert D. Parten, Sr.

Signature: _____ Date: 6/3/26

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Carl Hanke Title: Estimator

Email: Carl@psinc.biz Phone: 251-957-1555

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company Parton Smith, Inc. Your Bid/Proposal Amount $ $825,000.00 Date: 6-3-24

2024/3005.17 Description Downtown Sidewalk Improvements

Name of Bidder/Proposer: Robert D. Parton, Sr.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C+A Quality Construction	251-447-8167	Concrete Labor/Sub	$153,165.33	18.6%	Yes	
Jubilee Construction Servic	251-219-7763	Asphalt/Sub	$9,450. ✓	1.1%	NO	
Bay Concrete	251-957-0490	Concrete Supplier			NO	
Bayou Concrete	228-868-2164	Concrete Supplier			NO	
Evans + Company	251-633-6008	Material Supplier			Yes	
Badger Inc.	251-227-4941	Hydro Excavator/Sub	$17,600. ✓	2.1%	NO	

Alabama UCP Certified DBE

Firm Name	Contact	Adress	Phone	Email
C AND A QUALITY CONSTRUCTION, LLC	BERNARDA RAMOS ORELLANA	9351A HWY 188	(251)447-8167	rcaridad42@gmail.com

NAICS_Codes
238110 - POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

Work Code	Specialty
984	POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

Agency	Certification
Alabama Department of Transportation	DBE/Pending

Alabama UCP Certified DBE

Firm Name	Contact	Adress	Phone	Email
EVANS AND COMPANY, INC.	JULIE HOLLAND	7930 ZEIGLER BLVD	(800)832-4521	julie@evansandcompanyinc.com

NAICS_Codes
423390 - OTHER CONSTRUCTION MATERIAL MERCHANT WHOLESALERS

Work Code	Specialty
995	OTHER CONSTRUCTION MATERIALS MERCHANT WHOLESALERS

Agency	Certification
Alabama Department of Transportation	DBE/Pending

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Parker Smith, Inc.

Contact Person: Carl Hawke Phone 251-957-1555 Email carl@psinc.biz

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

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

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

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

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

_____

_____

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN APR JULY OCT
FEB MAY AUG NOV
MARCH JUNE SEPT DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of Porter Smith, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Porter Smith, 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 Porter Smith, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1153468.

CEO of Porter Smith, Inc

Sworn to and subscribed before me this the 3rd day of June, 2026.

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

Signature and Seal of Notary Public

ALBERT CARL HANKE JR
Notary Public
Alabama State at Large

My Commission Expires
August 28, 2027

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. 2024-3005-17
ALDOT PROJECT NO. TAPMB-TA24(945)
DOWNTOWN SIDEWALK IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
PROJECT NO. 2024-3005-17
O O O. 2 9
DOWNTOWN SIDEWALK IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for three (3) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

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

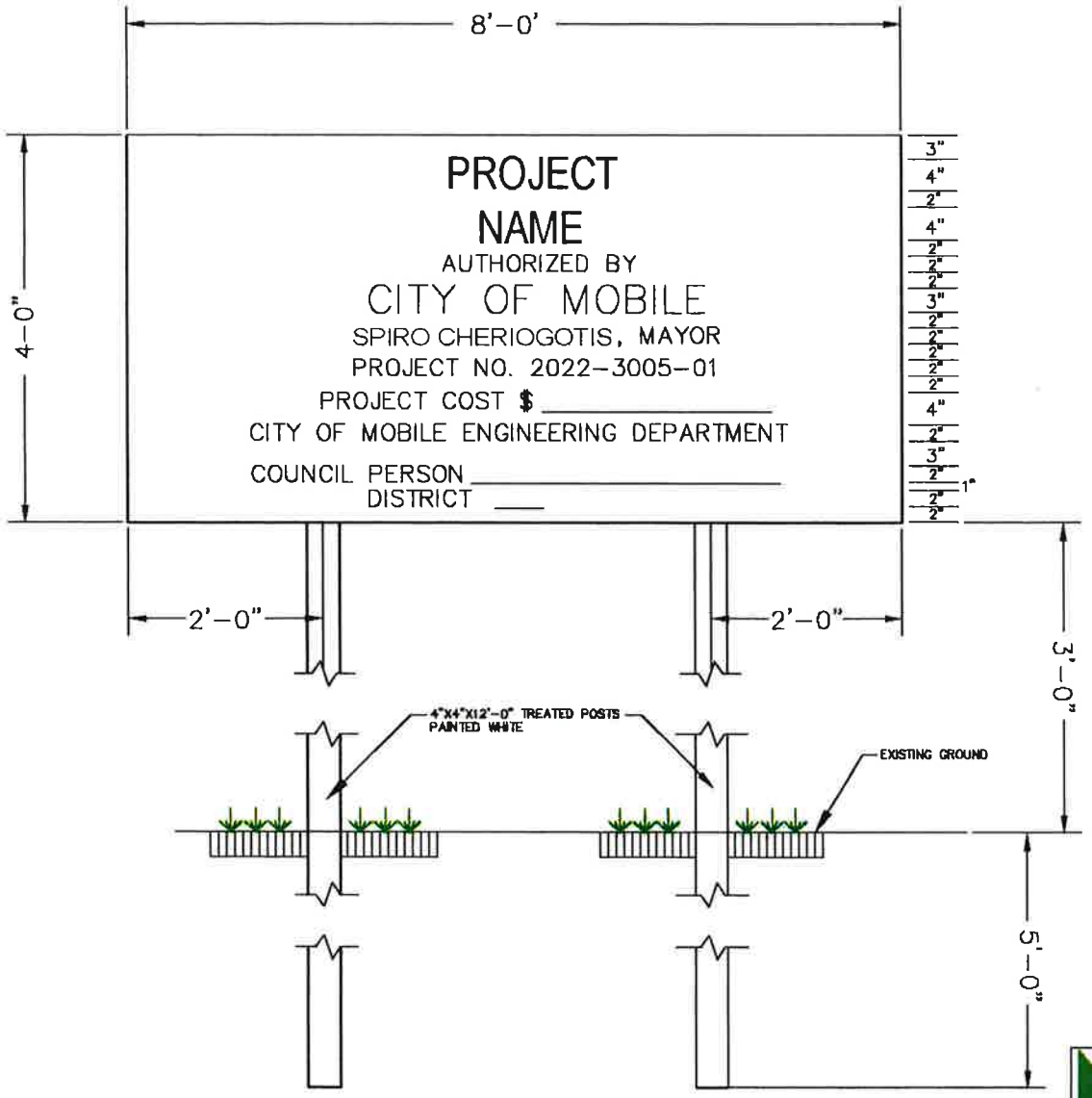
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAIL

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

ATTACHMENT "F"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property,

materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for -Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6-3-26

Name of Project: **DOWNTOWN SIDEWALK IMPROVEMENTS**
Project Number: **2024-3005-17**

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:	$ 21,284.=
ADDITIVE ALTERNATE I:	$ 4,316.=
ADDITIVE ALTERNATE II:	$ 3,564.=

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 Parten Smith, Inc.

Mailing Address 8765 Beverly Rd. Ext Irvington, AL 36544

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

*Name (type or print) Robert D. Parten, Sr. (Seal)

*Title Vice President

Telephone Number 251-957-1555



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Jason Smith, Director

Sponsored by:
Curits Graves, Public Safety Director

Purpose and Scope of Project:
Authorize agreement with Protec Video (Vendor ID294102)for the Gulf Coast Technology Center: $695,000.00 (10041502/42200) Sponsored by Curtis Graves and Mayor Spiro Cheriogotis. Submitted by Jason S. Smith_Director-Gulf Coast Technology Center

Amount of Contract:
$695,000.00

Funding Source
10041502/42200

ATTACHMENTS:
1. Protec Video_FY2027 Contract
2. PROTEC VIDEO

REVIEWERS:
Rebecca Turk
Logan Gewin
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 MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively for and on behalf of the City of Mobile, a Contract by and between the City of Mobile, and the company listed below, for work as outlined in the Contract attached hereto and made a part hereof as though set forth in full. A copy of said Contract is on file in the office of the City Clerk.

Name of company: PROTEC VIDEO, LLC

Project name: PROTEC VIDEO, LLC ANNUAL SERVICE CONTRACT

Amount: NTE $695,000.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Matthew Anderson, Dir Of Public Services

Sponsored by:

Purpose and Scope of Project:
In 2023, Council authorized Mayor to operate 36months of a 60- Month Contract with Samsara Inc for vehicle dash camera services for Risk Management and Fleet Management. This resolution authorizes Mayor to operate final two years of previously approved contract through Aug 2028,

Amount of Contract:
Total amount over 5-years NTE $1,400,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 2026 Samsara Extend Agenda Package

REVIEWERS:
Donald Rose
Logan Gewin
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 August 2026 (Date) Item No. _____

Submitted by: Risk Management/Public Services (Department) Daniel Davis/Matt Anderson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Joe Snowden/Admin Svs;Shonnda Smith/Public Wks (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Allow Mayor to complete final 2 years of Contract with Samsara Inc

PURPOSE & SCOPE OF PROJECT:

In 2023, Council authorized Mayor to operate 36months of a 60- Month Contract with Samsara Inc for vehicle dash camera services for Risk Management and Fleet Management. This resolution authorizes Mayor to operate final two years through Aug 2028, General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $1,400,0000 over 5 years

FUNDING SOURCE:

Budget Item: 70007000 42115 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon Signature

Renewal date of contract (if applicable): N/A

If not bid, state reason: GSA Contract GS-35F-327GA

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, the continuance of a contract, by and between the City of Mobile and Samsara, Inc., dated July 23, 2023, as amended September 5, 2024, for its remaining two years, in a total amount not to exceed $1,400,000.00 over the five-year duration of the contract, to provide fleet vehicle camera services and equipment, as outlined in the agreement and amendment attached hereto and made a part hereof as though set forth in full.

A copy of said agreement and its amendment are on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by:

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, a contract, by and between the City of Mobile and Samsara, Inc., for three years, for $646,426.00 , to provide fleet vehicle camera services and equipment, 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: JUL 24 2023

City Clerk

samsara

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-793868

Issued 06-05-2023

Expires 07-14-2023

GSA Contract #: GS-35F-327GA

Prepared For:
City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

Quote Summary

	Subtotal
Hardware and Accessories	$0.00
Licenses License Term – 60 Months	
Installation	$70,000.00
Installation	($70,000.00)
Shipping and Handling	$2,026.00
Upfront Hardware Sales Tax	$0.00
Annual License Sales Tax	$0.00
First Year Payment	**$216,826.00**
Payments Beginning Year Two	**$214,800.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Charles Hines
2851 Old Shell Road
Mobile, Alabama, 36607
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	500	$0.00	$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	300	$0.00	$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	300	$0.00	$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	200	$0.00	$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	200	$0.00	$0.00
	Hardware Due		$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	500	$264.00	$132,000.00
		Annual License Due	$132,000.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	500	$165.60	$82,800.00

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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Annual License Due	$82,800.00

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Initial installation services will be provided by an installation partner recommended by Samsara at no cost to the Customer. The time for installation will be mutually agreed upon by Customer, Samsara and any third-party provider as applicable. The Parties agree that to the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services, notwithstanding any acceptance or delivery requirements or delays with respect thereto

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

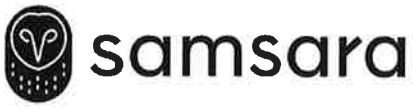
Signature: W J Stimpson

Print Name: William S. Stimpson

Date: 7/25/23

Title: Mayor

ATTEST: City Clerk



This Master License and Services Agreement is entered into as of June 28, 2023 ("**Effective Date**"), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 ("**Samsara**") and City of Mobile, an Alabama municipal corporation and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 205 Government St, Mobile AL 36602 ("**Customer**" and, collectively with Samsara, the "**Parties**"). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this "**Agreement**"), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. Certain Definitions. The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 "**Account**" means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 "**Authorized User**" means Customer's employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 "**Customer Data**" means data captured by Customer's use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 "**Documentation**" means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 "**Equipment**" means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 "**Firmware**" means software embedded in or otherwise running on the Hardware.

1.9 "**Hardware**" means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

1.10 "**Hosted Software**" means Samsara's cloud-hosted software platform, including the interface accessed online.

1.11 "**License Expiration Date**" means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer ("**Initial Term**"), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.12 "License Start Date" means (a) the license start date described in the applicable Order Form; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order: (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to

Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term.

1.13 "**Malicious Code**" means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.14 **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

1.15 **"Order Form"** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.16 **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.17 "**Products**" means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.18 "**Professional Services**" means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.19 "Purchase Order" means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.20 "Quote" means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.21 "**Refund**" means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.22 "**Renewal Term**" means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.23 "**Samsara Software**" means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.24 "**Samsara Software Systems**" means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.25 "**Services**" means the Samsara Software and Professional Services.

1.26 "**Support Services**" means the customer support services described at https://www.samsara.com/support and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara's direct competitor, as determined in Samsara's sole discretion, except with prior written consent.

3. Changes to Terms. Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the

applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Except as otherwise noted in the Quote, Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section in Exhibit B.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume sole responsibility and all risk, and waive and release Samsara from any claimsdirectly or indirectly arising from or related tothe Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of

Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Products(i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at https://www.samsara.com/legal/data-protection-addendum reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by the receiving Party without use or knowledge of or reference to any

Confidential Information of the disclosing Party; or (v) as otherwise required by law subject to the terms of this Section.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy), Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination for Material Breach. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the

applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term) , 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver), 21 (Governing Law), and 22 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of Exhibit B (Samsara Hardware Warranty and RMA Policy).

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Indemnification and Limitation of Liability

18.1 General Indemnification. Samsara will indemnify, defend and hold harmless Customer and its Affiliates, officers, directors, and employees, from and against any and all liabilities, losses, damages, claims, actions, proceedings, suits, costs, or expenses, including reasonable attorney fees for counsel retained by Customer relating to any third-party claims (collectively, "**Losses**"), to the extent directly arising out of any fraudulent, grossly negligent, reckless, or willful act or omission of Samsara or its employees, representatives, agents or contractors.

18.2 Third Party Intellectual Property Indemnification. Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

18.3 No Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.4 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM OR EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

18.5 EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

22.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

22.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation,

please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

22.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

22.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.5 Samsara 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 any work subcontracted to perform under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

22.6 The Parties affirm, for the duration of the Agreement, that they will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for any damages resulting therefrom.

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

22.8 **Compliance with Alabama 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.

22.9 **Boycotts**: By signing this contract, 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.

22.10 **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 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:

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

c. Professional liability insurance: Contractor 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.

d. Workers compensation that meets statutory requirements

22.11 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.12 Financed Purchases and Other Payment Arrangements. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by this Agreement, or Samsara's obligations to you under this Agreement. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

22.13 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at https://www.samsara.com/company/contact/ than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.

Email: legalnotices@samsara.com

Telephone: (415) 985-2400

Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

22.14 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Mobile:	Samsara Inc.
By: W Stimpson	By:
Name: William S. Stimpson	Name: Ming Tam
Title: Mayor	Title: Vice President, Legal
Date: 7/25/23	Date: June, 27, 2023

ATTEST: City Clerk

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 27, 2023 in Belmont (city),

California (state) _____ (Zip Code) 94002

Signature of Authorized Officer or Agent

Ming Tam, Vice President, Legal

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 27 day of June, 2023, by Ming Tam,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. SANCHEZ
Notary Public - California
Santa Clara County
Commission # 2334261
My Comm. Expires Oct 22, 2024

(Seal)

Signature

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of ship2ment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "Normal Use Conditions" means ordinary use as intended under intended conditions in accordance with the Documentation.

Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization ("RMA") under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model
- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

HARDWARE UPGRADE OPTION AS NECESSARY FOR RENEWAL LICENSE ENABLEMENT

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to the License Expiration Date of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "SLA") is subject to the Parties' Master License and Services Agreement ("Agreement") and sets forth Samsara's obligations and Customers' rights with respect to the performance of Samsara's Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

"Downtime" means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered downtime but may be covered under Samsara's Hardware Warranty Policy set forth in the Hardware Warranty Policy section of Exhibit A (Samsara Hardware Warranty and RMA Policy).

"Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Service Credit" means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer's invoice after receipt of timely written notice of Samsara's failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Monthly Uptime Percentage of at least 99.99% in any calendar month (the "Service Level Warranty"). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Agreement or this SLA, then Customer will be eligible to receive a Service Credit as follows:

Monthly Uptime Percentage	**Number of Days of Service Credit**
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Downtime caused in part or in full by any of the following: (i) strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products(iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Firmware or Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2023

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

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

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

121911378--GAUW-22-23

CONTACT NAME: Myream Munoz
PHONE (A/C, No, Ext): 408 467 5651 **FAX (A/C, No):**
E-MAIL ADDRESS: myream.munoz@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company Of America	25674
INSURER B : The Charter Oak Fire Insurance Company	25615
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E : N/A	N/A
INSURER F :	

INSURED
Samsara Inc.
1 De Haro
San Francisco, CA 94107

COVERAGES **CERTIFICATE NUMBER:** SEA-003922925-07 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC OTHER:	X		H-630-7T125273-TIL-22	08/28/2022	08/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BA-7T132381-22-I3-G	08/28/2022	08/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-7T345706-22-I3-G UB-7T133003-22-I3-G	08/28/2022 08/28/2022	08/28/2023 08/28/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is additional insured with respect to General Liability and Auto where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Myream Munoz

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01-819 **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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, Addendum 1 to the Agreement, by and between the City of Mobile and Samsara, Inc.. dated July 25, 2023, for Fleet Vehicle Camera Services, to provide the option to purchase additional quantities and types of fleet vehicle camera services and equipment, as outlined in the agreement amendment attached hereto and made a part hereof as though set forth in full, and to increase the amount authorized to be spent under the agreement to not exceed $800,000.00 over the agreement term.

A copy of said agreement amendment is on file in the Office of the City Clerk.

Adopted:

SEP 03 2024

City Clerk

Addendum 1 to Agreement for Fleet Vehicle Camera Services

THIS ADDENDUM No. 1 to ("Addendum") is entered into on this second day of August, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Samsara Inc. ("Service Provider").

RECITALS

A. Service Provider and the City entered into an Agreement for fleet vehicle camera services on or about July 25 2023, (collectively, the 'Agreement") for a sixty-month period to expire July 24, 2028.

B. The Quote Summary section of the Agreement sets a Rate Schedule for services provided for 500 dual facing cameras, associated equipment, and licenses for both the cameras and gateways.

C. The City desires to increase the number of dual-facing drive cameras and gateways to up to 750, and be billed according to the actual number of cameras and gateways in the applicable Add-On Order Form (as defined below).

D. The City desires to add camera connectors, licenses, and connectivity, for up to 30 trash collection vehicles at the discretion of the City in an applicable Add-On Order Form.

E. The City desires to add up to 100 assets tags and licenses for the tracking of other selected City capital assets in an applicable Add-On Order Form.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

A. The services, terms, and conditions of the Agreement remain in effect.

B. Samsara Quote # Q-896393 (the "Order Form") is added to the Agreement to supplement the additional optional equipment and services, to include any additional installation fees, shipping fees, hardware and accessories, licenses, and bundles. The quote will run concurrently with the existing agreement, referencing GSA Contract GS-35F-327GA.

C. Subject to the applicable Samsara Software license terms, during the Initial Term of the Order Form ("Initial Order Form"), Customer has the option to order additional Products at the same pricing as the Products originally purchased under

the Order Form. This option applies only to Products of equivalent functionality originally purchased under the Initial Order Form. The Samsara Software license term of any add-on Order Form ("**Add-On Order Form**") will be set to match the then-remaining license term of the Initial Order Form, so that the Initial Order Form license term and the Add-On Order Form license term expire on the same date. The total cost of the Samsara Software licenses for an Add-On Order Form will be prorated based on their actual license term, rounded up to the nearest month, as compared to the full then-active license term of the Initial Order Form. For clarity, any order of additional Hardware under this provision requires purchase of a new license for the applicable Samsara Software for each such Hardware unit.

D. The City Public Services director is the City's designated representative for ordering services under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement 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 Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, Samsara Inc.

