AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 25, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Keith Myrick - Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   August 18, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Request of Aynna Shade for a waiver of the Noise Ordinance at 259 Del Barco Drive

on August 29, 2026, from 4:00 p.m. - 10:00 p.m. (District 1).

Request of The Frenchmen for a waiver of the Noise Ordinance on Dauphin Street (between Joachim & Conception Sts.) on September 4, October 2, November 6, and December 4, 2026, from 6:00 p.m. - 9:00 p.m. (District 2).

Request of Olivia George for a waiver of the Noise Ordinance at 1508 Monroe Street on October 24, 2026, from 5:00 p.m. - 11:00 p.m. (District 2).

Request of iHeart Media for a waiver of the Noise Ordinance at Cooper Riverside Park on October 24, 2026, from 4:00 p.m. - 7:00 p.m. (District 2).

Request of Dr. Raoul Richardson for a waiver of the Noise Ordinance at 522 Dauphin Street on September 28, 2026, from 5:00 p.m. - 9:30 p.m. (District 3).

Request of Fleet Feet Mobile for a waiver of the Noise Ordinance at Medal of Honor Park on October 17, 2026, from 10:00 a.m. - 12:00 p.m. (District 6).

Request of St. John Lodge #2 for a waiver of the Noise Ordinance at Langan Park on September 26, 2026, from 10:00 a.m. - 3:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to declare the structure at 619 Summerville Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 612 Cedar Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1213 Chinquapin Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 266 Kennedy Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1120 Partridge Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 303 Rylands Street a public nuisance and order it demolished (District 2).

Public hearing to consider the application of Elite1 Stop Services, LLC for a Certificate

of Public Convenience and Necessity to operate a shuttle service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Justin Blankenship - speak about homelessness in Mobile.

Dr. Raoul Richardson - speak about MOJO's 25th Anniversary

Reggie Hill - request for various investigations, amendments to Chapter 46, FY27 budget, and tourism.

13. CIP RESOLUTIONS HELD OVER

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.).

14. RESOLUTIONS HELD OVER

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.).

01-876 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).

08-883 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.).

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).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-897 Appoint Virginia Behlan, Dr. Alison Henry, Stephen McNair, Joan Hoffman, Weathers Bolt, Sydney Cramer, Josh Comingore, and David Thomas to the Mobile Historic Development Commission (sponsored by Mayor Cheriogotis) (submitted by Marion McElroy, Build Mobile).

31-898 Authorize the Mayor to apply, accept, and receive a grant from the Community Foundation of Alabama for the 2026 Community Foundation Resilience Invitation; $30,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt., and Lance Slater, Resilience Dept.).

31-899 Authorize the Mayor to apply, accept, and receive a grant to the U.S. Department of Transportation's Federal Highway Administration Funding Opportunity for Stopping Threats on Pedestrians Competitive Grant Program to support the installation of bollard safety features in the downtown area; ($3,000,000.00) (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennfier Greene, Program & Project Mgmt., Curtis Graves, Public Safety, and Nick Amberger, Eng. & Infrastructure).

37-900 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Hop In Convenience Store, 3000 Old Shell Road (sponsored by Councilmember Penn).

37-901 Recommend approval to the ABC Board for issuance of a Special Events Retail License to The Jimmy Buffett Experience Grand Opening, 155 S. Water Street

(sponsored by Councilmember Ingram).

37-902 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Port City Classic, 1621 Virginia Street (sponsored by Councilmember Ingram).

37-903 Recommend approval to the ABC Board for issuance of a Special Retail - More than 30 Days License to Sweet Dreams Haunted Attraction, 811 St. Francis Street (sponsored by Councilmember Ingram).

40-904 Declare the structure at 619 Summerville Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-905 Declare the structure at 612 Cedar Avenue a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-906 Declare the structure at 1213 Chinquapin Street a public nuisance and order it demolished (sponsored by Counilmember Ingram).

40-907 Declare the structure at 266 Kennedy Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-908 Declare the structure at 1120 Partridge Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-909 Declare the structure at 303 Rylands Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

58-910 Declare weeds noxious, Group 1682 (sponsored by Mayor Cheriogotis).

58-911 Assess cost for removal of weeds, Repeat Weed Lien Group #105 (sponsored by Mayor Cheriogotis).

60-912 Determine an appropriation to Liberty Learning Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Logan Gewin, Finance Dept.).

60-913 Determine an appropriation to Kingdom Covenant Connections serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Logan Gewin, Finance Dept.).

60-914 Determine an appropriation to Gulf City Golfers, Inc. serves a public purpose

and approve payment (sponsored by Councilmember Gregory) (submitted by Logan Gewin, Finance Dept.).

60-915 Determine an appropriation to The Courtyards at Magnolia Grove Property Owner's Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Logan Gewin, Finance Dept.).

60-916 Determine appropriation to the Claudia Leatherwood Legacy Foundation, Inc. serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Logan Gewin, Finance Dept.).

60-917 Determine appropriation to The Maynard 4 Foundation serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Logan Gewin, Finance Dept.).

60-918 Determine appropriation to the University of South Alabama serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Logan Gewin, Finance Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-919 Authorize Agreement with Nimble Energy, Inc. for building operations, utility data analytics and management; $34,700.00 (sponsored by Mayor Cheriogotis) (submitted by Lance Slater, Resilience).

01-920 Authorize Agreement with North America Fire Equipment Company, Inc. for uniforms for MFRD; NTE $500,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

01-921 Authorize renewal of Independent Contractor Services Agreement with Thompson Engineering, Inc. for embedded engineering and project management support; $421,789.92 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

08-922 Approve purchase order to Best Price Services, LLC for storm drainage vegetation and debris removal, Zeigler Blvd. to Three Mile Creek; $21,500.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-923 Approve purchase order to Godwin Land Solutions, LLC for storm drainage vegetation and debris removal, West Mobile Regional Library to South University Blvd.; $27,000.00 (sponsored by Councilmember Reynolds and Mayor Cheriogotis)

(submitted by John Paine, Purchasing Dept.).

08-924 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, Orangeburg Drive, N. right of way between Anders Drive and Greenway Drive N.; $29,372.40 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-925 Approve purchase order to Prime Professional Concrete Pumping & Finishing, LLC for storm drainage vegetation and debris removal, Burma Rd., W. to Dodge Ct.; $18,900.00 (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-926 Approve purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal, Dauphin Island Pkwy. to 2107 Highland Ct.; $20,000.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-927 Approve purchase order to Capital Tractor, Inc. for steer loader with attachments for MFRD; $67,534.08 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-928 Approve purchase order to Covington Civil & Environmental, LLC for public marina or docking facilities feasibility study; $48,900.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-929 Approve purchase order to Galls, LLC for hat and breast badges for MPD; $19,029.90 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-930 Approve purchase order to Gametime for benches and shelter tables for Parks Dept.; $20,504.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-931 Approve purchase order to McSweeney Auto Group Clanton, LLC for Chevrolet Silverado pickup truck for Animal Services; $44,489.52 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-932 Approve purchase order to Reconview, LLC for camera trailers with power camera, mast, and storage upgrades for MPD; $104,330.38 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-933 Approve purchase order to Safeware, Inc. for bomb suit with helmet for MPD;

$51,096.48 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-934 Approve purchase order to Savant Learning Systems, d/b/a Virtual Academy, for annual subscription renewal for police officer virtual training courses; $20,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-935 Approve purchase order to Star Graphics, Inc. to replace transit fleet vehicle graphics; $230,950.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-936 Approve purchase order to Sunbelt Fire, Inc. for coats and pants with thermal liners and vapor barriers for MFRD; $104,390.00 (sponsored by Mayor Cherigotis) (submitted by John Paine, Purchasing Dept.).

08-937 Approve purchase order to Sunsouth, LLC for tractor with boom mower for Stormwater Dept.; $230,920.80 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-938 Appropriate funds in the Municipal Government Capital Improvement Fund to various capital projects; $900,000.00 (sponsored by Mayor Cheriogotis) (submitted by Tiffany Hollins, Capital Projects).

09-939 Appropriate funds in the FY2027 Rebuild Alabama Allocation to the TIGER/South Broad Street project; $1,600,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt., and John Forrester, Eng. Dept.).