A. Eltawkhy _____, Its Executive VP, Chief Legal Officer (title)

On behalf of Service Provider

August 2, 2024 Date

CITY

_____

Its Mayor

9/5/24 Date

SEAL OF THE CITY OF MOBILE, ALABAMA — FROM ENCHANTING TRADITION ENDURING PROGRESS — MOBILE ALABAMA — FOUNDED 1702

ATTEST:

Lana Pafenbach

ASSISTANT City Clerk

9·5·24 Date

Exhibit A
Samsara Quote

Rest of Page Intentionally Blank
Quote on Following Page

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-896393

Issued 07-29-2024

Expires 08-09-2024

GSA Contract #: GS-35F-327GA

Prepared For:
City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

Prepared By:
Lisa Page
lisa.page@samsara.com

Quote Summary

	Subtotal
Hardware and Accessories	USD $0.00
Licenses License Term – 36 Months	
Shipping and Handling	USD $1,206.00
Upfront Hardware Sales Tax	USD $0.00
Annual License Sales Tax	USD $0.00
First Year Payment	USD $148,206.00
Payments Beginning Year Two	USD $147,000.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

samsara

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Charles Sumrall
770 Gayle St
Mobile, Alabama, 36604
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 4 HW-CM34	250	$0.00	$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	250	$0.00	$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	250	$0.00	$0.00
AHD Camera Connector (1 camera) HW-CM-AHD1	100	$0.00	$0.00
Extension Cable for Camera Connector CBL-CM-B3AU	100	$0.00	$0.00
AT11 - Unpowered Asset Tracker HW-AT11	100	$0.00	$0.00
		Hardware Due	USD$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	250	$264.00	$66,000.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	250	$165.60	$41,400.00
License for HD Camera Connector (1 camera) LIC-CM-AHD1	100	$300.00	$30,000.00
Asset Tag License LIC-AT-TAG	100	$96.00	$9,600.00
		Annual License Due	USD $147,000.00

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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

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San Francisco, CA 94107
www.samsara.com

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

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San Francisco, CA 94107
www.samsara.com

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

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Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

AGENDA ITEM SUMMARY SHEET

Agenda of: August 18, 2026

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
This is a 3-year software license agreement with Tyler Technologies, Inc. for the continued service and support of the City's financial and records management enterprise Software as a Service ("SaaS") solutions. All Tyler Technologies services licensed to the City are covered in this agreement, including Enterprise ERP (fka "Munis"), Enterprise Permitting & Licensing (fka "EnerGov"), Municipal Justice (fka "Incode"), Enterprise Public Safety Record Management System, and Enterprise Records and Fire Prevention Mobile ("fka MobileEyes"). **NOTE: Mayor Cheriogotis is requesting City Council to approve on first read.**

Amount of Contract:
7,418,460.44

Funding Source
10045000.42115

ATTACHMENTS:
1. Resolution
2. Cover letter
3. Tyler SaaS Agreement

REVIEWERS:
Scott Kearney
Scott Kearney
Donna Bryars
Cherlina Monteiro
James Barber

2026

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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, a contract, by and between the City of Mobile and Tyler Technologies Inc. for provision of enterprise software products and services in support of financial and record management processes, for three years from the date of approval, in the amount of $7,418,460.44, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

August 13, 2026

Re: Tyler Technologies Software Agreement

I am requesting approval of a software license agreement with Tyler Technologies, Inc. for the continued service and support of our financial and records management enterprise SaaS solutions. This proposed three-year agreement has a total cost of **$7,418,460.44**.

Since 2014, the City has relied on Tyler Technologies' Enterprise ERP and Enterprise Permitting & Licensing systems to support all Financial, Revenue, Business License, Human Resources, Build Mobile Permitting and Zoning, Municipal Enforcement, and Payroll operations. This new agreement also includes upgrading the Tyler Public Safety Pro Record Management System (RMS) to the Enterprise level to meet the Police Department's increasing needs for efficient data processing, reporting, and case management.

Scott Kearney

Chief Technology Officer

SOFTWARE AS A SERVICE AGREEMENT

This 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 ("Client"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and Tyler Technologies Inc.("Tyler"), a corporation authorized to do business in Alabama with its principal office at 5101 Tennyson Parkway, Plano, TX 75024.

WHEREAS, Client seeks Tyler's Software as a Service ("SaaS") Services of the Tyler Software known as Enterprise ERP (fka "Munis"), Enterprise Permitting & Licensing (fka "EnerGov"), Municipal Justice (fka "Incode"), Enterprise Records and Fire Prevention Mobile ("fka MobileEyes");

WHEREAS, Tyler seeks to provide and Client to receive and pay for SaaS Services from Tyler as set forth in the Investment Summary under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order

Form, the Effective Date is the date your authorized representative signed the Order Form.

- **"Force Majeure"** means an event beyond the reasonable control of Parties, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Client or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client's governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. Client may add additional users or additional data storage capacity on the terms

set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). Client acknowledges that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Client's right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler shall notify the Client without undue delay and in no event later than seventy-two (72) hours after discovery of any confirmed security breach, (meaning a confirmed unauthorized access or disclosure of Data protected under applicable data breach notification laws) or earlier if required by applicable law. Initial notice shall describe known facts, such as affected systems/data, preliminary containment steps, and a point of contact. Tyler shall (i) promptly take containment, mitigation, and remediation measures designed to remediate the applicable breach of security; (ii) cooperate reasonably with the Client, to investigate and resolve the incident in a timely manner; (iii) preserve evidence; and (iv) document responsive actions taken related to the breach of system security, including any post-incident review and actions taken to make changes in business practices in providing the work, to the extent reasonably necessary.

      3.4.1. To the extent Tyler negligently or willfully breaches its security obligations under this Agreement, Tyler will reimburse Client for reasonable direct costs that Client is legally required to incur under applicable data breach notification laws provided such costs directly result from a confirmed breach of Client Data. Client must provide Tyler with reasonable documentation of such costs prior to reimbursement.

      3.4.2. Except as otherwise required by applicable law, regulation, or a binding order of a governmental authority, neither party shall use the other party's name or trademark in any public statement, press release, or other publicity regarding

the occurrence, scope, cause, or consequences of a confirmed breach of Data without the prior written consent of the other party, which consent shall not be unreasonably withheld.

3.5. Databases. Prices include Test Train, and Production environments.

3.6. Within U.S. Tyler shall not store any Client Data outside the United States.

3.7. Data Return. In the event this agreement is terminated for any reason, and upon reasonable and advance notice Tyler will make all Data available to Client in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler for no additional cost.

4. Restrictions.

4.1. You may not:

4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;

4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;

4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or

4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the

SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

6.5. *Password Security*. You are responsible for:

6.5.1. keeping your and your representatives' passwords secure and confidential;

6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and

6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in Exhibit A.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Exhibit A. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than thirty(30) calendar days in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within thirty (30) calendar days of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. Tyler employees undergo criminal background checks and are required to sign Tyler confidentiality agreements and acknowledge Tyler's security policies as a condition of employment. Tyler employees and contractors are required to complete annual privacy and security training. Tyler endeavors to ensure that its vendors, contractors, and third parties comply with industry standard security and privacy measures.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our

then-current Support Call Process;

9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;

9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-

Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years commencing the first day of the month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. Notwithstanding any provision to the contrary, this Agreement is subject to the continuing appropriation of funds by the City of Mobile in accordance with applicable Alabama law. In the event that sufficient funds are not appropriated or otherwise made legally available for the continued performance of this Agreement, the City may terminate this Agreement upon thirty (30) days' written notice to Tyler, without penalty or further obligation beyond payment for services properly rendered through the effective date of termination. The Client shall not be entitled to a refund of fees previously paid for services already provided. Nothing herein shall be construed to obligate the Client to appropriate funds or to limit the Client's statutory budgeting authority. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. Data Breach Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for our violations of the confidentiality provisions of Section G(16) of this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

4. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

5. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TWO TIMES (2X) TOTAL FEES PAID AS OF THE TIME OF THE CLAIM FOR THE APPLICABLE SOFTWARE; OR (ii) DURING ANY RENEWAL TERM, TWO TIMES (2X) THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM FOR THE APPLICABLE TYLER SOFTWARE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS**

AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

6. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $3,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000.

8. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide copies of Certificates of Insurance ("COI") and blanket endorsements as listed below and included in the "Descriptions of Operations" box of the COI.

    - Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile, except workers compensation insurance and professional lability/cyber protection
    - Additional Insured - All policies of insurance shall be endorsed to include City of Mobile as an Additional Insured, except professional liability insurance, and workers compensation insurance.
    - Primary Insurance - All policies of insurance, except professional liability insurance and workers compensation insurance, shall be endorsed to provide that Commercial General Liability, Automobile Liability and Excess/Umbrella Liability policies are primary and non-contributing with any other insurance maintained by the City of Mobile with respect to claims between the parties arising under this Agreement.
    - Notice of Cancellation - Tyler shall provide the City of Mobile prior written notice in the event of cancellation, non-renewal or material change to such insurance.
    - Certificates of Insurance - General - Within ten (10) calendar days, , from the date of issuance of Contract forms for execution, Tyler 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 blanket policy endorsements as described above. Tyler shall also be responsible for delivering policy renewal certificates to the City of Mobile.

    Copies of our certificates of insurance and policy blanket endorsements are attached hereto as Exhibit F Insurance Requirements.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. 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 as set forth above. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. Each party agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement. 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. Unless otherwise agreed in writing, the Tyler 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 provided that Client continues to pay undisputed amounts as and when due.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the

remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Promotion. Tyler may identify Client by name only in factual client listings or customer reference materials, provided that: (i) such reference does not imply endorsement by the City; (ii) no City seal, logo, trademark, or other proprietary mark is used. Upon termination or expiration of this Agreement, Tyler may identify Client solely as a former client, subject to the same restrictions.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Alabama, without regard to its conflict of laws principles.

19. Anti-Boycott. Tyler 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.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Existing SaaS Services
	Schedule 2: Additional Products and Services
	Schedule 3: Enterprise Records
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
Exhibit E	Statement of Work
Exhibit F	Insurance Requirements

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Mobile, Alabama
By: Erik Graney	By:
Name: Erik Graney	Name: Spiro N. Cheriogotis
Title: Senior Corporate Attorney	Title: Mayor
Date: May 28, 2026	Date:

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827
Attention: Scott Kearney, Chief Technology Officer, IT Dept

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

Exhibit A
Schedule 1
Existing SaaS Services

The Investment Summary details the products and services to be delivered by Tyler, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Product	Qty	Unit Price	2026 Annual Fee
Personnel			$12,834.61
Zebra GK420T Label Printer Maintenance			$193.69
Symbol LS2208 Bar Code Scanner w/intellistand Maintenance			$113.02
Alarm Tracking/Permitting Subscription Fees			$6,417.31
Mobile RMS Client Subscription Fees			$0.00
Property Room Subscription Fees			$11,667.83
Messaging/Message Board Subscription Fees			$12,834.61
Base RMS Subscription Fees			$108,568.07
Pawn Tickets Subscription Fees			$6,417.31
Tyler Court Case Management Interface (Citations & Warrants) Subscription Fees			$0.00
Sex Offender Registration Subscription Fees			$0.00
Case Management Subscription Fees			$23,335.66
Tyler Supervisions - Subscription			$35,721.00
EnerGov Hosted Report Management	2	$1,823.26	$3,646.52
Report Toolkit	1	$1,215.51	$1,215.51
Decision Engine	1	$14,896.35	$14,896.35
Virtual Labs	1	$13,230.00	$13,230.00
EnerGov Request & Enforcement Management SDK	1	$8,220.45	$8,220.45
Payments PCI Service Fee (Per Device)	9	$180.00	$1,620.00
Payments PCI Service Fee (Per Device)	11	$180.00	$1,980.00
Payments PCI Service Fee (Per Device)	2	$180.00	$360.00
Assist Basic	1	$44,100.00	$44,100.00
MobileEyes On-Board Codes - ICC			$764.40
MobileEyes Inspector Plus			$4,939.20
Onboard Codes - NFPA			$336.00
Inspector Mobile			$17,035.20
MobileEyes Contractor Portal (free to AHJ)			$0.00
INCODE Court Online Component - Annual Fee			$1,260.00
Online Record Search			$5,250.00

Tyler University			$10,500.00
Basic Network Services			$765.78
Content Manager Enterprise Web API - Subscription			$10,633.61
Defense Attorney Access			$5,249.99
Epson TM-H6000III Thermal Receipt Printer			$1,716.38
Media Plus Automated Cash Drawer - Maintenance			$591.89
Brazos Citation Issuing Device Interface Subscription Fees			$4,444.89
Court/Police (non-Incode) Interface (Import or Export of Citations/Warrants/Dispositions) Subscription Fees			$0.00
Zebra GK420T Label Printer Maintenance			$145.87
Scheduling - Subscription			$27,312.85
Content Manager Core			$27,780.55
Media Plus Automated Cash Drawer - Black, NEW -Maintenance			$243.13
Centralized Cash Collections			$26,735.16
Output Processor Server			$6,111.72
General Ledger Interface			$0.00
Officer Email Notification			$8,334.17
Court Web API Services			$9,778.76
Database ERD (Entity Resource Diagram)			$11,112.22
Criminal Court Case Mgt Subscription Fees			$260,524.97
Secure Signatures - Unlimited			$1,375.69
PACE 05 - INVESTMENT ANALYSIS	1	$0.00	$0.00
PACE 05 - TRAINING	5	$886.41	$4,432.05
PACE 05 - CONNECT PASSES	3	$1,837.50	$5,512.50
Data Access Services			$3,150.00
EnerGov e-Reviews	1	$35,294.70	$35,294.70
Purchasing			$50,617.35
EnerGov Permits and Inspections	95	$778.30	$73,938.90
General Ledger API Toolkit			$5,040.00
Project Ledger API Toolkit - Subscription			$8,679.30
Purchase Order API Toolkit - Subscription			$8,677.20

Accounts Payable Interface - Subscription			$8,679.30
Resident Access Migration			$24,335.85
Vendor Access Migration			$21,036.75
Business Licenses			$25,253.55
Project & Grant Accounting			$18,765.60
Accounting/GL/BG/AP			$107,191.35
Tyler Cashiering			$36,356.25
Accounts Receivable			$25,142.25
Bid Management			$13,438.95
Munis Analytics and Reporting			$64,648.50
Recruiting			$8,160.60
HR Management			$15,579.90
Tyler Content Manager Enterprise			$38,373.30
Maplink GIS Integration			$13,135.50
ACFR Statement Builder			$15,158.85
Contract Management			$13,685.70
General Billing			$12,489.75
Inventory			$27,199.20
Cash Management			$21,359.10
EnerGov iG Workforce Mobile	60	$465.75	$27,945.00
3rd Party Asset Management API Connector for MUNIS - SaaS			$5,786.55
Capital Assets			$27,217.05
EnerGov ESRI Integration	1	$44,640.75	$44,640.75
EnerGov Citizen Access Portal	1	$27,167.70	$27,167.70
Tyler Forms Processing			$12,117.00
Payroll - Subscription			$31,831.80
Employee Access Migration			$15,750.00
Central Property File			$1,344.00
		2026 TOTAL:	**$1,649,446.47**

Exhibit A
Schedule 2
Additional Products and Services

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Miguel Aleman
Quote Expiration:	3/31/26
Quote Name:	EPL Addl 20 CD Users and Base Software

Sales Quotation For:
MOBILE, AL CITY OF
ATTN: ACCOUNTS PAYABLE
205 GOVERNMENT STREET
MOBILE AL 36633-1827

Tyler SaaS

Description		Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software					
Community Development Suite Additional User			$ 169	20	$ 40,560
Enterprise Permitting & Licensing Extensions					
Core Foundation Bundle			$ 0	1	$ 0
Advanced Automation Bundle			$ 0	1	$ 0
	TOTAL	**5.00**			**$ 40,560**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 40,560
Total Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 40,560**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

Proposal Includes:

Core Foundation Bundle:

- Includes:
    - Hub
    - SSRS/Crystal
    - Dynamic reports
    - BMP Templates
    - Standard IO's

Advanced Automation Bundle

- Includes:
    - Intelligent Objects (IO's)
    - Intelligent Automation Agents (IAA's)
    - Georules

Community Development Back-Office Users:

- Quantity:
  - 20

Quoted By:	Brad Reed
Quote Expiration:	03/31/26
Quote Name:	City of Mobile - EERP - Strategic Account Managment
Quote Description:	Strategic Account Management

Sales Quotation For:
City of Mobile
ATTN: ACCOUNTS PAYABLE
MOBILE AL 36633-1827

Shipping Address:
City of Mobile
205 Government St
Mobile AL 36633-1827

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Professional Services			
Strategic Account Management	1	0	$ 32,000.00
TOTAL:		**0**	**$ 32,000.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 32,000.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 32,000.00**

Contract Total	**$ 32,000.00**

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Prorated to align with annual renewal term of 1/1 - 12/31

Quoted By:	Brad Reed
Quote Expiration:	03/31/26
Quote Name:	City of Mobile - EERP - Fraud Risk Compliance
Quote Description:	Fraud Risk and Compliance
Saas Term	1.00

Sales Quotation For:
MOBILE, AL CITY OF
ATTN: ACCOUNTS PAYABLE
MOBILE AL 36633-1827

Shipping Address:
City of Mobile
205 Government St
Mobile AL 36633-1827

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Subscription Fees			
Fraud, Risk & Compliance	1	0	$ 28,000.00
TOTAL		**0**	**$ 28,000.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 28,000.00
Total Tyler Services	$ 0.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 28,000.00**

Contract Total	**$ 28,000.00**

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Cybersecurity services are governed by the terms found here: Cybersecurity Services Terms of Service (tylertech.com). Your signature on this order or your receipt or use of Tyler Cybersecurity services indicates that you have read, understand, and agree to be bound by such terms. Additionally, your signature on this order indicates that you are authorized to bind the entity listed on this order to such terms.

Fraud, Risk & Compliance pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Fraud, Risk & Compliance service upon renewal.

Prorated to align with annual renew cycle of 1/1 - 12/31

Exhibit A
Schedule 3
Enterprise Records

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Jamie Lund
Quote Expiration:	6/30/26
Quote Name:	Mobile Enterprise RMS/Report Writing_V2

Billing Address:
William Reed
MOBILE, AL CITY OF
ACCOUNTS PAYABLE
205 GOVERNMENT ST
MOBILE AL 36602-0001
Phone: +1 (251) 208-1701

Shipping Address:
Mobile Police Department
2460 Government St
Mobile AL 36606-1687

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Platform			
EPS Platform - Standard	$ 118,300	$ 0	$ 118,300
EPS Platform - Mobility	$ 3,000	$ 0	$ 3,000
Enterprise Report Writing			
Report Writing (up to 3 print designs)	$ 120,500	$ 12,050	$ 108,450
Interfaces			
Crash Reporting Interface	$ 7,400	$ 0	$ 7,400
Law Enforcement Records Management System			
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	$ 72,300	$ 36,150	$ 36,150
Enterprise Law Enforcement Records	$ 91,827	$ 9,183	$ 82,644
Alarms	$ 1,893	$ 189	$ 1,704
Crash	$ 1,893	$ 189	$ 1,704

Equipment and Inventory	$ 1,893	$ 189	$ 1,704
Gangs	$ 1,893	$ 189	$ 1,704
Narcotics	$ 1,893	$ 189	$ 1,704
Content Manager Core	$ 17,040	$ 1,704	$ 15,336
Citizen Reporting Interface	$ 10,887	$ 1,089	$ 9,798
NCIC Interface	$ 38,813	$ 3,881	$ 34,932
Law Enforcement Records Management Data Mart / Includes 10+ users	$ 12,307	$ 1,231	$ 11,076
Mobile			
Enterprise Mobile Server Software	$ 0	$ 0	$ 0
Law Enforcement Mobile Site License	$ 192,318	$ 19,232	$ 173,086
-Shield Mobile App	$ 0	$ 0	$ 0
-Shield Mobile	$ 0	$ 0	$ 0
-Drivers License Mag Stripe Reader/Barcode Reader Interface	$ 0	$ 0	$ 0
-Mugshot Image Download	$ 0	$ 0	$ 0
-LE In-Car Mapping / AVL	$ 0	$ 0	$ 0
-LE In-Car Routing	$ 0	$ 0	$ 0
Other			
Data Archive	$ 5,000	$ 0	$ 5,000

TOTAL **$ 613,692**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Project Management	1	$ 112,640	$ 0	$ 112,640
Crash Reporting Interface Implementation	1	$ 4,560	$ 0	$ 4,560
Systems Assurance – Standard	1	$ 13,050	$ 0	$ 13,050
Mobility Implementation	1	$ 4,000	$ 0	$ 4,000
GIS Implementation - Standard	1	$ 27,260	$ 0	$ 27,260
Decision Support Software Service	1	$ 10,150	$ 0	$ 10,150
NCIC Installation	1	$ 21,025	$ 0	$ 21,025
Law Enforcement Records Configuration (up to 5 agencies)	1	$ 25,230	$ 0	$ 25,230
Law Enforcement Records Training	2	$ 26,100	$ 0	$ 52,200
Law Enforcement Records Go-Live Support	1	$ 17,400	$ 0	$ 17,400

IBR Submission	1	$ 10,150	$ 0	$ 10,150
Citizen Reporting Interface Installation	1	$ 2,320	$ 0	$ 2,320
Law Enforcement Mobile Messaging Configuration	1	$ 4,350	$ 0	$ 4,350
Law Enforcement Mobile Messaging Training (includes 10 trainers ea.)	1	$ 4,350	$ 0	$ 4,350
Law Enforcement Mobile Messaging Go-Live	1	$ 17,400	$ 0	$ 17,400
Report Writing Implementation Fee	1	$ 20,000	$ 0	$ 20,000
1 way import of Hexagon CAD Incident Information	1	$ 17,100	$ 0	$ 17,100
Public Safety Analytics Installation & Remote Training	1	$ 4,500	$ 0	$ 4,500
Enterprise Law Enforcement Additional Modules				$ 6,960
Data Archive Conversions				$ 30,000
TOTAL				**$ 404,645**

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Software					
Embedded Third Party Software	1	$ 44,250	$ 0	$ 44,250	$ 9,293
Hardware					
Redundant VPN Appliance Bundle	2	$ 6,000	$ 0	$ 12,000	$ 0
TOTAL				**$ 56,250**	**$ 9,293**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 613,692

Total Tyler Services	$ 404,645	$ 0
Total Third-Party Hardware, Software, Services	$ 56,250	$ 9,293
Estimated Travel	$ 58,000	$ 0
Summary Total	**$ 518,895**	**$ 622,985**

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Single Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	1	$ 30,000	$ 0	$ 30,000
TOTAL				**$ 30,000**

Optional Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Redundant VPN Appliance Bundle	2	$ 6,000	$ 0	$ 12,000	$ 0
TOTAL				**$ 12,000**	**$ 0**

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

Standard support for Tyler's Enterprise Public Safety is 8am to 9pm est. Emergency support is available 24/7/365 for CAD, Mobile and NCIC for system down critical matters.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.
An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*.
      1.1.1. SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for year one (1) of the initial term are set forth in the applicable Investment Summary. Annual SaaS fees for years two (2) and three (3) of the initial term will not increase more than five percent (5%) on an annualized basis. Thereafter, annual SaaS fees shall be at then-current rates.
         1.1.1.1. *Public Safety*
            1.1.1.1.1. Client shall receive a credit in the amount of $182,382.29 for previously paid SaaS Fees for Public Safety Pro, which shall be applied to the year 1 SaaS Fees for Enterprise Records.
            1.1.1.1.2. Tyler Technologies and AWS are collaborating to empower the public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of $18,330.00 towards year 1 SaaS Fees as reflected in the Enterprise Records Investment Summary. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of the calendar year and may not be guaranteed in future years.