09-940 Transfer funds from General Fund to Capital Project North McGregor Reconstruction; $250,000.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

13-941 Authorize Change Order No. 5 twith PL Russell, LLC for Cooper Riverside Park-Great Lawn Upgrades; $324,409.52 increase (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-942 Authorize Contract with McElhenney Construction Co., LLC for N. McGregor Ave. Reconstruction Roundabout to Springhill Avenue; $1,419,344.43 (sponsored by Councilmembers Fleming, Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-943 Authorize Contract with Watermark Consulting for Africatown Welcome

Center museum contents; $240,954.15 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

31-944 Authorize the Mayor to apply, accept, and receive a grant from the National Park Service's Land and Water Conservation Fund for the Outdoor Recreation Legacy Partnership Grant for Phase 2 of Brookley by the Bay; $7,495,000.00 ($7,495,000.00 match) (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt.).

37-945 Consider the application of Elite1 Stop Services, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

17. CALL FOR PUBLIC HEARINGS

41-946 Call for public hearing to consider adoption of the 2026-2027 General Fund and Capital Improvement Fund Budgets (scheduled for September 8, 2026).

18. ANNOUNCEMENTS



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

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 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:
Lana Pafenbach
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 Ridgeland 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

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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

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

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 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:
Lana Pafenbach
Lana Pafenbach

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= .

==========
****** 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=
==========

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 25, 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:
Lana Pafenbach
Lana Pafenbach