   1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
      2.1.1. Enterprise Records Professional Services fees shall be invoiced upon completion of the following milestones as specified in the Enterprise Records Statement of Work:
         2.1.1.1. Control Point 1 –Initiate and Plan : 10%
         2.1.1.2. Control Point 2: Assess and Define Stage: 15%
         2.1.1.3. Control Point 3: Prepare Solution Phase: 15%

2.1.1.4. Control Point 4: Production Readiness Stage: 20%
2.1.1.5. Control Point 5: Production Stage (Go Live): 25%
2.1.1.6. Control Point 6: Close Stage/Completion: 15%

2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.

3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current

Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks, and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit E
Statement of Work

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City of Mobile, Alabama

Statement of Work from Tyler Technologies, Inc.

April 27, 2026

Presented to:
William Reed
205 Government St
Mobile, Alabama 36602-0001

Contact:
Jamie Lund
Email: Jamie.Lund@TylerTech.com
840 West Long Lake Rd., Troy, Michigan 48098

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the "Project").

The overall goals of the project are to:

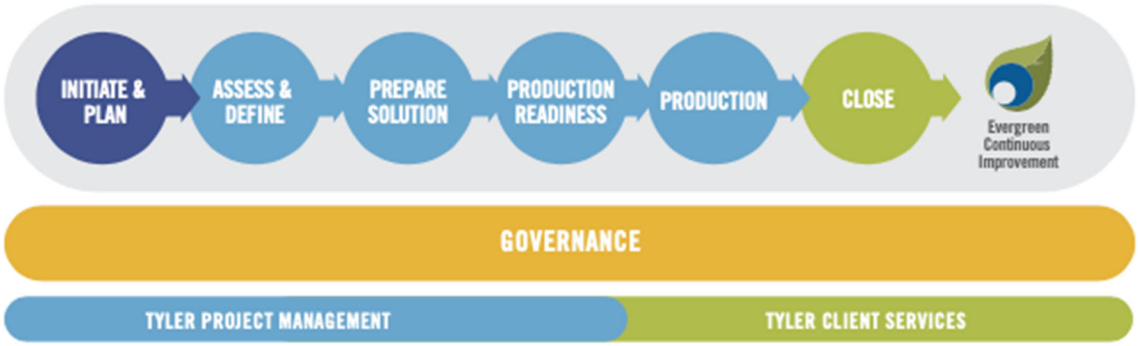
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Provide officers with user-friendly tools to improve workflow efficiency
- Provide strong analytics to move the department towards data-driven management
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

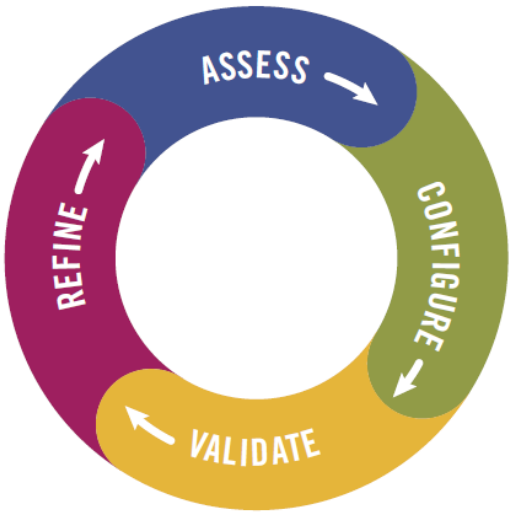
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

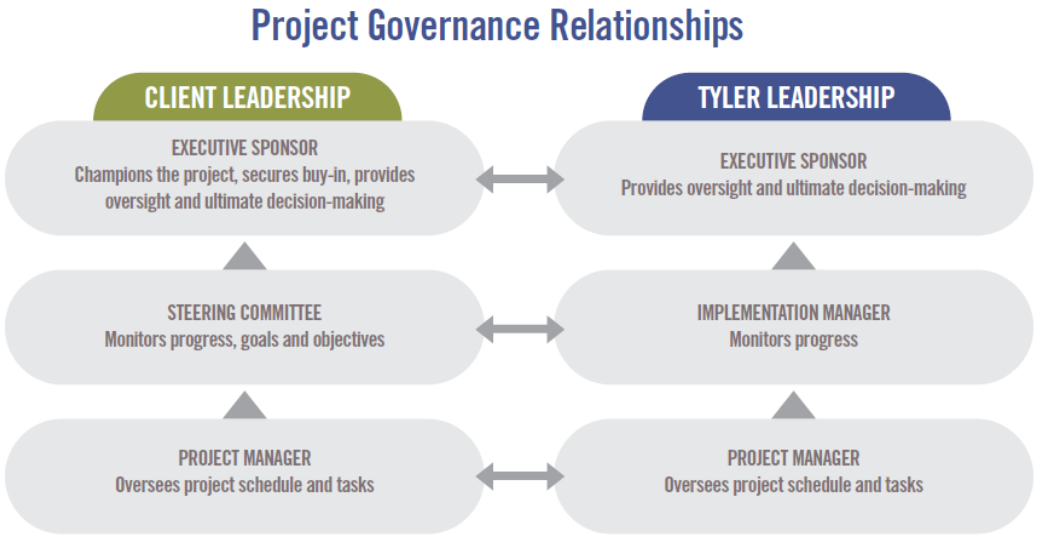
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

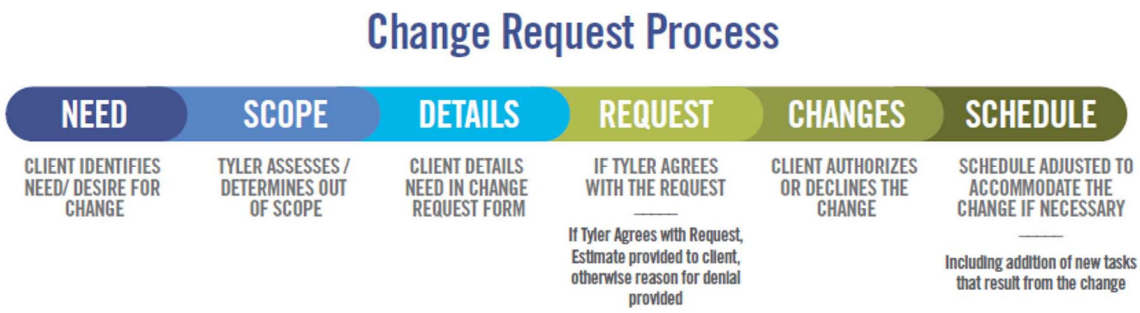
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City ’s project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City ’s project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.1.7 Tyler Modification Services

- Programs modification(s) per the agreed upon business requirements document(s).
- Performs internal quality assurance.
- Provides software updates and defect fixes.
- Completes interface development for in-scope interfaces.

5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies
    - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.

- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C

Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.

- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C

Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			

Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

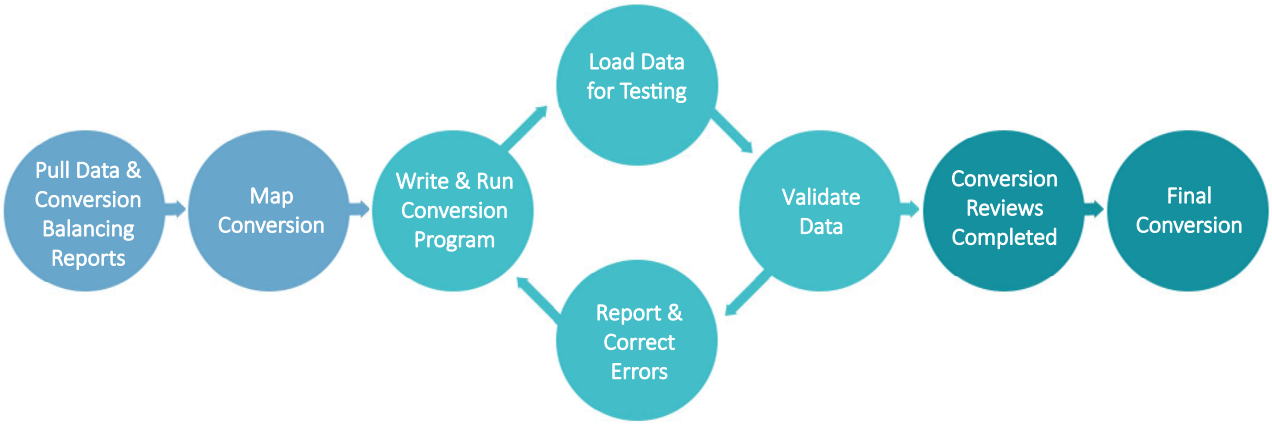
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the City prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The City may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the City prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the City with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.

2. Tyler will provide the data conversion programs to load the City data to the Tyler Data Archive for the specified files that contain 500 or more records.

3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the City location in order to conduct the following:

    a. Data Conversion Plan, and

    b. Assistance for Testing and Training

    c. * The City will be responsible for travel expenses as set forth in the Payment Terms.

4. Tyler will provide the City up to five (5) test iterations of converted data. One test iteration consists of:

    a. Loading of data into the Data Archive

    b. The City reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved

    c. Tyler corrects or otherwise respond to issues discovered and reported by the City,

    d. Tyler will conduct internal testing to verify corrections, and

e. Both parties planning for the next test iteration and/or the live implementation

5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the City to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 City Responsibilities

3. The City will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:

    a. AS/400 files (SAV files),

    b. Microsoft SQL Server database,

    c. Microsoft Access database,

    d. Microsoft Excel spreadsheet,

    e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or

    f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

    Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.
    In the event that the City requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

4. The City will respond to each test iteration in writing, on a form provided by Tyler, either:

    a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or

    b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

    Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the City shall pay our then-current flat fee for each additional test iteration. The City will promptly review each test iteration once delivered. Prompt review by the City will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.

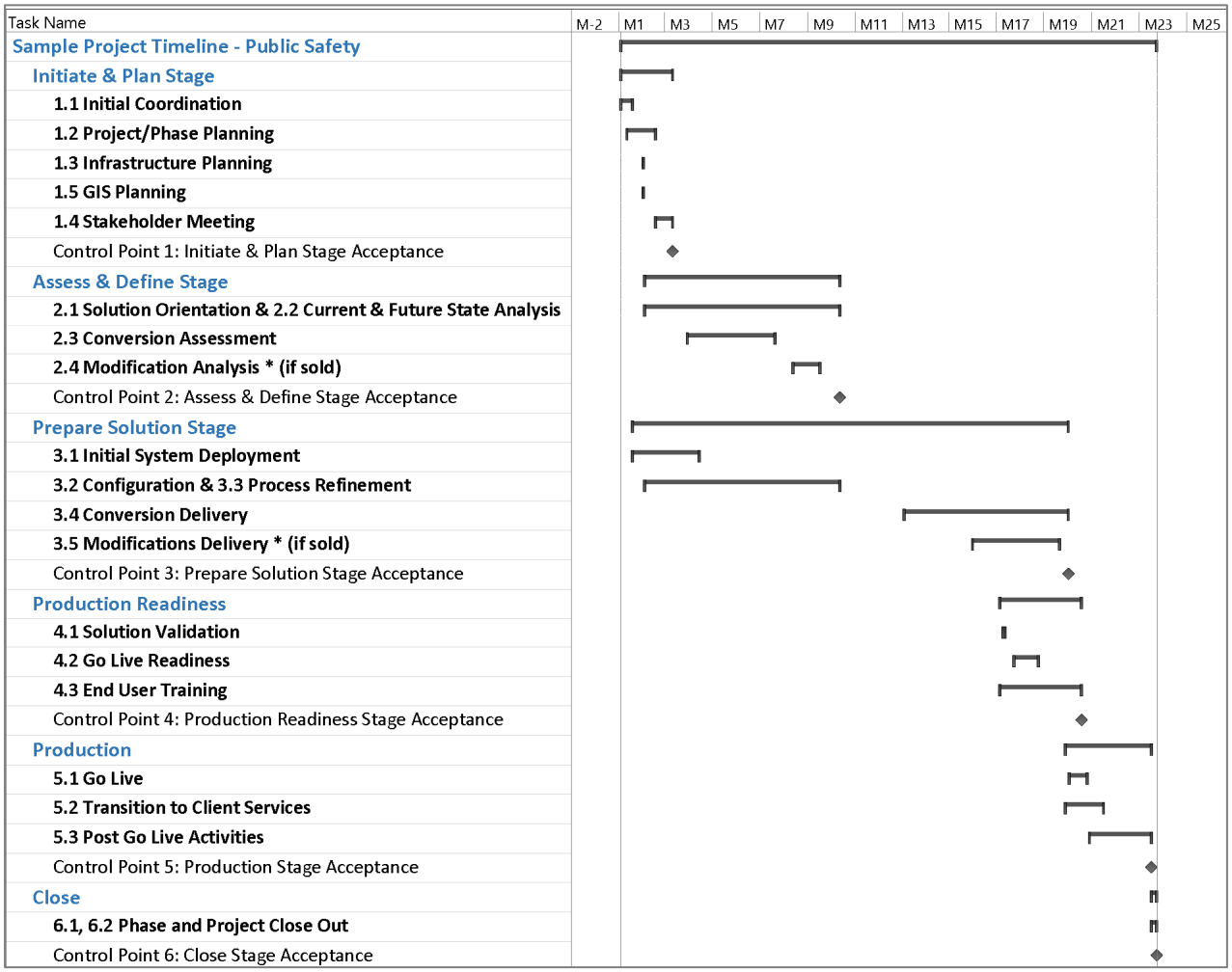
6. As provided in the Data Conversion Plan, the City will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the City's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the City personnel is a key part of a successful data conversion.

    The City agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.

10. Sample Project Timeline

10.1 Enterprise Public Safety Project Timeline

10.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of City resources to perform tasks, final determination of the overall task list, City schedule constraints and the actual project start date must be determined.

Exhibit F
Insurance Requirements

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2026

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
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-TTI-GAWX+-25-27

CONTACT NAME: Finn Davis
PHONE (A/C, No, Ext): (617) 999-7893 **FAX (A/C, No):**
E-MAIL ADDRESS: Finn.Davis@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : QBE Specialty Insurance Company	11515
INSURER E :	
INSURER F :	

INSURED
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

COVERAGES **CERTIFICATE NUMBER:** NYC-012624320-01 **REVISION NUMBER:** 1

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			10UENBA4DHY	04/01/2026	04/01/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			10UENBK8G3C	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
C	X UMBRELLA LIAB X OCCUR			10XHUBC1DGX	04/01/2026	04/01/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			10WNS88300	04/01/2026	04/01/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability/Cyber			130001996	06/17/2025	06/17/2026	Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is/are included as additional insured (except workers' compensation, professional liability/cyber) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

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THE HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers ' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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 connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, 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;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - **a.** False arrest, detention or imprisonment;
    - **b.** Malicious prosecution;
    - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
    - **d.** Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - **e.** Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
    - **f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
    - **g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard":**
    - **a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        - **(1)** Products that are still in your physical possession; or
        - **(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            - **(a)** When all of the work called for in your contract has been completed.
            - **(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            - **(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    - **b.** Does not include "bodily injury" or "property damage" arising out of:
        - **(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        - **(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
        - **(3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:
    - **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
    - **a.** Stored as or on;
    - **b.** Created or used on; or
    - **c.** Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-

    ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WN S88300 **Endorsement Number:** 47
Effective Date: 04/01/2026 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TYLER TECHNOLOGIES, INC
5101 TENNYSON PKWY
PLANO, TX 75024

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

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by Susan L. Castaneda
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

Mobile, AL Tyler SaaS Agreement 052726 from Client

Final Audit Report 2026-05-28

Created:	2026-05-28
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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 1, 3, and 5 Mobile Infirmary Circle,
166 Mobile Infirmary Drive, 168, 169, 171, 176, 177, 185, 190, 191, and 196
Mobile Infirmary Boulevard, and 1700, 1720, 1740, 1768, and1806 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 18, 2026**, a public hearing will be held on the **22nd** day of **September, 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 1, 3, and 5 Mobile Infirmary Circle, 166 Mobile Infirmary Drive, 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard, and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue to allow multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on July 8, 2010, to allow multiple buildings on a single building site and shared access and parking between building sites located at 1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue and described as follows:

LOTS 1 THROUGH 22, BLOCK 1 AND LOTS 1 THROUGH 19, BLOCK 2 ALL IN LOUISELLE'S 2ND ADDITION, ACCORDING TO PLAT RECORDED IN DEED BOOK 125 N.S. PAGE 280 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO INFIRMARY PARCEL AS PER PLAT OF WALSHWOOD MEDICAL AS RECORDED IN MAP BOOK 81, PAGE 26 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO, LOT 1 LOUISELLE MEDICAL SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 86, PAGE 49 OF THE SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID LOT 1 ALSO INCLUDES LOT 9 OF SAID LOUISELLE'S 2ND ADDITION AS LISTED PREVIOUSLY IN THIS DESCRIPTION; ALSO ALL OF THAT PROPERTY BOUNDED ON THE SOUTH BY SPRING HILL AVENUE, ON THE WEST BY BLOCK 1, LOUISELLE'S 2ND ADDITION AS PER PLAT RECORDED IN

DEED BOOK 125 N.S. PAGE 280 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, NORTH RIGHT OF WAY LINE OF OAK KNOLL DRIVE, AND LYNNWOOD SUBDIVISION, ACCORDING TO PLAT RECORDED IN MAP BOOK 8, PAGE 127 OF SAID PROBATE COURT RECORDS, ON THE NORTH BY THREE MILE CREEK, ON THE EAST BY PROPERTY OF UNIVERSITY OF SOUTH ALABAMA, AND THE AFOREMENTIONED INFIRMARY PARCEL WALSHWOOD MEDICAL, ACCORDING TO PLAT RECORDED IN MAP BOOK 81, PAGE 26 OF THE SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO, LOT 1 INFIRMARY FOUNDATION SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 130 PAGE 51. TOTAL AREA OF ENTIRE SITE OF THIS PLAT IS 3,080,625 SQUARE FEET, MORE OR LESS, OR 70.72 ACRES, MORE OR LESS.

WHEREAS, on June 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 and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 16, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

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 site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

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 22nd day of September, 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 26th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **July 8, 2010.** The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development**, subject to the following proposed conditions: 1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space; 2. Placement of a note on the site plan 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; 3. Compliance with all Engineering comments noted in the staff report; 4. Compliance with all Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and 8. Full compliance with all applicable municipal codes, ordinances, and regulations.

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

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

WHEREAS, a Planned Unit Development was approved on **July 8, 2010,** to **allow multiple buildings on a single building site and shared access and parking between building sites** located at **1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue** and described as follows:

LOTS 1 THROUGH 22, BLOCK 1 AND LOTS 1 THROUGH 19, BLOCK 2 ALL IN LOUISELLE'S 2ND ADDITION, ACCORDING TO PLAT RECORDED IN DEED BOOK 125 N.S. PAGE 280 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO INFIRMARY PARCEL AS PER PLAT OF WALSHWOOD MEDICAL AS RECORDED IN MAP BOOK 81, PAGE 26 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO, LOT 1 LOUISELLE MEDICAL SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 86, PAGE 49 OF THE SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID LOT 1 ALSO INCLUDES LOT 9 OF SAID LOUISELLE'S 2ND ADDITION AS LISTED PREVIOUSLY IN THIS DESCRIPTION; ALSO ALL OF THAT PROPERTY BOUNDED ON THE SOUTH BY SPRING HILL AVENUE, ON THE WEST BY BLOCK 1, LOUISELLE'S 2ND ADDITION AS PER PLAT RECORDED IN DEED BOOK 125 N.S. PAGE 280 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, NORTH RIGHT OF WAY LINE OF OAK KNOLL DRIVE, AND LYNNWOOD SUBDIVISION, ACCORDING TO PLAT RECORDED IN MAP BOOK 8, PAGE 127 OF SAID PROBATE COURT RECORDS, ON THE NORTH BY THREE MILE CREEK, ON THE EAST BY PROPERTY OF UNIVERSITY OF SOUTH ALABAMA, AND THE AFOREMENTIONED INFIRMARY PARCEL WALSHWOOD MEDICAL, ACCORDING TO PLAT RECORDED IN MAP BOOK 81, PAGE 26 OF THE SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO, LOT 1 INFIRMARY FOUNDATION SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 130 PAGE 51. TOTAL AREA OF ENTIRE SITE OF THIS PLAT IS 3,080,625 SQUARE FEET, MORE OR LESS, OR 70.72 ACRES, MORE OR LESS.