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

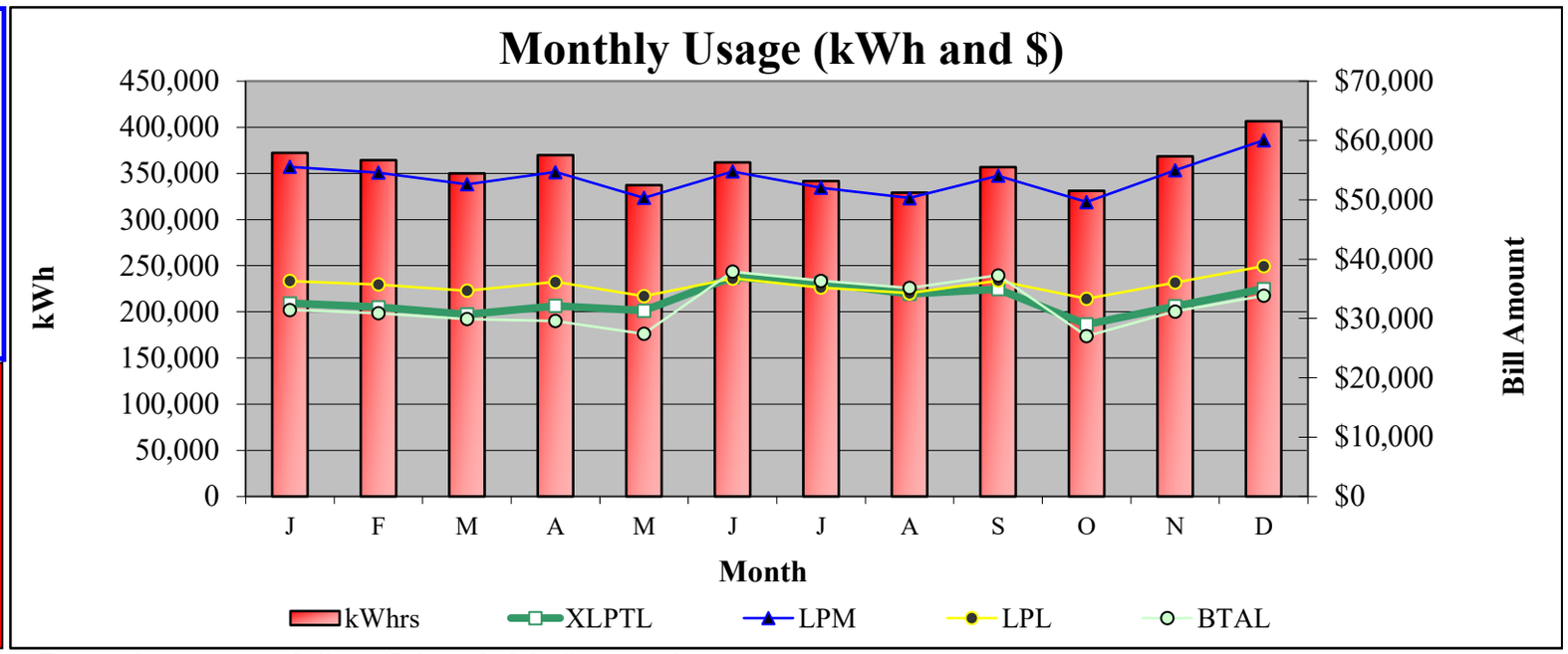
Year 2025 Rates

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 25, 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:
Lana Pafenbach
Lana Pafenbach

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	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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
	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.	81750.00	35523.09
GIS EXP SOFTWARE COSTS		

***** 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 25, 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:
Lana Pafenbach
Lana Pafenbach

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

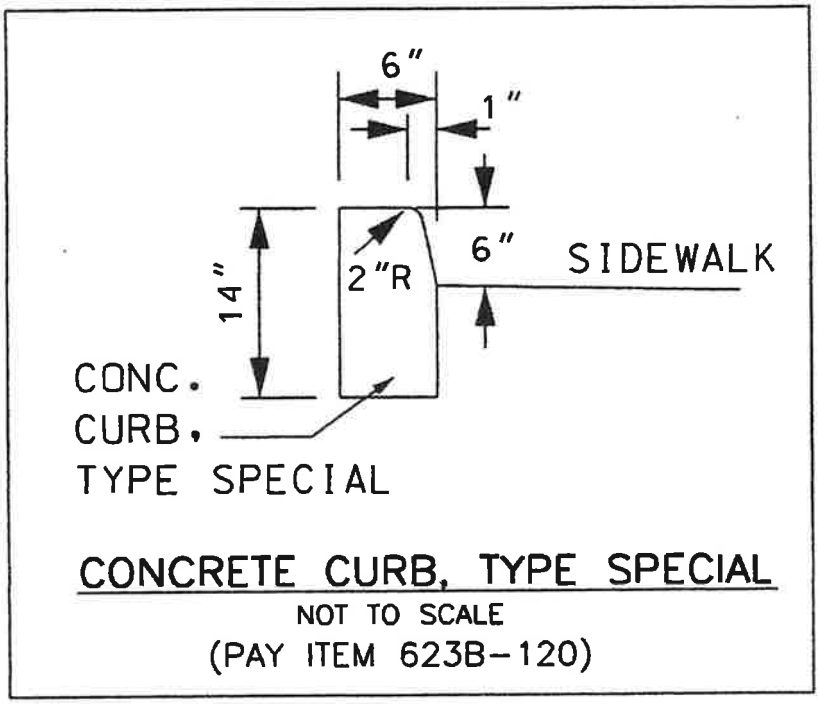
Sean Estes, P.E.

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

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 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	Publication Date
0	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:

Tom Smith

ITS SECRETARY

Tom Smith (Print)

6/

DATE

Corporate Seal

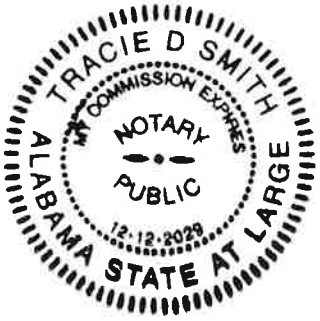
STATE OF ALABAMA }
COUNTY OF MOBILE }

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.

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

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 _____, ____

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:

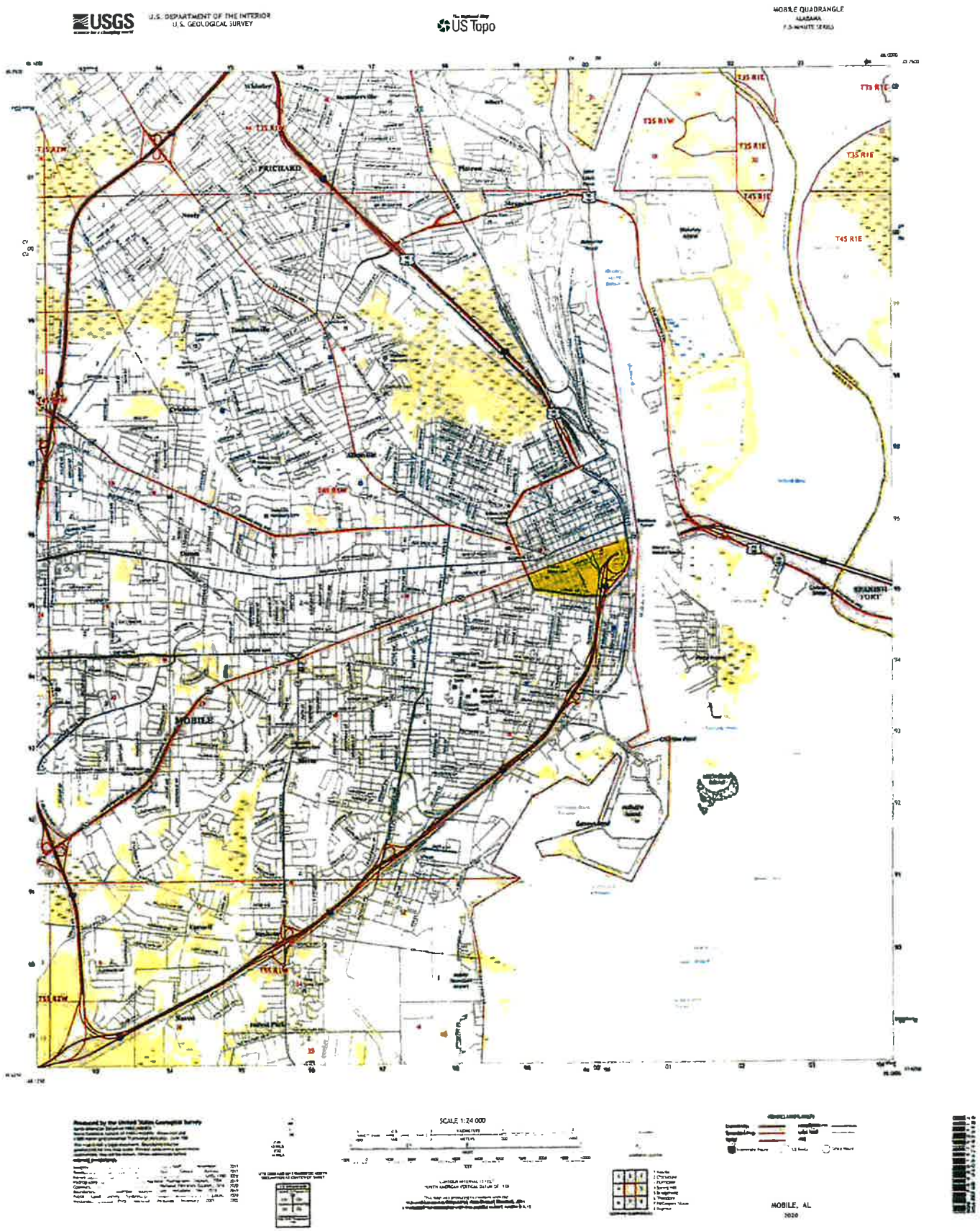
$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sun value of pay item (in dollars)}} = \text{Amount Payable (in percent)}$$

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

ACORD®

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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] 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 [ ] SCHEDULED AUTOS [ ] X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			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? Y/N [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
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.

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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	X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS 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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			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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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 FINAL _____
MARCH JUNE SEPT DEC

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

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.