WHEREAS, on **June 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 and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **July 16, 2026,** and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

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 site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;

6. Compliance with all Fire Department comments noted in the staff report;
7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

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

Adopted:

_____

Lisa Lambert, City Clerk

Mobile Infirmary
1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue
Council Districts 1 & 2
Cory Penn (District 1)
Samantha Ingram (District 2)



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

August 13, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Mobile Infirmary**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development,** for the property located at **1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue.**

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 site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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)

recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and

8. Full compliance with all applicable municipal codes, ordinances, and regulations.

Please note that a revised PUD Site Plan was submitted to the Planning & Zoning Department for review and is acceptable for recording once approved by the City Council.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

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 _____ day of _____, 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 _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **July 8, 2010.** The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development**, subject to the following proposed conditions: 1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space; 2. Placement of a note on the site plan 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; 3. Compliance with all Engineering comments noted in the staff report; 4. Compliance with all Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and 8. Full compliance with all applicable municipal codes, ordinances, and regulations.

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.

[redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Mobile Infirmary
ATTN: Dennis Summerford
5 Mobile Infirmary Circle
Mobile, AL 36607

Re: 1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue
MOD-003792-2026
Mobile Infirmary
Districts 1 & 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.

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

At its meeting on July 16, 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

[redacted]

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

1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

The advertising fee for this application is based on the current legal description and is **$577.98.** 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 emai[redacted] or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

[redacted]

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D
- ☐ **Terminating a Previously approved Planned Unit Development** — Checklist E

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

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

	Applicant	Agent (If Applicable)
Address:	5 Mobile Infirmary Circle, Mobile AL 36607	2970 Cottage Hill Rd #190, Mobile, AL 36606
Email:	[redacted]	
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Dennis Summerford	Janic Terry, PE, PLS
Firm:	[redacted]	
Phone:		
Email:		
Address:		

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

5 Mobile Infirmary Circle, Mobile AL 36607 — Property Address

61.95 Acres — Property Area (acres or square feet)

R022907240001001 — Parcel Number(s) or Key Number(s)

B-1 — Present Zoning or Transect District

B-1 — 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 n/a - per COM Planning direction

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 — 6.16.26 Date

Janic M. Terry Date: 2026.06.16 10:33:38-05'00' — Applicant or Agent Signature (if applicable)

06/16/2026 Date

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

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

Janic M. Terry Date: 2026.06.16 10:34:17-05'00' — Applicant or Agent Signature

06/16/2026 Date

[redacted]

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Mobile Infirmary Emergency Department Expansion and Renovation

Address: 5 Mobile Infirmary Cir, Mobile, AL, 36607, USA

Owner: Dennis Summerford (Mobile Infirmary)

Address: 5 Mobile Infirmary Circle, Mobile AL Zip Code: 36607

[redacted]

Authorized Agent: Janic Terry, PE, PLS

Address: 2970 Cottage Hill Rd #190, Mobile, AL Zip Code: 36606

[redacted]

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Frank Leatherwood, PE

Address: 2970 Cottage Hill Rd #190, Mobile, AL Zip Code: 36606

[redacted]

Architect: Evan Terry Associates, LLC.

Address: One Perimeter Park South, Suite 200S, Birmingham, AL Zip Code: 35242

[redacted]

Submitted by: Janic Terry

Signature

Janic Terry, PE, PLS

Print

06/16/2026

Date

Applicant

Affiliation to project/Organization

[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   Promotes Strategic Economic Development policy by expanding healthcare

   Provides access to quality healthcare facilities for the public and enhances emergency medical response capabilities

   Reinforces existing medical center in location of current medical complex

   B-1

   Future Land Use Map (FLUM) Designation

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

   The area is already developed into a medical complex, the plan is to expand the Emergency Room into an area that is currently parking, and add two parcels that are within and adjacent to the current campus to the PUD. These are in-keeping with the current character of the surrounding area, which is mostly medical buildings and offices. The PUD is bordered to the east by more medical facilities, and to the west by a residential area.

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

   The proposal converts properties to be included in the hospital complex that were previously not included. The adjacent property will not be impacted by this change.

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 expansion to ER building will be in-kind with existing. See attached construction documents.

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

No changes will be made to the buffer zones, trees, or landscaping on site. All work is within previously paved / impervious areas.

- ☐ Lighting:

Lighting is in-keeping with existing

- ☐ Hours of operation:

Hours of operation do not change. 24-hours for Emergency Room.

- ☐ 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.

This expansion will remain in keeping with the rest of the Hospital campus. Emissions, vibrations, noise, odor, dust, smoke, and gas, as well as hazardous wastes produced by the hospital will continue to be managed by the Hospital in compliance with all city, state, and federal requirements.

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.

The ER expansion project provides greater access to emergency services for the public.

The addition of the two parcels within and adjacent to the current PUD for the Mobile Infirmary will allow the expansion of a current medical facility within the medical complex that's already established.

Acquiring adjacent parcel will allow an increased capacity for medical care for the public.

Additional parcels will be developed within UDC compliance, and will provide additional space for the Infirmary to continue to fulfill buffer, landscaping, and parking mandated within the UDC.

[redacted]

Outlook

Re: Mobile Infirmary (MOD-003792-2026)

[redacted]

Good afternoon,

We have completed our review of the above-referenced Major Planned Unit Development Modification application. Before the application can be considered complete and scheduled for an agenda, the following item must be addressed:

1. If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by 4:00 p.m. today, June 17, 2026**, the application will be placed on the **July 16, 2026, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT - PLEASE READ

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

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]



Good afternoon,

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

1. Owner Authorization – Mobile Infirmary

The application was signed by *Dennis Summerfield*; however, we are unable to verify his authority to act on behalf of Mobile Infirmary. To satisfy this requirement, please provide one of the following:

- A letter from Mobile Infirmary expressly authorizing Dennis Summerfield to act on its behalf; **or**
- Documentation demonstrating that Dennis Summerfield is an officer or otherwise authorized representative of Mobile Infirmary.

2. Owner Authorization – Gulf Health Properties, Inc.

Several parcels within the existing Planned Unit Development are owned by *Gulf Health Properties, Inc.* Accordingly, authorization from that property owner is required in one of the following forms:

- A letter authorizing Dennis Summerfield or Mobile Infirmary to act on its behalf; **or**
- A completed Owner Authorization Form; **or**
- A letter from Gulf Health Properties, Inc., acknowledging its awareness of the Major Modification application and confirming that, as an owner of property within the existing Planned Unit Development, it has no objection to the filing of the application.

3. DWG File Submission

If not already submitted, please provide the **DWG AutoCAD file** for the site plan directly to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this email.

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

If all requirements are satisfied **by noon on Monday, July 20, 2026**, the application will be scheduled for consideration at the **August 20, 2026, Planning Commission meeting**. Applications that do not meet this

deadline will be held over until all outstanding items have been received.

If you have any questions or need additional assistance, please do not hesitate to contact me.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning



Outlook

Mobile Infirmary (MOD-003792-2026)

[redacted]

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If all requirements are satisfied **by noon on Monday, July 20, 2026**, the application will be scheduled for consideration at the **August 20, 2026, Planning Commission meeting**. Applications that do not meet this deadline will be held over until all outstanding items have been received.

If you have any questions or need additional assistance, please do not hesitate to contact me.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

[redacted]

D. Mark Nix
President
Chief Executive Officer

June 17, 2026

Marion McElroy
Executive Director, Build Mobile
[redacted]

RE: Authorization Letter

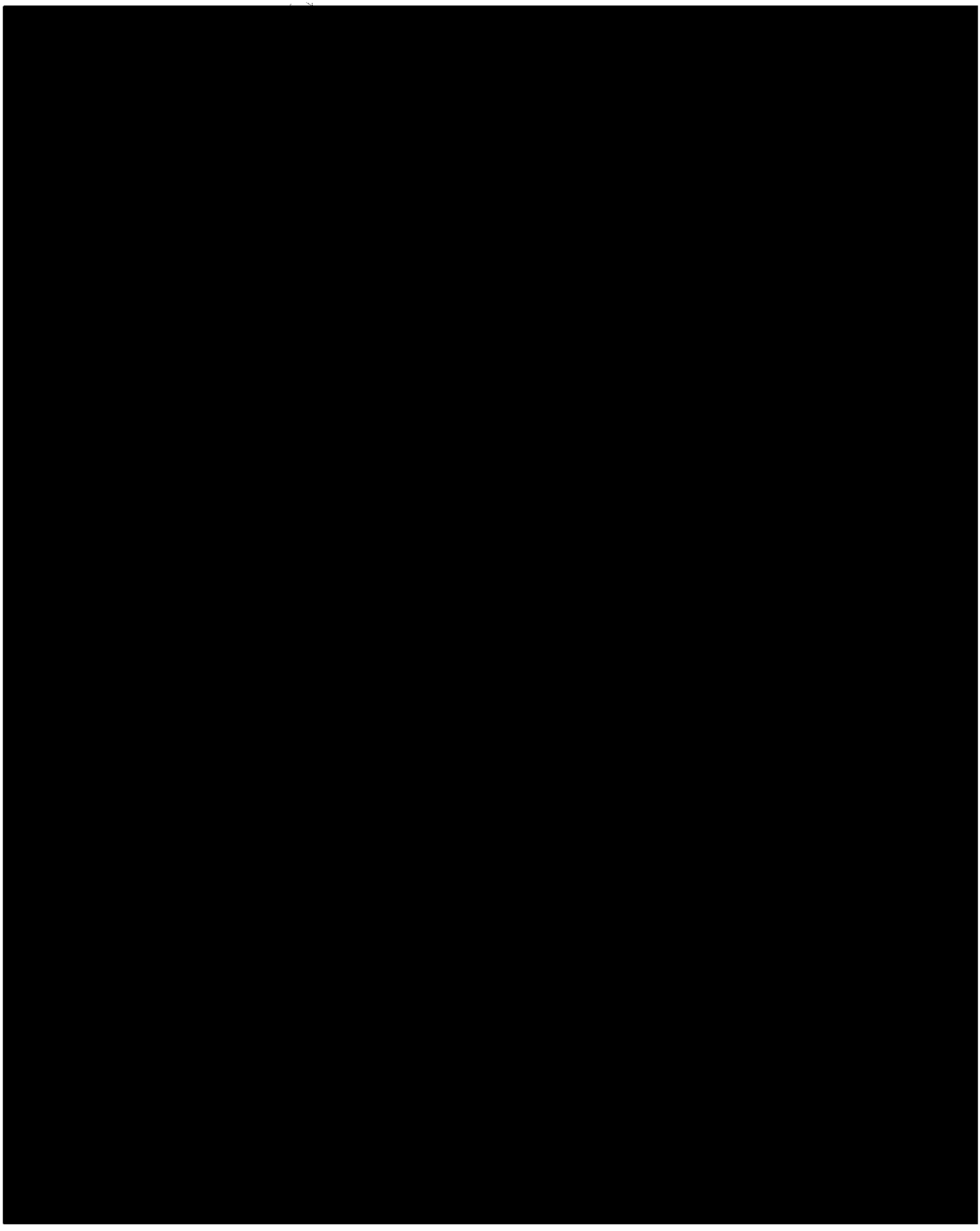
Dear Ms. McElroy:

I hereby authorize Dennis W. Summerford, Senior Vice President, Facilities and Construction, to be agent on behalf of Infirmary Health System, Inc., Mobile Infirmary Association, and Gulf Health Properties, Inc., in all matters pertaining the development and construction.

More specifically, this authorization allows Mr. Summerford to sign documents such as agent authorization, subdivision, re-platting, permitting and other documents that may require owner signature by various departments of the City of Mobile.

[redacted]

[redacted]





[redacted]

Planning Commission
July 16, 2026

Agenda Item # 19
MOD-003792-2026

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

Applicant Materials for Consideration

DETAILS

Location:
1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue

Applicant / Agent:
Mobile Infirmary

Property Owner:
Mobile Infirmary

Current Zoning:
B-1, Buffer Business Urban District

Future Land Use:
Institutional

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

Schedule for Development:
- None provided

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

Considerations:
1. Modification of a previously approved Planned Unit Development with eight (8) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 19 DATE July 16, 2026

APPLICANT Mobile Infirmary

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site has had several Planned Unit Development approvals since 2001, with the most recent being in 2010, associated with a three (3) lot Subdivision, *Mobile Infirmary Subdivision*, which was recorded in Probate Court.

In August 2011, the site was granted a Sign Variance from the Board of Zoning Adjustment to allow the erection of nine (9) directional signs of various sizes, which included advertising matter (logo).

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD 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:

The submitted PUD plan doesn't accurately portray the exiting road name for Mobile Infirmary Drive and the exiting driveways access. All existing curb cuts to the property will remain the same as existing with any changes in size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant proposes Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.

The property is zoned B-1, Buffer Business Suburban District, in which hospitals are permitted by right. A detailed project description and all associated application materials are available through the link provided on Page 1 of this report.

The main purpose of the current application is to allow a 12,035 square-foot expansion of the existing emergency room on the Mobile Infirmary campus. The applicant is also including two (2) previously excluded parcels: one (1) in an undeveloped lot along Spring Hill Avenue, and the other is internal to the campus and is developed as a parking lot.

The plans submitted depict the loss of several parking spaces with the proposed addition to the hospital. As such, if approved, the applicant should provide parking calculations on the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space.

Because the size of the proposed building addition is less than 50% of the existing building footprint, the site is not required to come into compliance with tree planting or landscape area requirements at this time. Furthermore, the parking lot area is not being expanded by 25% or more, making a photometric plan at the time of permitting unnecessary.

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 note stating this should be placed on the site plan.

If approved, a revised Modified PUD Site Plan, including both hard-copy and digital PDF formats, must be submitted to and approved by the Planning and 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.

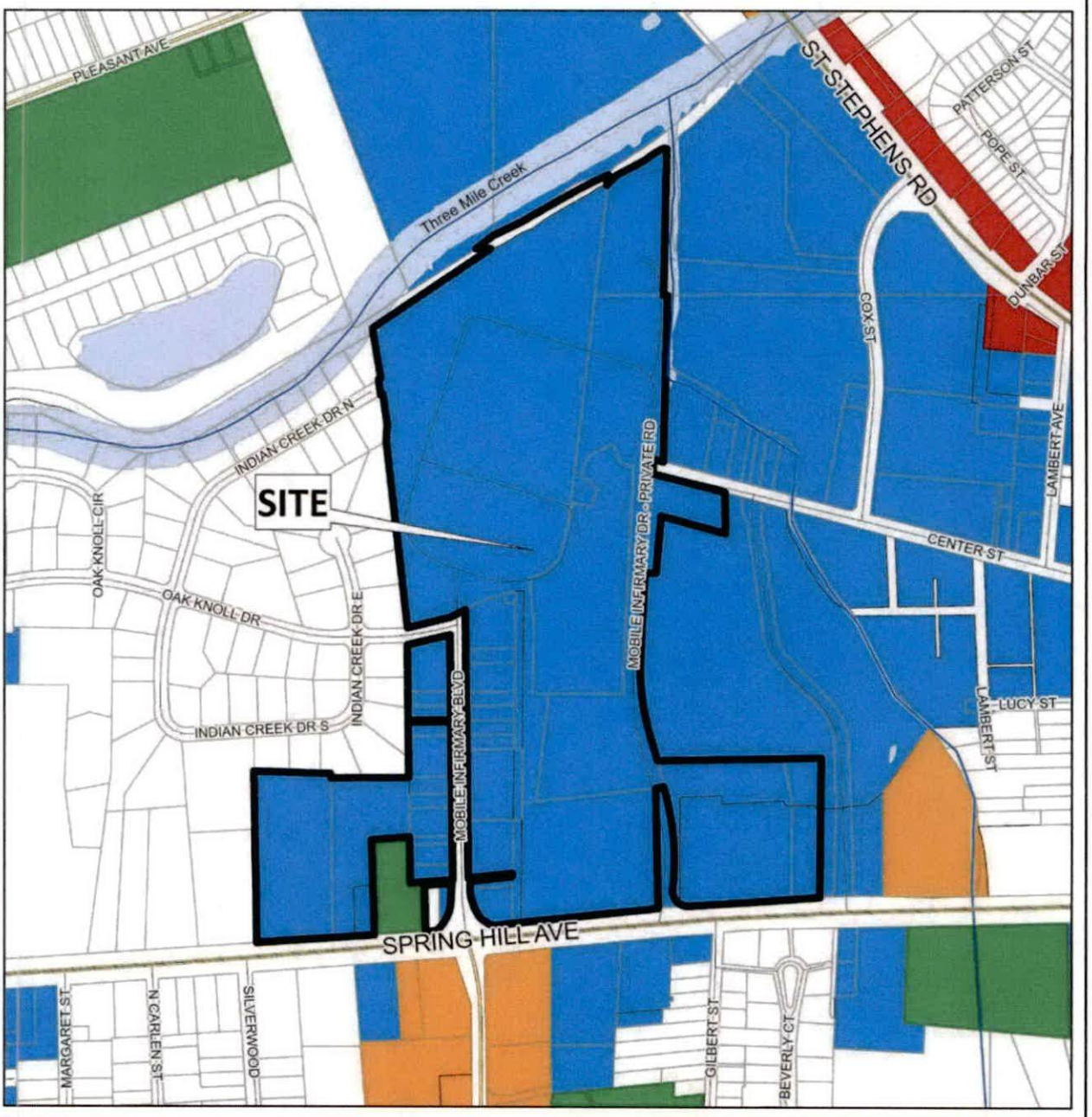
Considerations:

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 site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;

2. Placement of a note on the site plan 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;
3. Compliance with all Engineering comments noted in this staff report;
4. Compliance with all Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. 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) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

LOCATOR ZONING MAP



APPLICATION NUMBER 19 DATE July 16, 2026

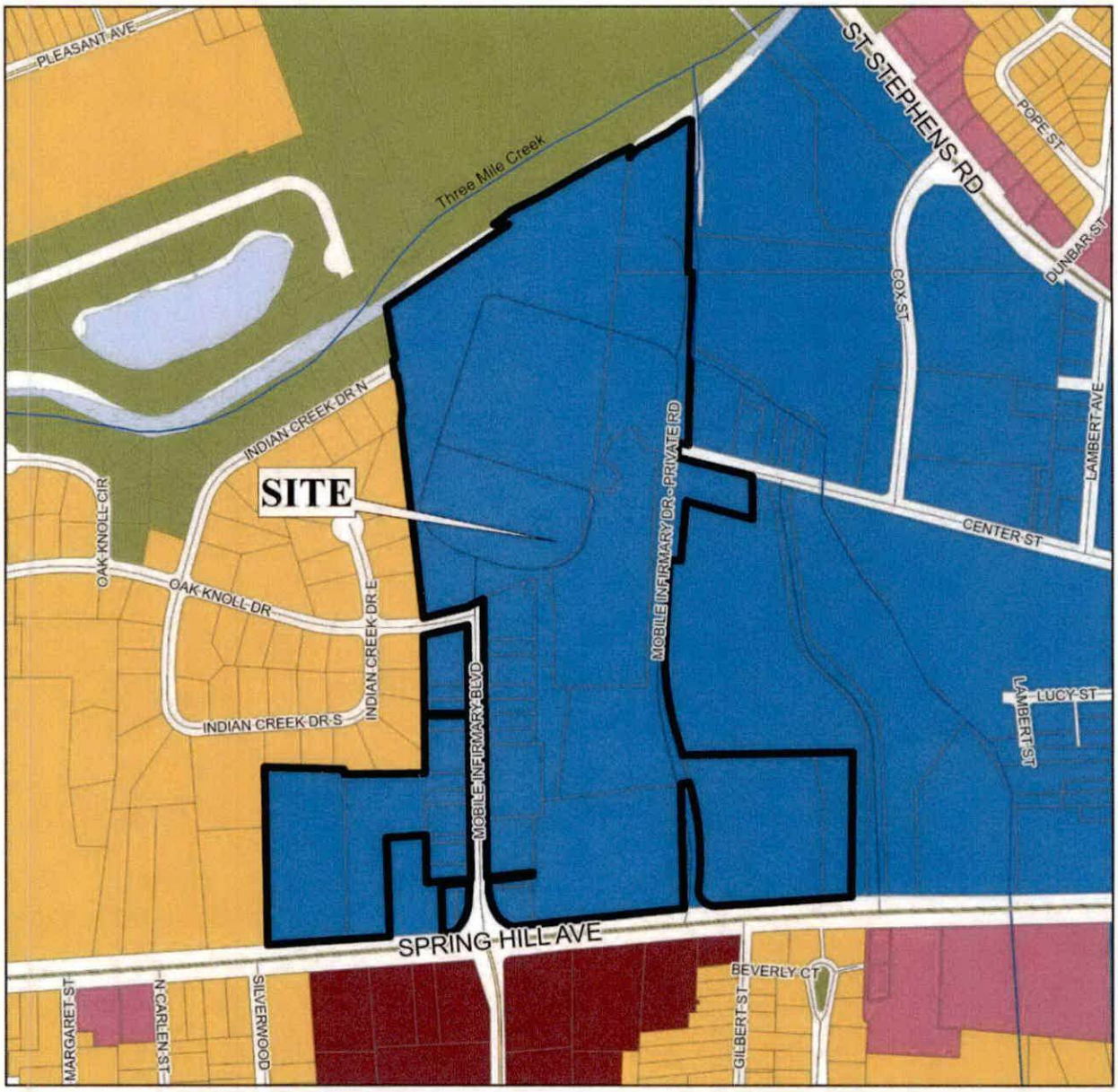
APPLICANT Mobile Infirmary

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 19 DATE July 16, 2026

APPLICANT Mobile Infirmary

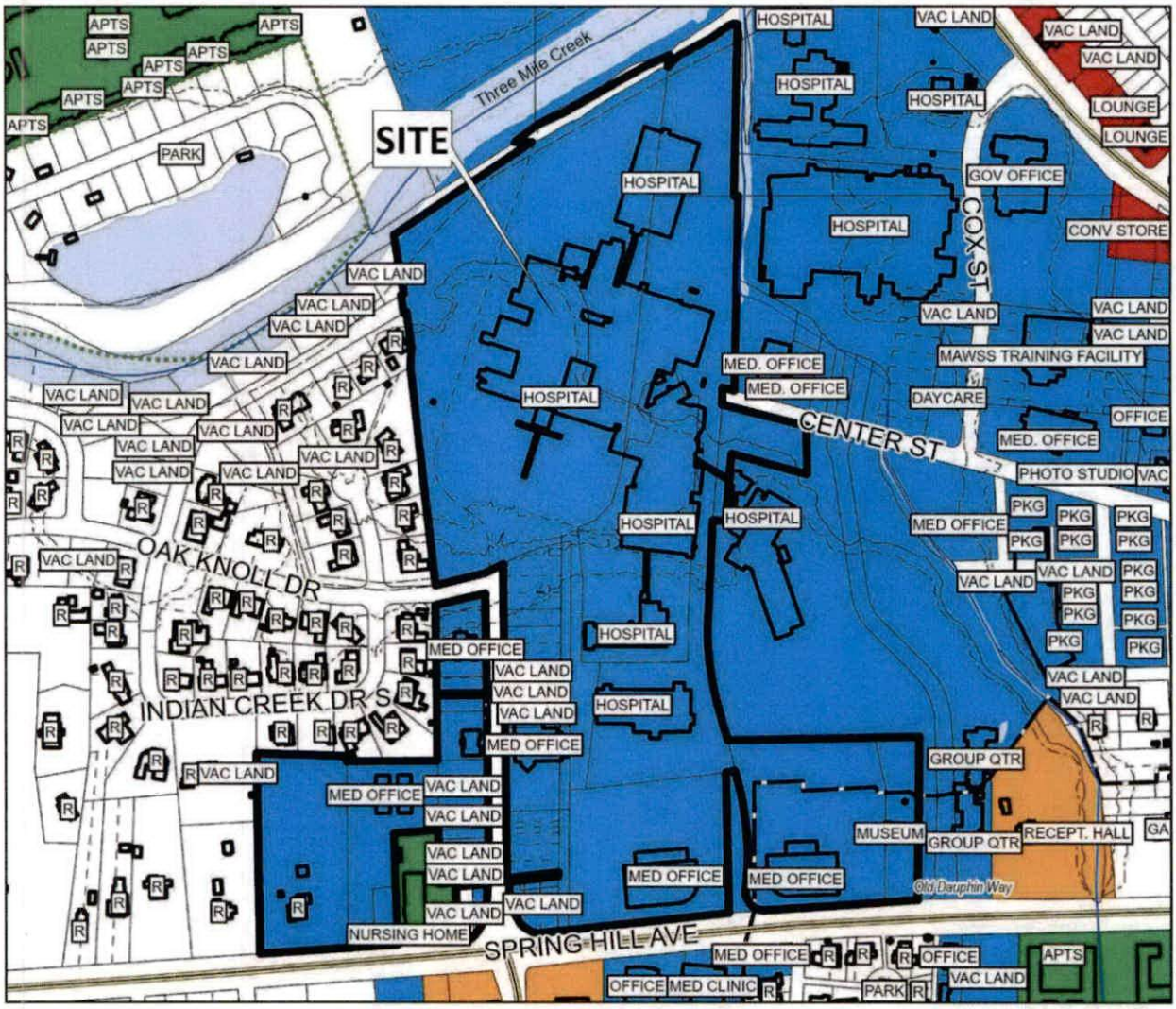
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 19 DATE July 16, 2026

APPLICANT Mobile Infirmary

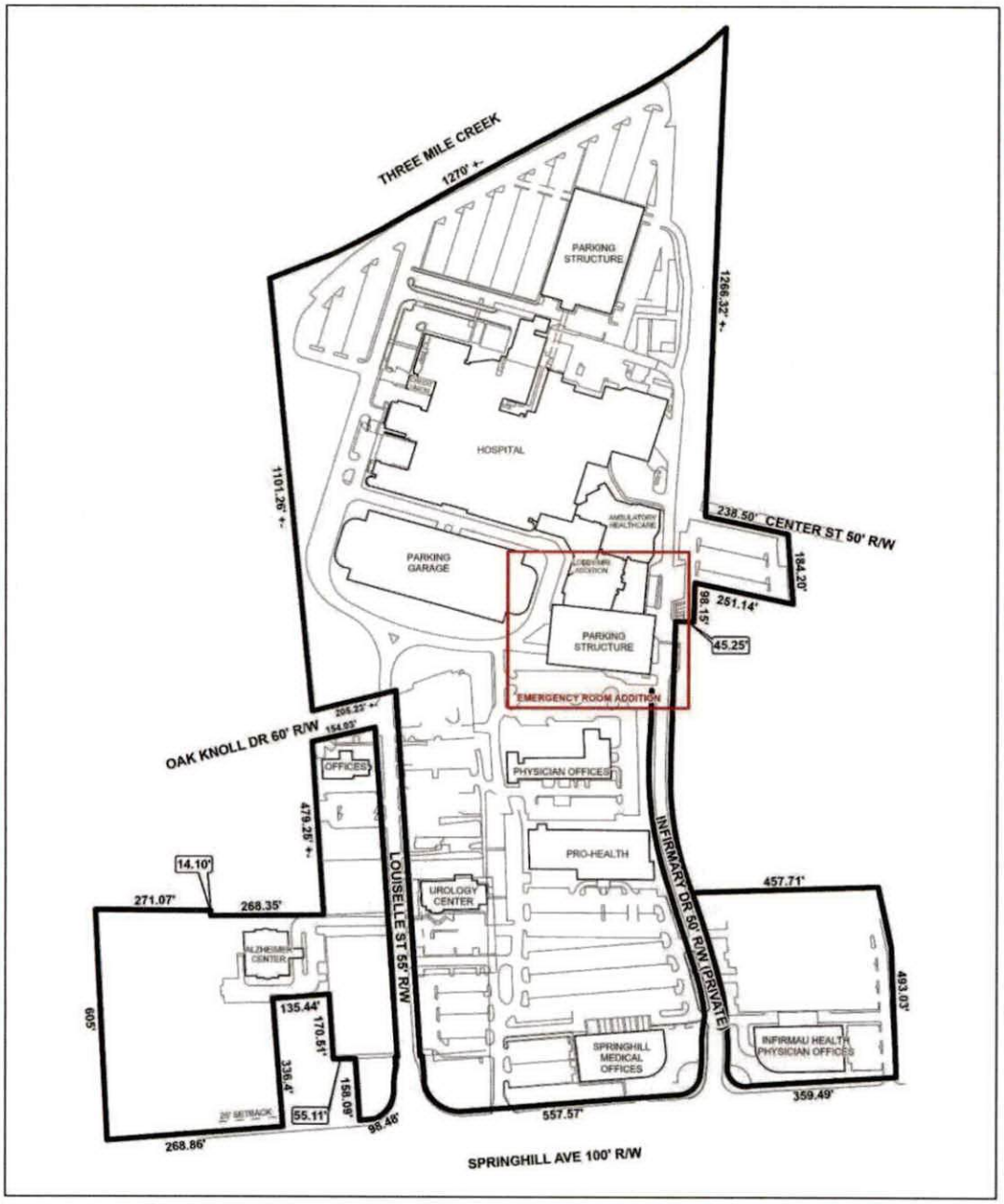
REQUEST PUD Modification

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

N

NTS

SITE PLAN



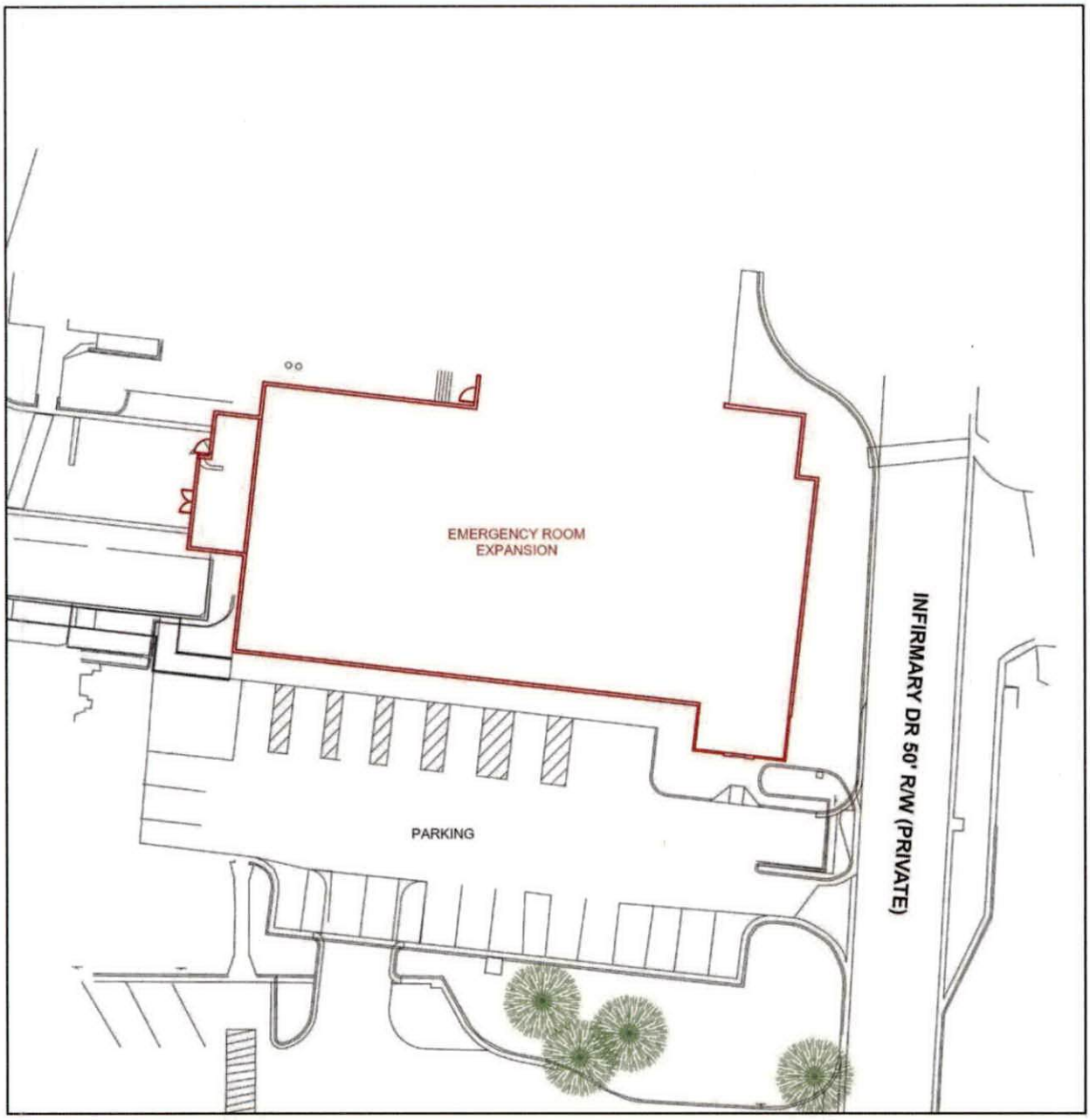
The site plan illustrates existing structures, setbacks, drives and parking.

APPLICATION NUMBER	19	DATE	July 16, 2026
APPLICANT	Mobile Infirmary		
REQUEST	PUD Modification		

N

NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER 19 DATE July 16, 2026

APPLICANT Mobile Infirmary

REQUEST PUD Modification

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■			■	■	■				■															○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)							■			U	○	○																	
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)		■	■	U	■	■	○	■	○	○	○									■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)				S			S	■	S	S	○									■	■								○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)																■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

INSTITUTIONAL LAND USE (INS)

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

Development Features

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

Character Example



PARKS AND OPEN SPACE (POS)

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

Character Example



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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 6 & 7, BLOCK NO. 1, PORTER'S 2ND ADDITION, AS PER PLAT RECORDED IN DEED BOOK 87, PAGE 73 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) to Two-Family Residential Urban District (R-2),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **R-2**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **R-2,** until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

MG Property Services, LLC
West side of Weinacker Avenue, 151'± North of Virginia Street
Council District 2
Samantha Ingram

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property Located at the West Side of Weinacker Avenue, 151' ± North of Virginia Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 18, 2026,** a public hearing will be held on the **22nd** day of **September,** 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the West side of Weinacker Avenue, 151' ± North of Virginia Street from R-1, Single-Family Residential Urban District, to R-2, Two-Family Residential Urban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 6 & 7, BLOCK NO. 1, PORTER'S 2ND ADDITION, AS PER PLAT RECORDED IN DEED BOOK 87, PAGE 73 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) to Two-Family Residential Urban District (R-2), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an R-2, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of September, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 26th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **West side of Weinacker Avenue, 151'± North of Virginia Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Urban District (R-1) to Two-Family Residential Urban District (R-2).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-2** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **MG Property Services, LLC,** for a change in zoning **from Single-Family Residential Urban District (R-1) to Two-Family Residential Urban District (R-2),** for the property located at the **West side of Weinacker Avenue, 151'± North of Virginia Street**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

[redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Mionsha Gay
MG Property Services, LLC
[redacted]

Re: West side of Weinacker Avenue, 151'± North of Virginia Street
ZON-UDC-003784-2026
MG Property Services, LLC
District 2
Rezoning from Single-Family Residential Urban District (R-1) to Two- Family Residential Urban District (R-2)

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

At its meeting on July 16, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-2, Multi-Family Residential Urban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, there was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would not adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-2, Multi-Family Residential Urban District**, to the City Council, subject to the following condition:

[redacted]

1. Full compliance with all municipal codes and ordinances.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

[redacted]

Letter of Transmittal

[redacted]

PLANNING AND ZONING
10 AUG 2026 AM9:47

To: City of Mobile
Planning & Zoning Department
[redacted]

From: Laura Davis

Re: Weinacker Rezoning Advertising fee
ZON-UDC-003784-2026

Date: July 30, 2026

Please find attached:

1 - 1 copy of Letter of Decision dated July 22, 2026, stating the advertising fee for rezoning project ZON-UDC-003784-2026.
2 – check from McCrory & Williams, Inc. made out to "the City of Mobile [redacted]

Please let me know if you need anything else.

Thank you,
[redacted]

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

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

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

---

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

	Applicant	Agent (If Applicable)
Address:	[redacted]	
Email:		
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Mark Gay	Laura Davis
Firm:	[redacted]	
Phone:		
Email:		
Address:		

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

352 Weinacker Ave, Mobile, AL 36604 — Property Address

0.38+/- Ac. or 16,443 Sq.Ft. — Property Area (acres or square feet)

02-29-10-28-1-1-004-005. and 02-29-10-28-1-004-005.003 — Parcel Number(s) or Key Number(s)

Single-Family Residential (R-1) — Present Zoning or Transect District

Two-Family Residential (R-2) — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Mark Gay — Owner Signature - Mark Gay

6/9/2026 — Date

M. Gay — Applicant - Mionsha Gay

6/9/2026 — Date

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

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

M. Gay — Applicant - Mionsha Gay

6/9/2026 — Date

[redacted]

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Site Plan
☐ Documentation of compliance with Approval Criteria
☐ Neighborhood Meeting Documentation
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

DOES NOT APPLY

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

_____

Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

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

[redacted]

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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

DOES NOT APPLY

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. 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.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

~~The following information is required to evaluate the conditional use application. Please provide all the following~~ information as additional documentation.

DOES NOT APPLY

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

DOES NOT APPLY

[redacted]

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

DOES NOT APPLY

5. ~~By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an~~ explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ ~~All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may~~ be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

DOES NOT APPLY

[redacted]

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
  - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

DOES NOT APPLY

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

Rezoning of Lots 6 and 7 from Single-Family Residential to Duplex Residential classification.

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

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer (Does Not Apply - see email from Traffic Engineering)

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The proposed rezoning is consistent with the City of Mobile's long-term planning objectives encouraging compatible infill residential development, increased housing diversity, and efficient use of existing infrastructure.

Mixed Density Residential — Future Land Use Map (FLUM) Designation

From R-1 to R-2 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposal promotes the public welfare by increasing housing opportunities within an established neighborhood while utilizing existing public infrastructure, utilities, streets, and services.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The surrounding area has experienced continued residential reinvestment and demand for additional housing options, making duplex zoning appropriate and desirable.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The area is characterized by ongoing residential use, infill development, and rehabilitation of existing housing stock.

2. Describe the surrounding land uses.

The surrounding area primarily consists of residential uses, including single-family residences, duplexes and compatible neighborhood-scale residential development.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Any future duplex development will comply with applicable setbacks, parking, landscaping, and stormwater requirements established by the City of Mobile Unified Development Code.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The property is located within an established urban area already served by streets, utilities, water, sewer, drainage systems, and emergency services.

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

The proposal supports additional housing opportunities while maintaining the overall residential character of the neighborhood while increasing tax revenue and replaces blight vacant lot with attractive contributions to the neighborhood and overall community.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

The proposed development is consistent with current dwellings in the area and will not change any area plans.

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   DOES NOT APPLY

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

[redacted]

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

DOES NOT APPLY

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   DOES NOT APPLY

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

   _____

   _____

   _____

   _____

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

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

[redacted]

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

   _____

   _____

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

   _____

   _____

   - ☐ Lighting:

   _____

   _____

   - ☐ Hours of operation:

   _____

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

   _____

   _____

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

   _____

   _____

   _____

   _____

DOES NOT APPLY

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.

   _____

   _____

   _____

   _____

[redacted]

CHECKLIST E

Terminating a Previously Approved Planned Unit Development

The following information is required to evaluate an application for the termination of a previously approved Planned Unit Development (PUD). Please provide a complete response to each item.

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
- ☐ Lighting Plan - Required if parking lot lighting is provided. The plan must demonstrate compliance with the illumination standards of the Unified Development Code.
- ☐ Site Plan - Must show all existing improvements and demonstrate compliance with all applicable requirements of the Unified Development Code.
- ☐ Landscape Plan - Required if the original PUD was approved to allow flexibility from tree planting or landscape area requirements. The plan must be revised, if necessary, to demonstrate compliance with all applicable Unified Development Code Standards.
- ☐ Shared Parking Plan - Required if the original PUD permitted shared parking across multiple building sites. Approval of a Shared Parking Plan must be obtained prior to final approval of the PUD termination.

---

1. Identify all reasons a PUD was required at the time of approval (e.g., multiple buildings on a single site, reduced setbacks, increased site coverage, etc.)

DOES NOT APPLY

2. Explain how the site will comply with all applicable Unified Development Code requirements (e.g., setbacks, site coverage, landscaping) following termination of the PUD.

3. Identify all conditions or restrictions imposed upon the PUD by the Planning Commission or City Council.

[redacted]

4. Explain how termination of the PUD aligns with neighborhood character and supports the orderly development of surrounding properties.

5. Identify whether termination will create any **nonconforming structures or uses** under the Unified Development Code. If so, explain how these will be addressed.

6. Describe how **vehicular and pedestrian access** will be maintained in compliance with current Unified Development Code standards after PUD termination, including any shared or cross-access arrangements.

7. Confirm the following:

☐ All **utility easements** remain compliant with City requirements and are unaffected by the termination.

☐ All **drainage easements** remain compliant with City requirements and are unaffected by the termination.

☐ All **infrastructure easements** remain complaint with City requirements and are unaffected by termination.

DOES NOT APPLY

8. If the PUD is only **partially developed,** explain how any undeveloped portions of the site will comply with applicable zoning requirements following termination.