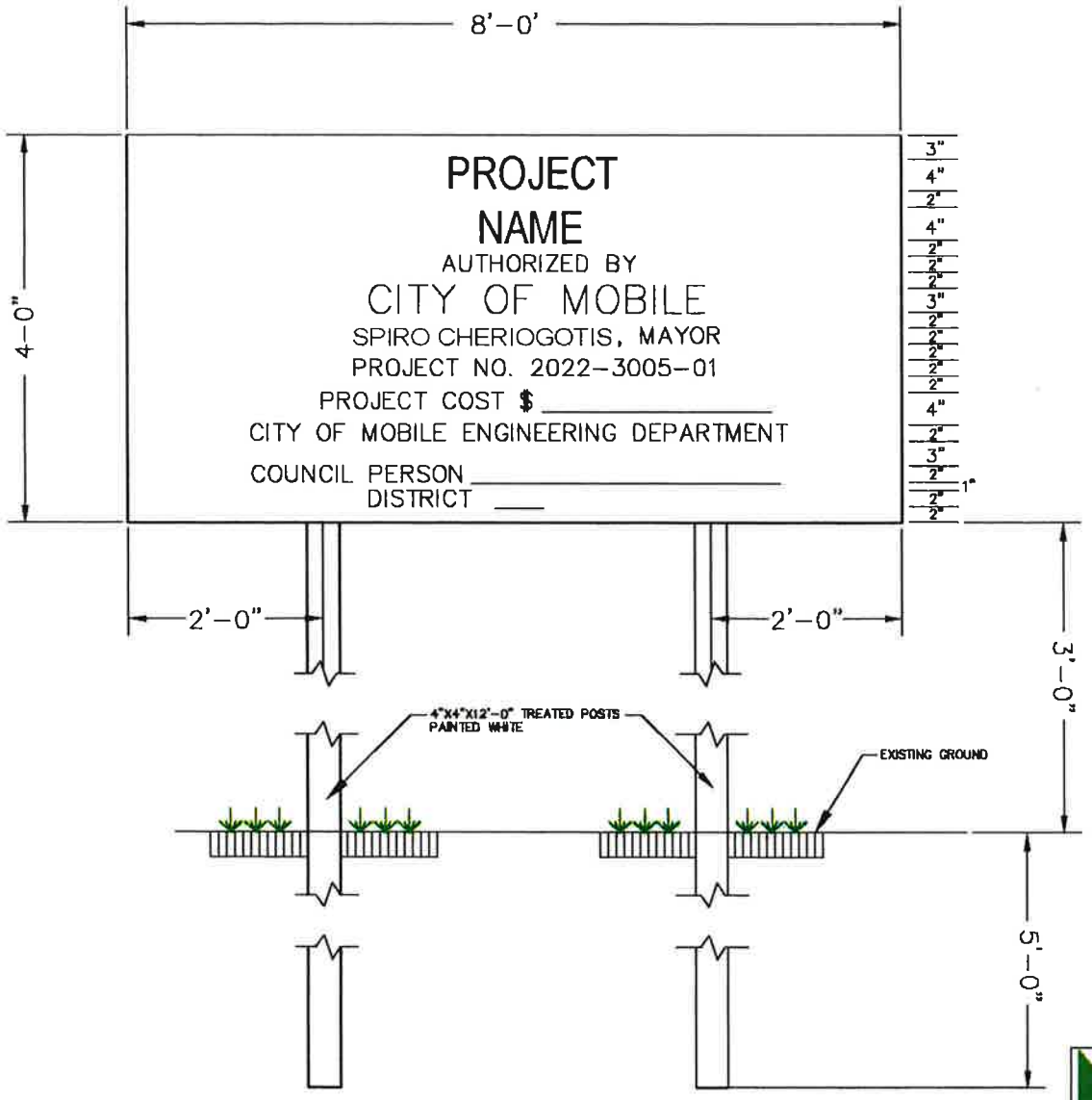
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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 25, 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:
Lana Pafenbach
Lana Pafenbach

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 25, 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:
Lana Pafenbach
Lana Pafenbach

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

21-783 **2023**

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

Samsara Inc
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:

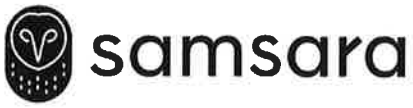
Signature: W J Stimpson

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
INSURED Samsara Inc. 1 De Haro San Francisco, CA 94107	**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 :**

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 [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [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] **(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

Connected Operations™

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

samsara

Connected Operations™

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.

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.

Samsara Inc
1 De Haro Street
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

Samsara Inc
1 De Haro Street
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.