9. Identify any **private covenants, maintenance agreements, or easements** associated with the PUD and explain whether they will remain in effect, be modified, or no longer be necessary.

10. Describe how **open space, stormwater facilities, or public amenities** established under the PUD will be maintained or otherwise addressed following termination.

[redacted]

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section 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.

Please verify the following documentation is provided:

- [x] Dated Photograph(s) of the posted sign(s)
- [x] The verified address list of surrounding property owners who were notified
- [ ] A sign-in sheet documenting meeting attendance
- [ ] Written summary or minutes of the meeting
- [ ] Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   The Neighborhood Meeting is to be held on Wednesday, June 24, 2026 at the Ben May Main Public Library in the Armbrecht-Briskman Meeting Room

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project REZONING OF LOTS 6 & 7, BLOCK 1, PORTER'S 2ND ADDITION

[redacted]

Owner MARK GAY

[redacted]

APPLICANT MIONSHA GAY - MG PROPERTY SERVICES, LLC

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR RANDALL C. LECROY

[redacted]

Architect PAUL DAVIS - PCDA ARCHITECTURE

[redacted]

[redacted] Laura M. Davis

Signature Print

06/11/2026 SURVEY TECH/McCRORY & WILLIAMS, INC.

Date Affiliation to project/Organization

[redacted]

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Mark Gay, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 352 Weinacker Avenue.

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.

[redacted]

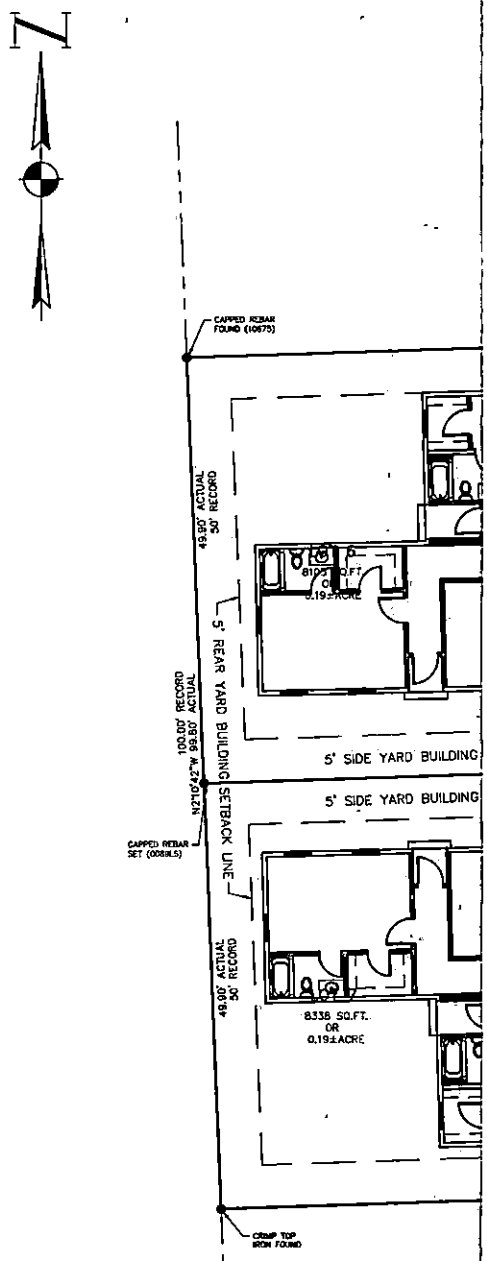
[redacted]

LEGAL DESCRIPTION:

LOTS 6 & 7, BLOCK 1, PORTERS 2ND ADDITION, AS PER PLAT RECORDED IN DEED BOOK 87, PAGE 73 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

JUSTIFICATION:

THE CHANGING CONDITIONS IN THE AREA NECESSITATE THE REZONING OF THE PROPERTY FROM R-1 TO R-2. THE SURROUNDING AREA HAS EXPERIENCED CONTINUED RESIDENTIAL REINVESTMENT AND DEMAND FOR ADDITIONAL HOUSING OPTIONS, MAKING A DUPLEX ZONING APPROPRIATE AND DESIRABLE.



NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0562 L, COMMUNITY NO. 015007, DATED JUNE 5, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

4. THIS DRAWING DOES NOT REFLECT ANY TITLE, EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

5. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

6. THIS SURVEY WAS BASED ON FIELD WORK COMPLETED ON 5/22/2026.

7. BEARINGS BASED ON STATE PLANE ALABAMA WEST ZONE NAD83 DERIVED FROM GPS OBSERVATIONS.
RECORD DISTANCES BASED ON PLAT OF PORTER'S 2ND ADDITION, AS RECORDED IN DEED BOOK 87, PAGE 73.

DESCRIPTION:

LOTS 6 & 7, BLOCK NO. 1, PORTER'S 2ND ADDITION, AS PER PLAT RECORDED IN DEED BOOK 87, PAGE 73 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA:
COUNTY OF MOBILE:

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

RANDALL C. LECROY, PLS — DATE
ALABAMA REGISTRATION NUMBER 29417
NOT VALID WITHOUT ORIGINAL SEAL

LEGEND	
	POWER POLE
	TELEPHONE PEDESTAL
—OE—	OVERHEAD ELECTRIC

SITE DATA LOT 6

BUILDINGS	2,805 S.F.=	34.61%
PARKING	1,396 S.F.=	17.22%
LANDSCAPE	3,904 S.F.=	48.17%
TOTAL AREA	8,105 S.F.=	100.00%

SITE DATA LOT 6

BUILDINGS	2,805 S.F.=	33.65%
PARKING	1,412 S.F.=	16.93%
LANDSCAPE	4,121 S.F.=	49.42%
TOTAL AREA	8,338 S.F.=	100.00%

G3228-2001 Lot 6&7 Porters 2nd Addn - Site Plan.dwg

REVISION

SITE PLAN
6 & 7, BLOCK 1, PORTERS 2ND ADDITION
FOR MARK & MIONSHA GAY

28, T4S-R1W, MOBILE COUNTY, ALABAMA

2026	DRAWN BY: LMD	APPROVED BY: RCL	SHEET 1 OF 1

Outlook

[redacted]

Good afternoon,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   Note: To date, a dated photograph of the Neighborhood Meeting sign and a copy of the postmarked notice advertising the meeting have been received.

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

If the application fees are paid **by noon on Monday, June 15, 2026**, the case will be scheduled for the **July 16, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT - PLEASE READ

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 t[redacted]

Important:
If the required Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson

[redacted]

Laura Davis

From: [redacted]
Sent:
To:
Subject:

Laura,

No traffic impact study required (see below).

Also, disregard Tree Commission and Mobile Historic Development Commission for now. They get involved at the time of pulling permits.

Thank you,

Sent from my Galaxy

[redacted]

Ms. Mionsha,

Thank you for reaching out to us. A traffic impact study will not be required from our department for this proposed development.

Thanks,

Jonathan L. Ellzey, P.E.

Engineer III
Traffic Engineering

[redacted]



[redacted]

[redacted]

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

Hello Mr. Ellzey,

I'm preparing an application for Planning Commission regarding rezoning 352 Weinacker Avenue Mobile, AL 36604 from R-1 to R-2 Duplex. I'm looking to construct a duplex on Lot 6 and another on Lot 7 as the parcel has been split. (Parcel Key: 921131)

I wanted to know if a traffic impact study is required and to what extent?

[redacted]

Thanks

Mionsha Gay

Sent from my Galaxy

McCrory Williams
INCORPORATED
Engineers Surveyors

Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Mark & Mionsha Gay will be submitting to the Mobile City Planning Commission:

(1) Zoning Change to rezone the property at 352 Weinacker Avenue, Mobile, AL 36604 from Single-Family Residential District (R-1) to Two-Family Residential District (R- 2).

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

Wednesday, June 24, 2026

5:00 pm-6:30 pm
Drawings will be available for review at 5:00 p.m.
Discussion open from 5:30 pm – 6:30 pm.

Ben May Main Public Library – Armbrecht-Briskman Meeting Room
701 Government Street · Mobile, AL 36602

You are receiving this notice because your property is located within 300 feet of **352 Weinacker Avenue, Mobile, AL 36604** in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are/is invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

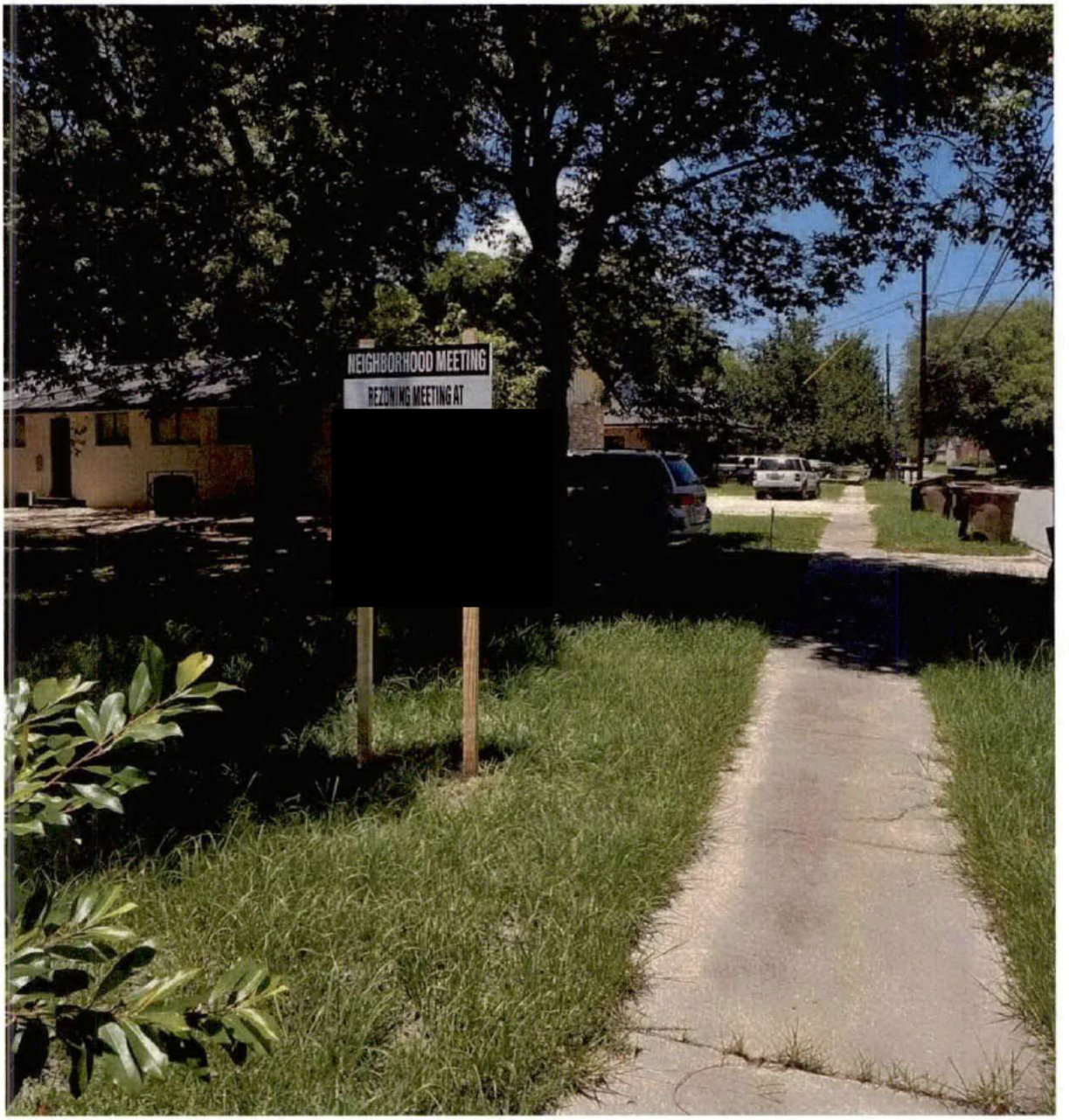
[redacted]

[redacted]



TWO-SIDED SIGN INSTALLED AT 352 WEINACKER AVENUE, MOBILE, AL

THE SIGN IS ON THE WEST SIDE OF WEINACKER AVENUE. THIS IS THE SOUTH FACING SIDE OF THE SIGN. THE VIEW IS FROM THE NORTHERN MOST PROPERTY CORNER OF LOT 6 FACING SOUTH TOWARD VIRGINIA STREET.



SIGN INSTALLED AT 352 WEINACKER AVENUE, MOBILE, AL

THE SIGN IS ON THE WEST SIDE OF WEINACKER AVENUE. THIS IS THE NORTH FACING SIDE OF THE SIGN. THE VIEW IS FROM THE SOUTHERN MOST PROPERTY CORNER OF LOT 6 FACING NORTH TOWARD GOVERNMENT BOULEVARD.

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 06/29/2026 ~~06/26/2026~~

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

REZONING - FROM R-1 TO R-2

ZON-UDC-003784-2026

Neighborhood Meeting Date: 06/24/2026

Neighborhood Meeting Time: 5:00PM - 5:30PM (DRAWINGS WERE AVAILABLE TO REVIEW
5:30PM - 6:30PM (DISCUSSION AND Q&A WITH OWNER & APPLICANT)

Neighborhood Meeting Location: BEN MAY MAIN PUBLIC LIBRARY (701 GOVERNMENT STREET) - BERNHEIM HALL (DIRECTLY ACROSS HALLWAY FROM ARMBRECHT-BRISKMAN MEETING HALL - CHANGED BY CHRIS COX OF LIBRARY ON 06/24/2026)

The following documents are enclosed (place a checkmark where applicable):

- X Dated photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners to whom notification was provided
- X A copy of the notice advertising the Neighborhood Meeting
- X A sign-in sheet documenting meeting attendance
- X A written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- X Additional documents (Describe: PHOTO OF NEW ROOM LOCATION AND PHOTO OF SIGN INDICATING NEW LOCATION)

Applicant's Name: MIONSHA GAY

(First Name & Last Name)

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

X M. Gay Date: 6/26/2026

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any **Rezoning** to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a **Planned Development** (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any **Conditional Use Permit**.

Timing. Neighborhood Meetings must be held as follows:

1. **No more than 60 days** prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held **no less than 21 days** prior to the Planning Commission meeting for which an application is filed.

***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
    a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
    b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
    c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
    a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
    b. Postal notices must contain the following information:
        i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
        ii. A synopsis of the proposal; and
        iii. Time, date and location of the Neighborhood Meeting.
        iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance.**
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted **no less than 15 days** before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. **Holdovers will be charged another application fee,** <u>including postage</u> for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

_X_ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

_X_ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

_X_ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

_X_ Neighborhood Meeting held.

_X_ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- _X_ Dated photograph(s) of the posted sign(s)
- _X_ The verified address list of surrounding property owners to whom notification was provided
- _X_ A copy of the notice advertising the Neighborhood Meeting
- _X_ A sign-in sheet documenting meeting attendance
- _X_ A written summary or minutes of the meeting
- _X_ Copies of any site plans, building elevations or other documents provided of referenced at the meeting

_X_ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

_X_ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

JUNE 18, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
April 20th (Monday)	May 28th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
April 5th (Sunday)	May 13th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
March 21st (Saturday)	April 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
April 10th (Friday)	May 18th (Monday)

JULY 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
May 18th (Monday)	June 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 3rd (Sunday)	June 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 18th (Saturday)	May 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 8th (Friday)	June 15th (Monday)

AUGUST 20, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 20th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
June 22nd (Monday)	July 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 7th (Sunday)	July 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 23rd (Saturday)	June 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 12th (Friday)	July 20th (Monday)



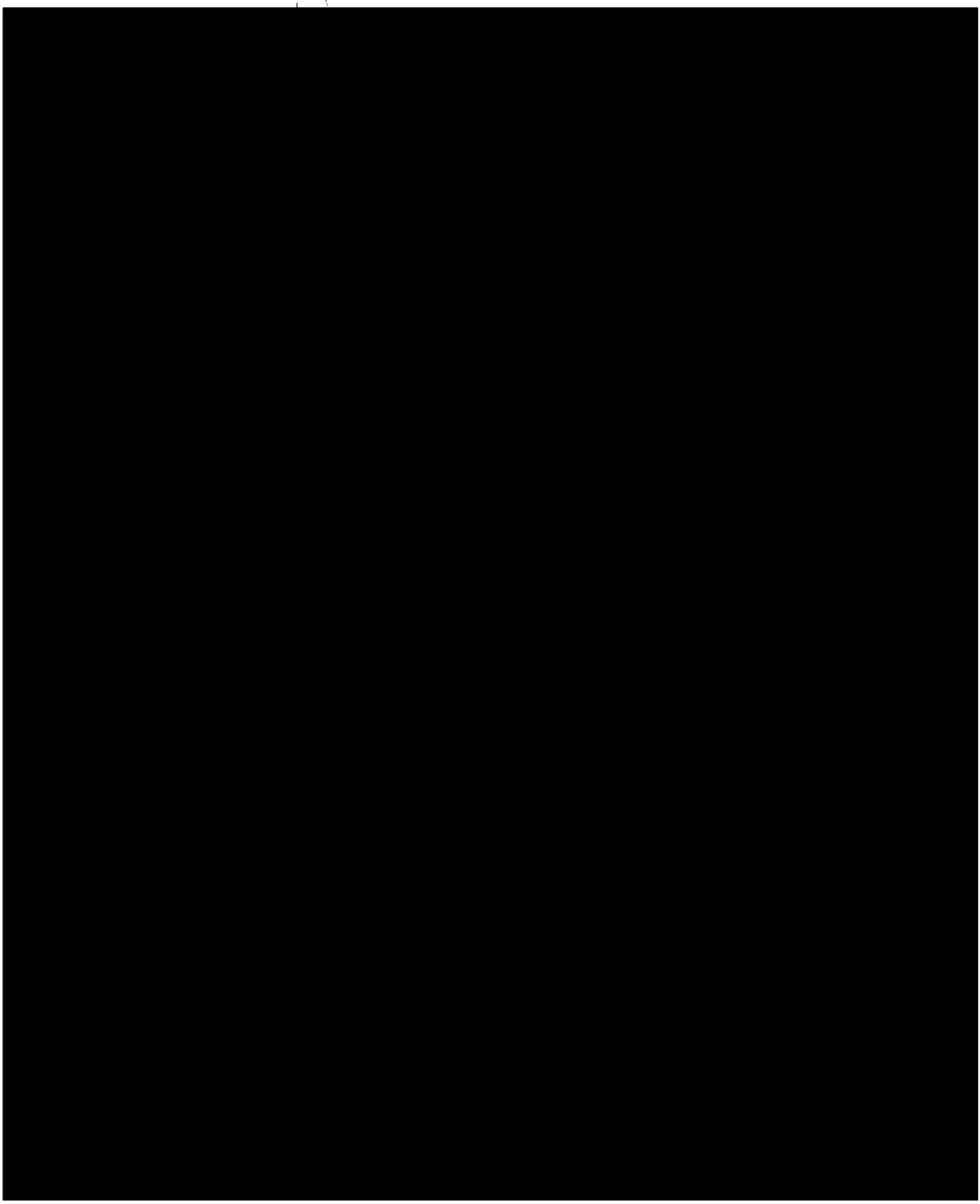
TWO-SIDED SIGN INSTALLED AT 352 WEINACKER AVENUE, MOBILE, AL

THE SIGN IS ON THE WEST SIDE OF WEINACKER AVENUE. THIS IS THE SOUTH FACING SIDE OF THE SIGN. THE VIEW IS FROM THE NORTHERN MOST PROPERTY CORNER OF LOT 6 FACING SOUTH TOWARD VIRGINIA STREET.



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McCrory Williams
INCORPORATED
Engineers Surveyors

Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Mark & Mionsha Gay will be submitting to the Mobile City Planning Commission:

(1) Zoning Change to rezone the property at 352 Weinacker Avenue, Mobile, AL 36604 from Single-Family Residential District (R-1) to Two-Family Residential District (R- 2).

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

Wednesday, June 24, 2026

5:00 pm-6:30 pm
Drawings will be available for review at 5:00 p.m.
Discussion open from 5:30 pm – 6:30 pm.

Ben May Main Public Library – Armbrecht-Briskman Meeting Room
701 Government Street · Mobile, AL 36602

You are receiving this notice because your property is located within 300 feet of **352 Weinacker Avenue, Mobile, AL 36604** in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are/is invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

[redacted]



Neighborhood Meeting

Date: June 24, 2026

Time: 5:00pm - 6:30pm

Location of Neighborhood Meeting: Ben May Main Public Library (701 Government Street) - Bernheim Hall

Project Location: 352 Weinacker Avenue

Project/Application (e.g. Rezoning from R-1 to B-1):

Rezoning from R-1 to R-2

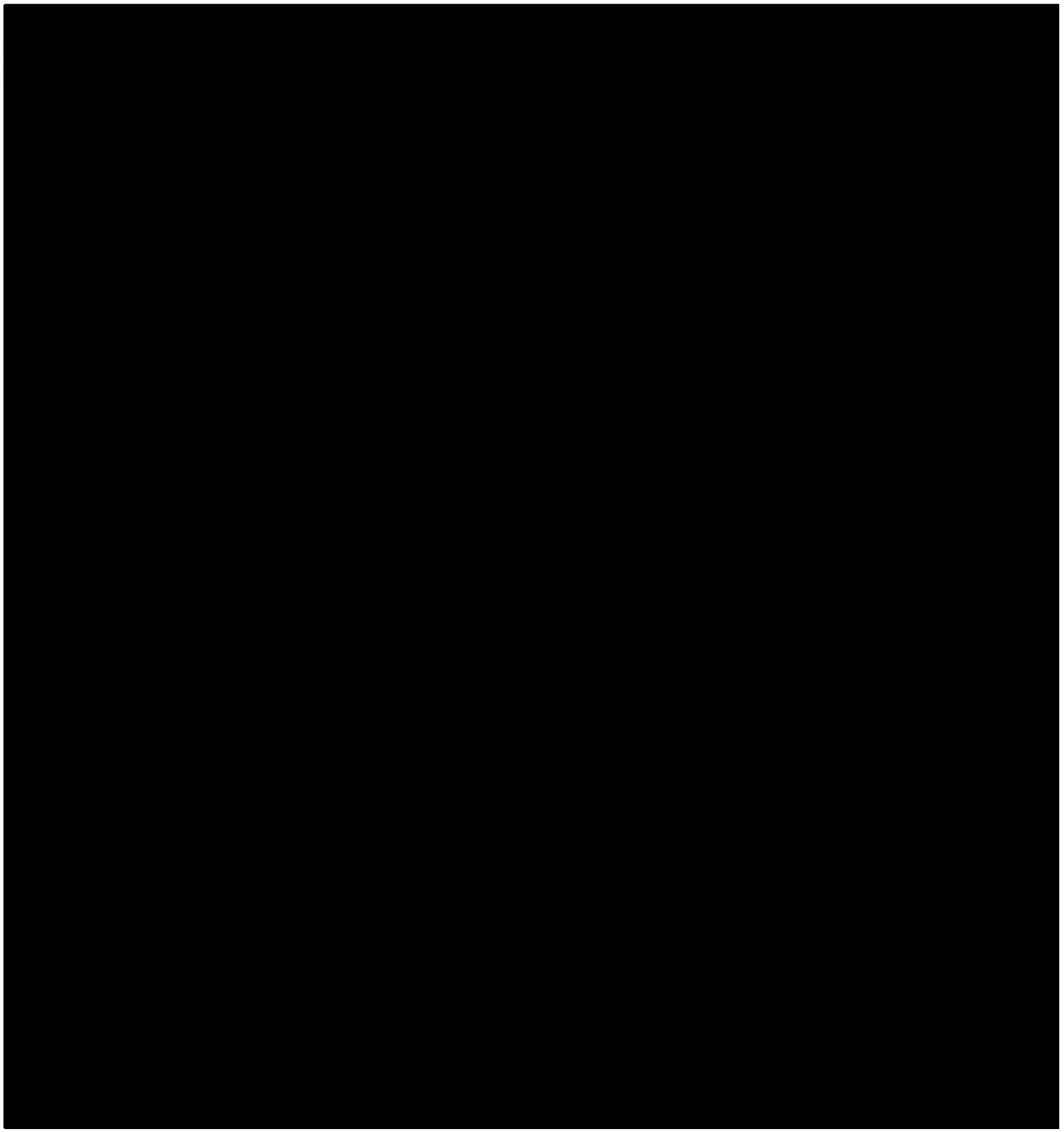
ZON-UDC-003784-2026

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [signature] **Date:** 6/24/26

Please Sign In:

[redacted]



Name: _____ Email: _____

Address: _____ Phone: _____

(NOTE: SEVERE THUNDERSTORM STARTED IN MOBILE AROUND 4:30PM CAUSING POWER OUTAGES AND TRAFFIC LIGHTS, BUT WAS REDUCED TO SHOWERS BY 6:00 PM. THE NEIGHBORHOOD MEETING STARTED ON TIME AND THE OWNER AND APPLICANT STAYED UNTIL 6:30PM).

Neighborhood Meeting Summary

Meeting Date: 06/24/2026

Meeting Time: 5:00PM - 5:30PM (DRAWINGS WERE AVAILABLE TO REVIEW)
5:30PM - 6:30PM (DISCUSSION AND Q&A WITH OWNER & APPLICANT)

Meeting Location: BEN MAY MAIN PUBLIC LIBRARY (701 GOVERNMENT STREET) - BERNHEIM HALL (DIRECTLY ACROSS HALLWAY FROM ARMBRECHT-BRISKMAN MEETING HALL - CHANGED BY CHRIS COX OF LIBRARY ON 06/24/2026)

Below is a summary of the proposed project presented at the Neighborhood Meeting:
THE PROPERTY IS CURRENTLY ZONED R-1. THE PROPERTY OWNER IS INTERESTED IN REZONING THE PROEPRTY TO R-2 WITH THE INTENTION OF BUILDING A DUPLEX ON THE PROPERTY TO INCREASE THE OPPORTUNITY FOR AFFORDABLE HOUSING IN THIS AREA.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):
THERE WAS A 24"X36" SITE PLAN AND A 24"X36" BUILDING ELEVATION DRAWING AVAILABLE FOR REVIEW MOUNTED ON FOAMBOARD. THERE WERE ALSO 11"X17" COPIES OF EACH AVAILABLE FOR ATTENDEES TO TAKE HOME.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):
MR. LEONARD DUNNING ASKED WHAT THE OWNER INTENDED TO BUILD ON THE SUBJECT PROPERTY. THE APPLICANT, MIONSHA GAY, EXPLAINED THAT THE OWNER CURRENTLY OWNS AND RENTS THE DUPLEX THAT IS LOCATED NORTH OF THE SUBJECT PROPERTY AT 316 WEINACKER AVENUE. HE HAS PURCHASED THE SUBJECT PROPERTY AND IS INTERESTED IN REZONING TO R-2 SO THAT HE CAN BUILD ANOTHER DUPLEX ON EACH LOT IN ORDER TO PROVIDE AFFORDABLE HOUSING IN THE AREA.
HE INDICATED THAT HE WAS IN FAVOR OF THE CHANGE IN ZONING AND FELT THAT WOULD BE A GOOD USE OF THE PROPERTY. HE WAS CONCERNED ABOUT HAVING A

Neighborhood Meeting Summary
Date: 06/24/2026
Applicant: MIONSHA GAY

BEN MAY MAIN PUBLIC LIBRARY
Meeting Location: (BERNHEIM HALL)
Application: ZON-UDC-003784-2026
(REZONING FROM R-1 TO R-2)

(Meeting summary, continued)

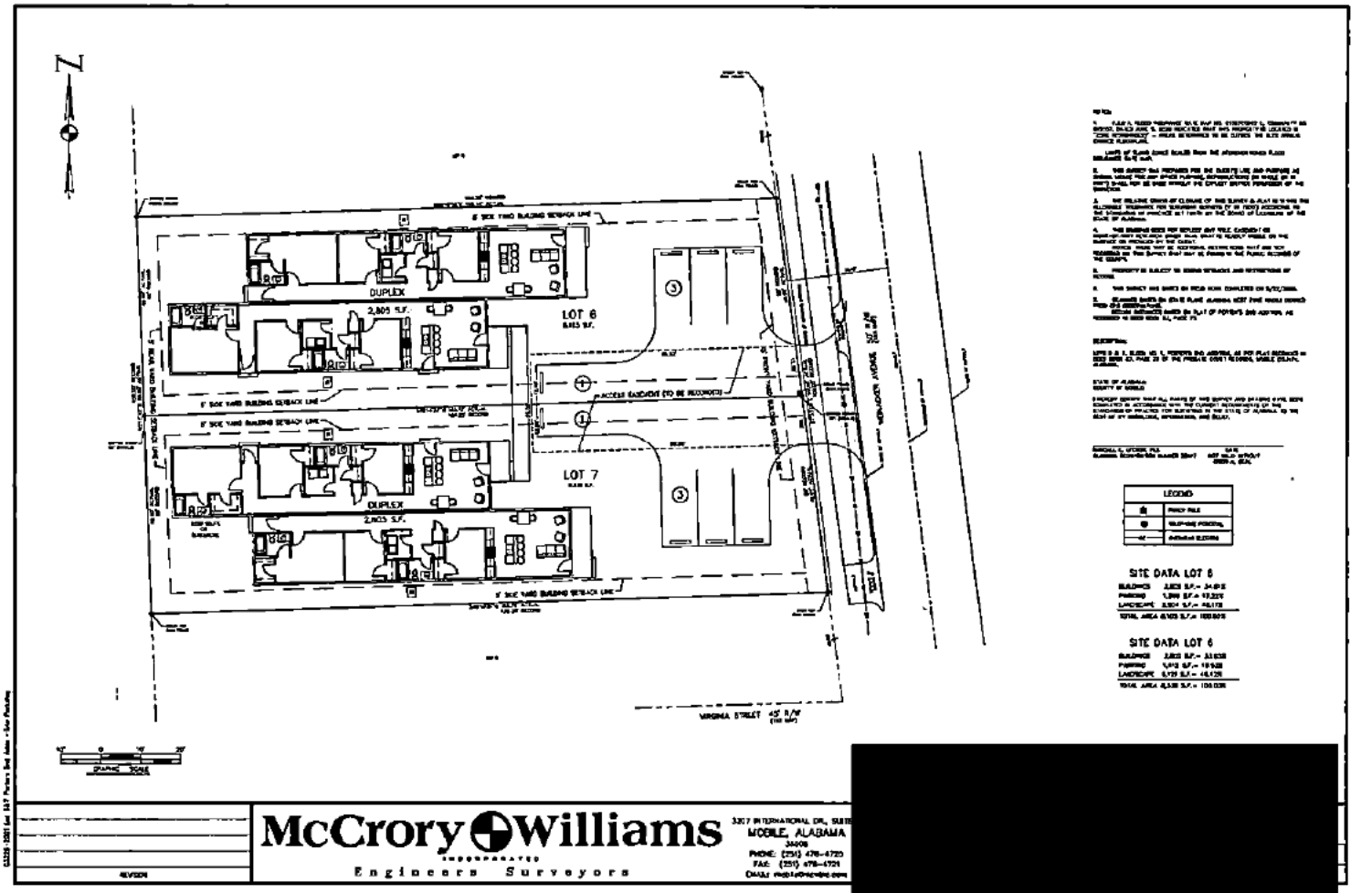
DATA CENTER OR STORAGE UNIT IN THE NEIGHBORHOOD.
MS. ASHELY BURSE INDICATED APPROVAL OF THE BUILDING ELEVATION DRAWINGS AND OF THE PROJECT IN GENERAL.
MRS. MIONSHA GAY CLOSED THE MEETING AT 6:30PM.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:30PM

Applicant's signature attesting to the accuracy of this summary:

X M. Gay **Date:** 6/26/2026



McCrory Williams
INCORPORATED
Engineers Surveyors

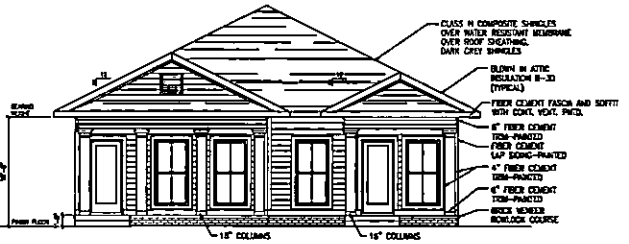
3307 INTERNATIONAL DR., SUITE
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721

[redacted]

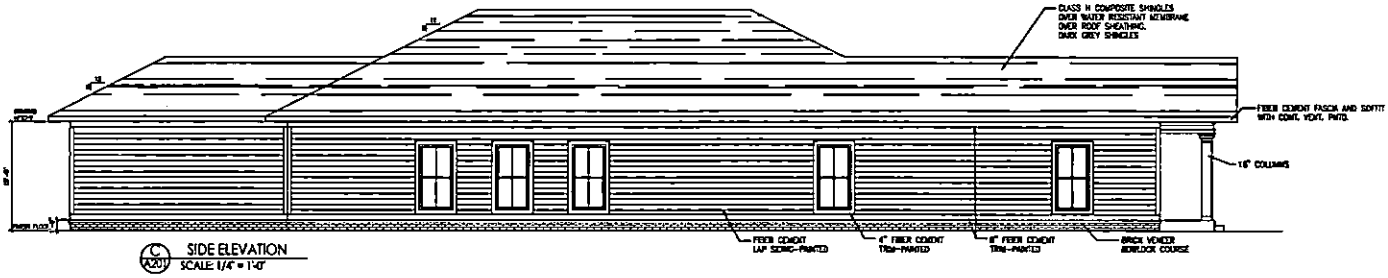
REVISION



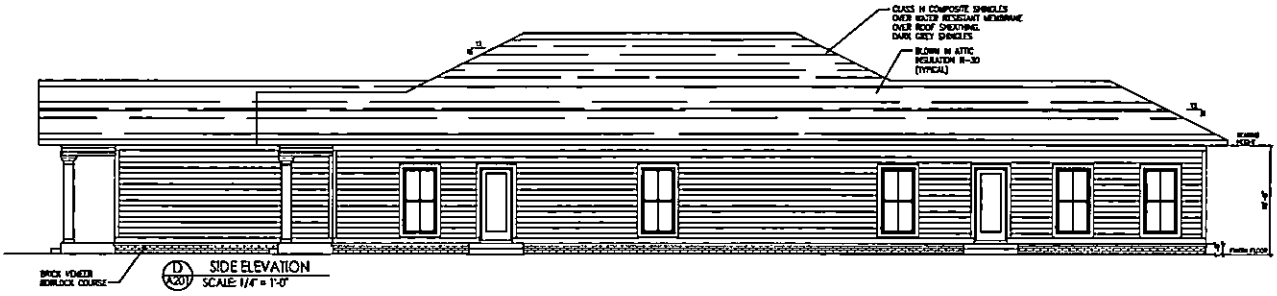
B A201 REAR ELEVATION
SCALE: 1/4" = 1'-0"



B A201 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



C A201 SIDE ELEVATION
SCALE: 1/4" = 1'-0"



D A201 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

Weinicker Ave Duplex
Lot 6 and 7

EXTERIOR ELEVATIONS AND NOTES

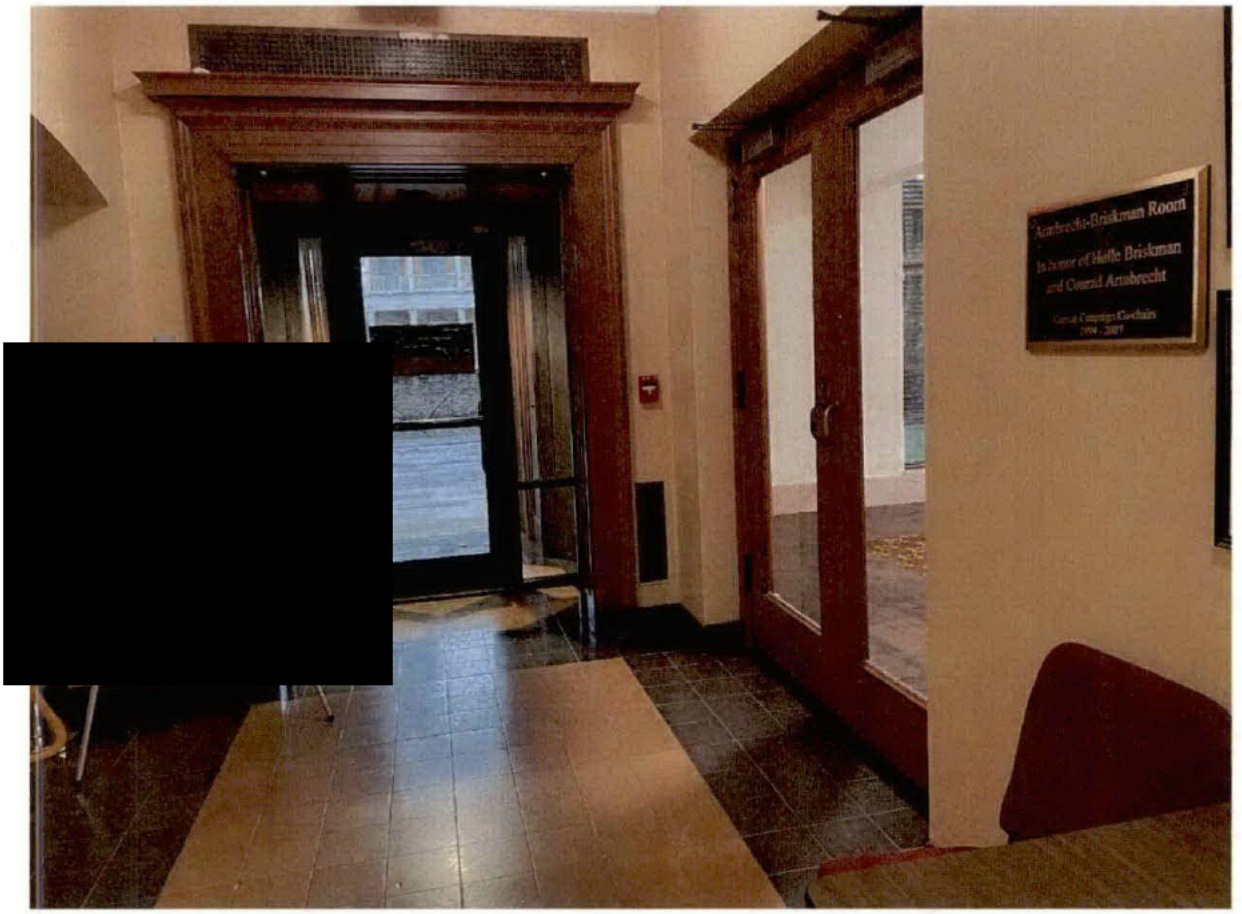
2025-34

June 7th, 2026

TEH

PCD

A201



ARMBRECHT-BRISKMAN MEETING ROOM ON THE RIGHT AND BERNHEIM HALL ON THE LEFT (WITH SIGN SHOWING REVISED LOCATION)



ENTRANCE TO BERNHEIM HALL (WITH SIGN SHOWING REVISED LOCATION)



ATTENDEES VIEWING SITE PLAN AND BUILDING ELEVATION DRAWINGS

[redacted]

Laura,

After speaking with my director and our executive director, we can accept the submitted documents for the neighborhood meeting. I will upload these to the portal and update the case accordingly.

Thank You,

[redacted]

BUILDMOBILE

[redacted]

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

Logan-

I apologize. There were a couple of us trying to get the information together to meet the deadlines for the notices, sign information and the application and that detail was missed. We had 2 churches on our mailing list and I wanted to make sure we had plenty of room available in case we had a large crowd. McCrory & Williams had used the Main Branch of the Public Library a few years ago for our Neighborhood Meeting for the Rezoning of the Property on Monday

Street (off Martin Luther King, Jr. Blvd and more than 1 mile from the rezoning site), so I knew that it had plenty of parking and we were in an auditorium that would hold 200 people.

Please let me know as soon as you decide.
Thank you,
Laura

[redacted]

Confidentiality Notice: This email and any attachments are intended only for the named recipient and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender immediately.

[redacted]

Laura,

Using the Neighborhood Meeting Site Locater app, it appears the neighborhood meeting took place more than one mile from the rezoning site. Did the applicant or agent reach out to any of the eligible locations within a mile to schedule the meeting? If none were available, please let me know and I'll discuss with my director about accepting the documents for a neighborhood meeting that was held within two miles of the site.

Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

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Sounds good, thank you.
-Laura

[redacted]

Confidentiality Notice: This email and any attachments are intended only for the named recipient and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender immediately.

[redacted]

Laura,

We're in receipt of the documents. I'll have a Planner review them and follow up if there are any concerns.