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

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 25, 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. Cover letter
2. Tyler SaaS Agreement
3. 01-895-2026

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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.

By: Erik Graney

Name: Erik Graney

Title: Senior Corporate Attorney

Date: May 28, 2026

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

City of Mobile, Alabama

By:

Name: Spiro N. Cheriogotis

Title: Mayor

Date:

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.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- 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").

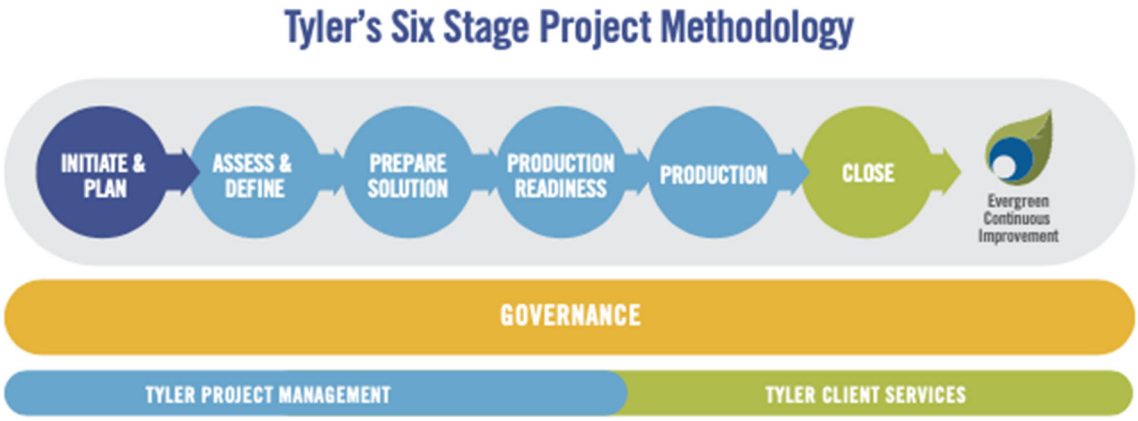
The overall goals of the project are to:

- 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

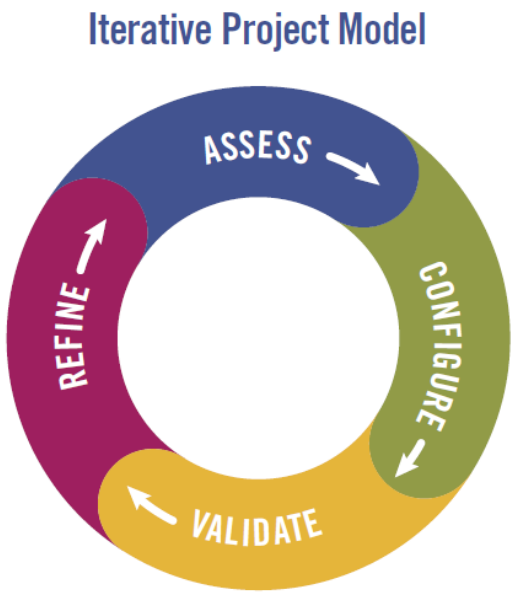
This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a 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.



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.



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.