Thank You,
Logan Anderson
Principal Planner II
[redacted]

[redacted]

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

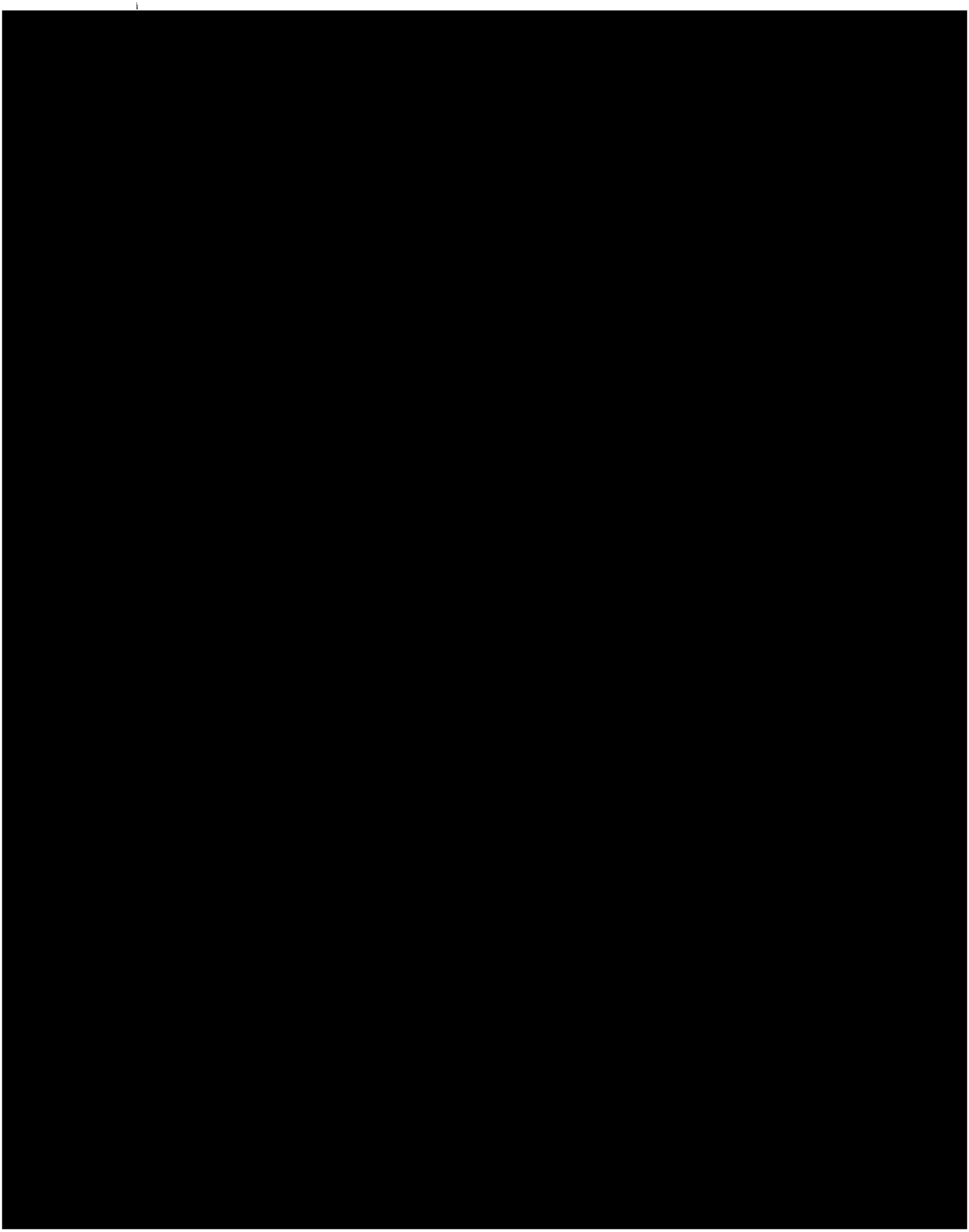
Good morning-

We have held the Neighborhood Meeting for the rezoning requested at 352 Weinacker Avenue. I tried, but was unable, to submit the attached completed Neighborhood Meeting Packet. Would you please attach it to our application?

Thank you,
Laura



Confidentiality Notice: This email and any attachments are intended only for the named recipient and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender immediately.





Agenda Item # 26

ZON-UDC-003784-2026

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

Applicant Materials for Consideration

DETAILS

Location:
West side of Weinacker Avenue, 151'± North of Virginia Street

Applicant / Agent:
MG Property Services, LLC

Property Owner:
Mark Gay

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

Proposed Zoning:
R-2, Two-Family Urban District

Future Land Use:
Mixed Density Residential

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on June 24, 2026, at 5:00 p.m. at Ben May Main Public Library (701 Government Street).

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Urban to R-2 Urban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 26 DATE July 16, 2026

APPLICANT MG Property Services, LLC

REQUEST Rezoning from R-1 to R-2

N

NTS

SITE HISTORY

The site was originally part of the *Porter's Second Addition Subdivision*, as Lot 6 and 7, the plat for which was recorded in the Mobile County Probate Court in July 1898.

This site was later annexed into Mobile City Limits in 1915.

There are no Planning Commission or any Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
1. 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.
2. 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.
3. 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.
4. 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.
5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant is requesting to rezone the subject property from R-1, Single-Family Residential Urban District, to R-2, Two-Family Residential Urban District, to allow a duplex on each lot. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code due to the request for rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on June 24, 2026, at 5:00 p.m. at the Ben May Main Public Library. According to the sign-in sheet provided by the applicant, nine (9) members of the public attended. The meeting remained open until 6:30 p.m., satisfying the requirement that Neighborhood Meetings be scheduled for a minimum of one (1) hour. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe prior to the Planning Commission meeting and executed the required checklist attesting to the accuracy and completeness of the information provided

The subject site is bordered by properties zoned R-1, Single Family Residential Urban District, to the South, East, and West, and by property zoned R-2, Two-Family Residential Urban District, to the North.

It should be noted that the property to the North was rezoned from B-2 to R-2 in 2005 to allow a duplex.

The submitted site plan illustrates a 2,805 square-foot duplex on both Lots 6 and Lot 7. There is an access easement (to be recorded) illustrated on the site plan that extends from Weinacker Avenue and facilitates cross access between the lots.

A 5-foot minimum building setback line is illustrated on the site plan along the side, front and rear property lines. It should be noted that the site is located within the Leinkauf Historic District Overlay (HDO), where front yard setbacks are required to be consistent with structures located on the same side of the street within 150-feet of a proposed building site, measured in both directions and exclusive of right-of-way. The front yard maximum setback shall be no greater than the setback of any existing structure on the same side of the street within the same block face, but in no event more than 25 feet, per Article 14 of the Unified Development Code. The site plan illustrates each building setback approximately 50 feet or more. Compliant setbacks will be evaluated at the time of permitting.

Article 3, Section 64-3-12 of the Unified Development Code (UDC) requires 1.5 parking spaces per dwelling unit. The site plan depicts eight (8) parking spaces (four (4) spaces on each lot). Parking circulation and access and maneuvering will be reviewed at the time of permitting and will be required to meet the requirements of Article 3, Section 64-3-12 of the UDC.

It should be noted that full compliance with the UDC will be required at the time of any additional proposed development.

The site plan provides a table indicating 48.17% landscape area for Lot 6 and 49.17% landscape area for Lot 7. Per Section 64-3-7 of the UDC, R-2 properties are not subject to tree and landscaping requirements.

Any proposed signage will be required to comply with the UDC and obtain separate permitting through the Planning and Zoning Department.

The applicant has noted changes in conditions in the surrounding area as justification for the rezoning request. They state that the area has *"experienced continued residential reinvestment and the demand for additional housing options, making a duplex zoning appropriate and desirable."*

This site has a Mixed-Density Residential land use designation, per the Future Land Use Map (FLUM). Staff acknowledges that the proposed R-2 zoning classification is generally consistent with the Mixed-Density Residential FLUM designation, which contemplates a range of residential housing types and densities as well as small office and commercial uses. Additionally, the site's proximity to the existing R-2 property supports the applicant's argument regarding changing conditions in the area. However, while the Comprehensive Plan and FLUM serve as guiding policy documents, rezoning requests must also be evaluated based on compatibility with surrounding development patterns, potential impacts to nearby residential properties, infrastructure capacity, and the broader public interest.

The applicant has not alleged that the original zoning classification was established in error. Rather, the request is primarily justified on the basis of changing conditions in the area and the increasing need for additional housing options in the area.

Overall, the applicant has provided justification addressing one or more of the rezoning criteria contained in Section 64-5-5.E. of the UDC, primarily the changing conditions in the area.

While not required for approval of the request, it should be reiterated that the future development of the site must comply with all applicable codes and ordinances. Such compliance must be illustrated on any/all plans submitted for any associated development permits.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

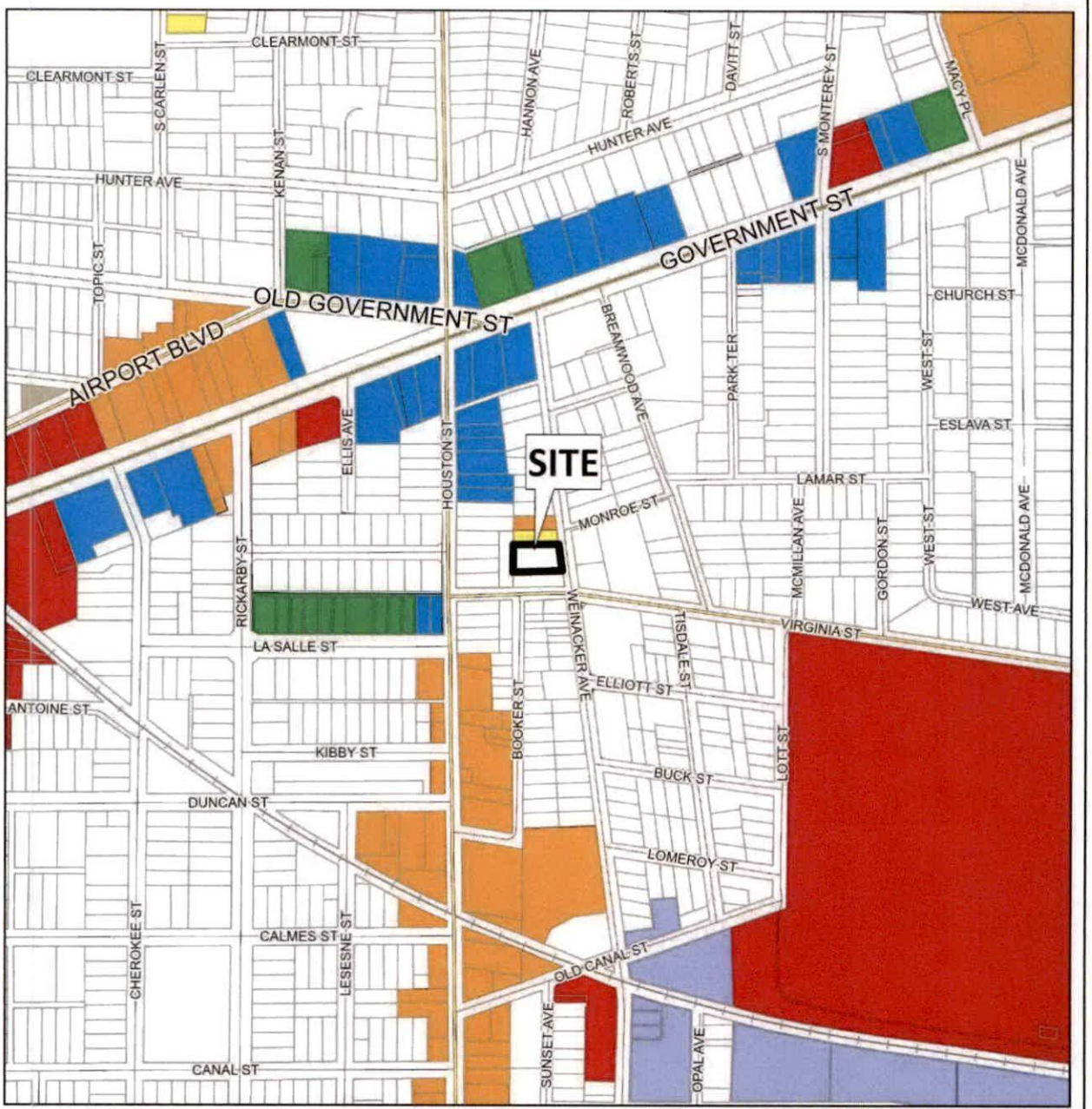
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 26 DATE July 16, 2026

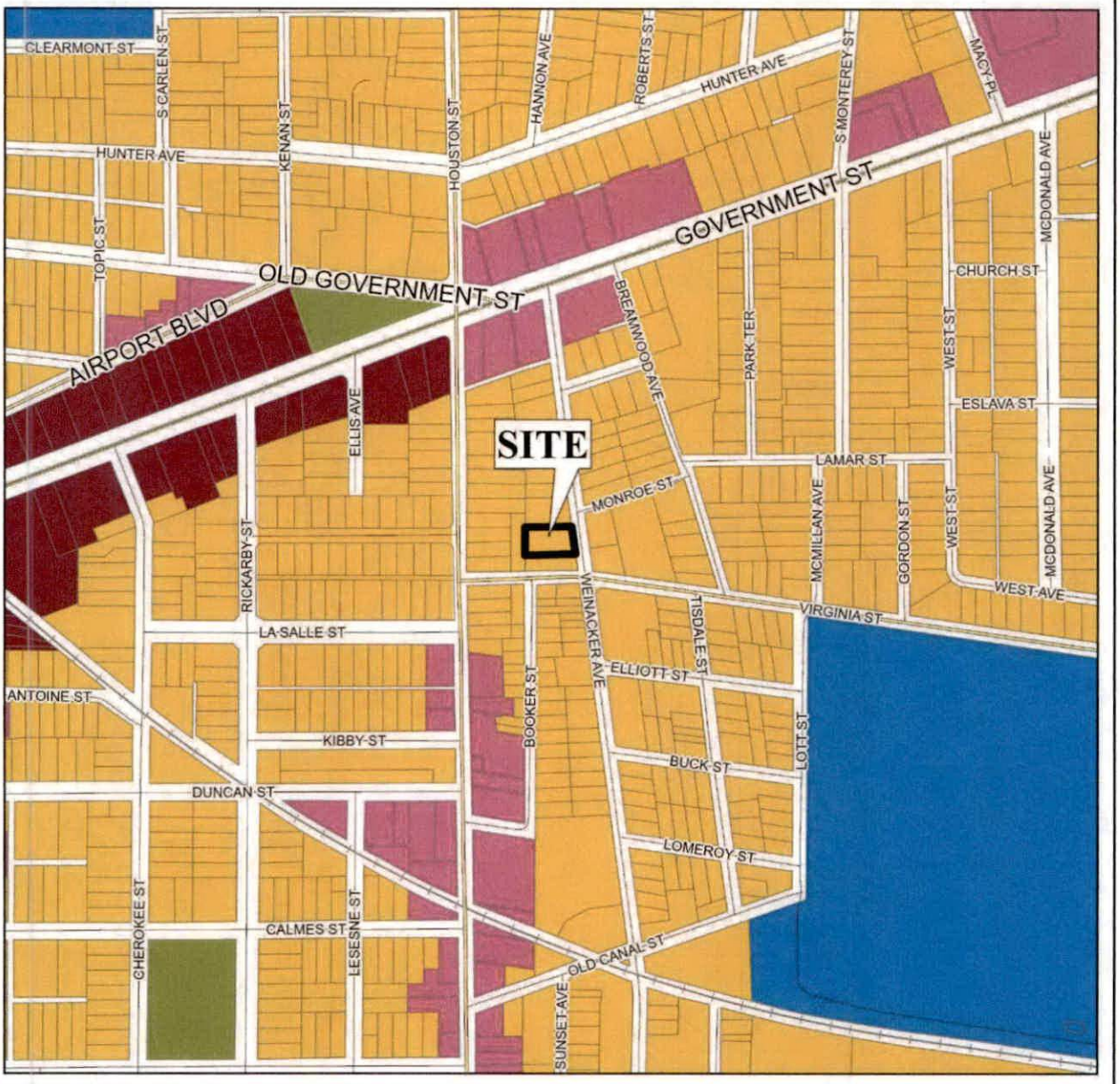
APPLICANT MG Property Services, LLC

REQUEST Rezoning from R-1 to R-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 26 DATE July 16, 2026

APPLICANT MG Property Services, LLC

REQUEST Rezoning from R-1 to R-2

- 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 units.

APPLICATION NUMBER 26 DATE July 16, 2026

APPLICANT MG Property Services, LLC

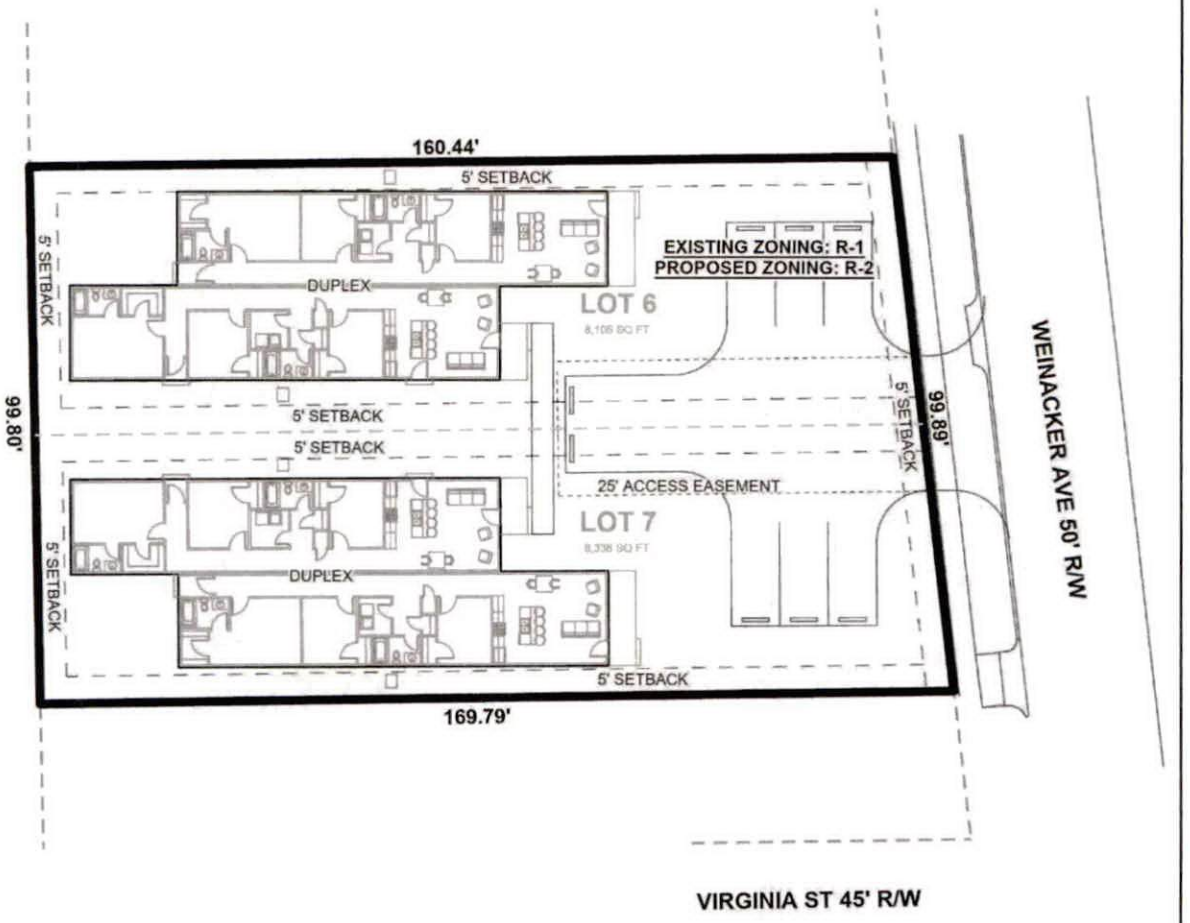
REQUEST Rezoning from R-1 to R-2

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

N

NTS

SITE PLAN



The site plan illustrates proposed duplexes, proposed zoning, parking, and setbacks.

APPLICATION NUMBER 26 DATE July 16, 2026 APPLICANT MG Property Services, LLC REQUEST Rezoning from R-1 to R-2	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)		U	U	■	■			■	■	■				■															○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)							■			U	○	○																	
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	■	■	U	■	■	○	■	○	○	○										■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)			S			S	■	S	S	○										■	■								○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)															■	■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

MIXED DENSITY RESIDENTIAL (MDR)

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

Development Intent

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

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

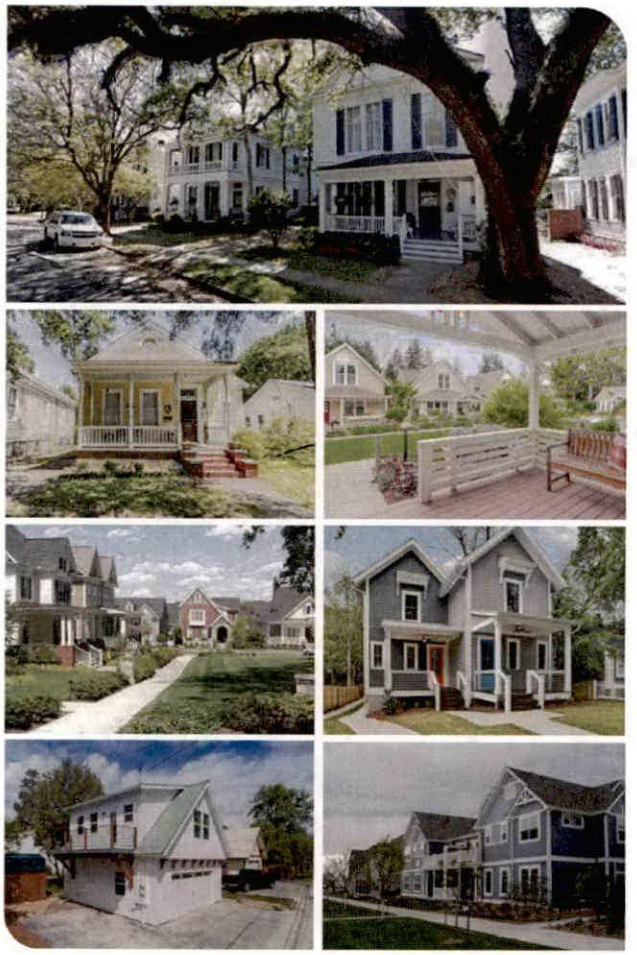
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

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

Character Example





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

Rendering: Dover Kohl