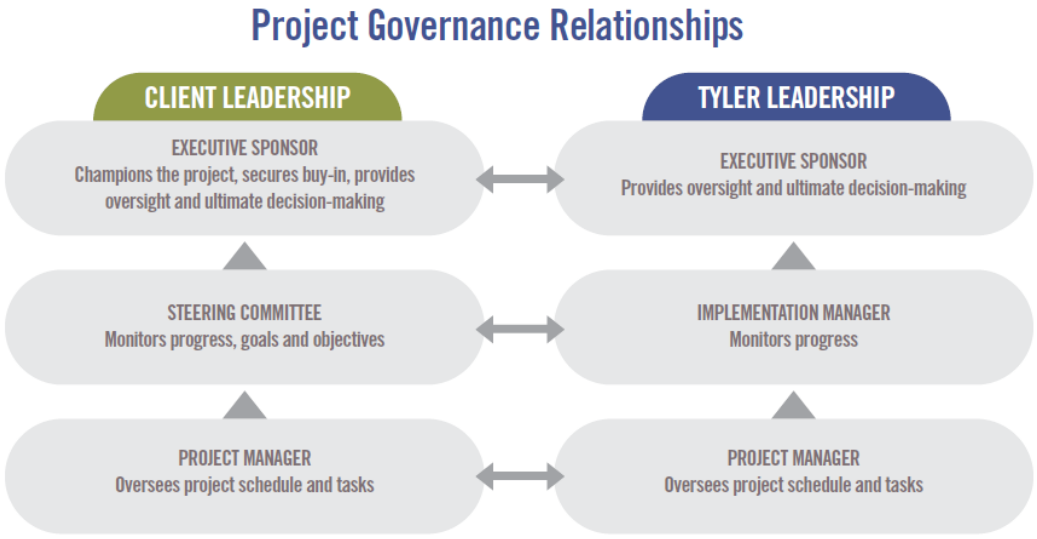
Part 2: Project Foundation

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

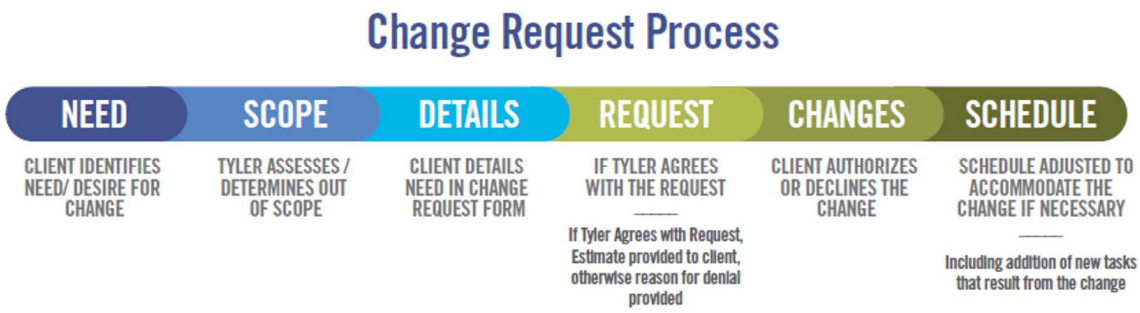
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. 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)	

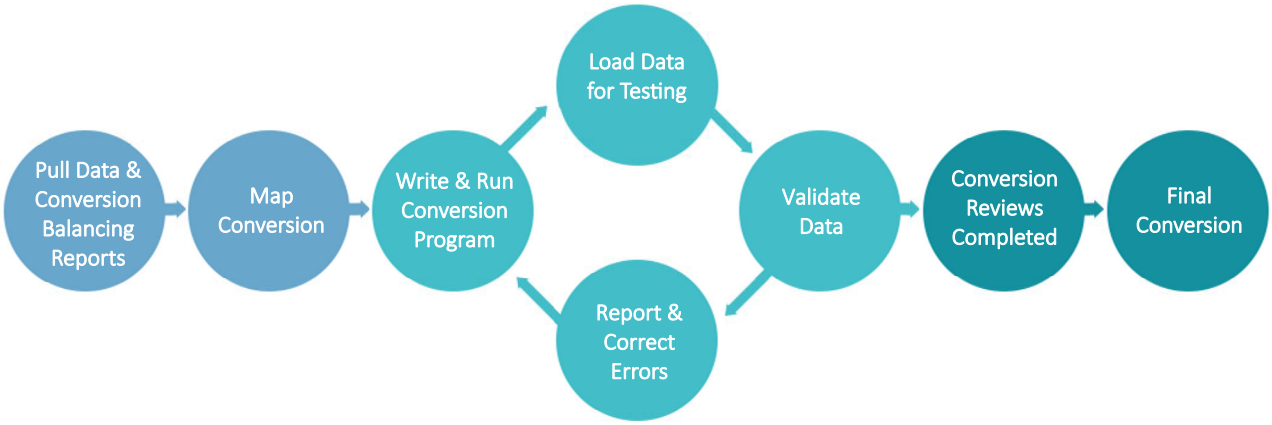
Work package assumptions:

- 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.

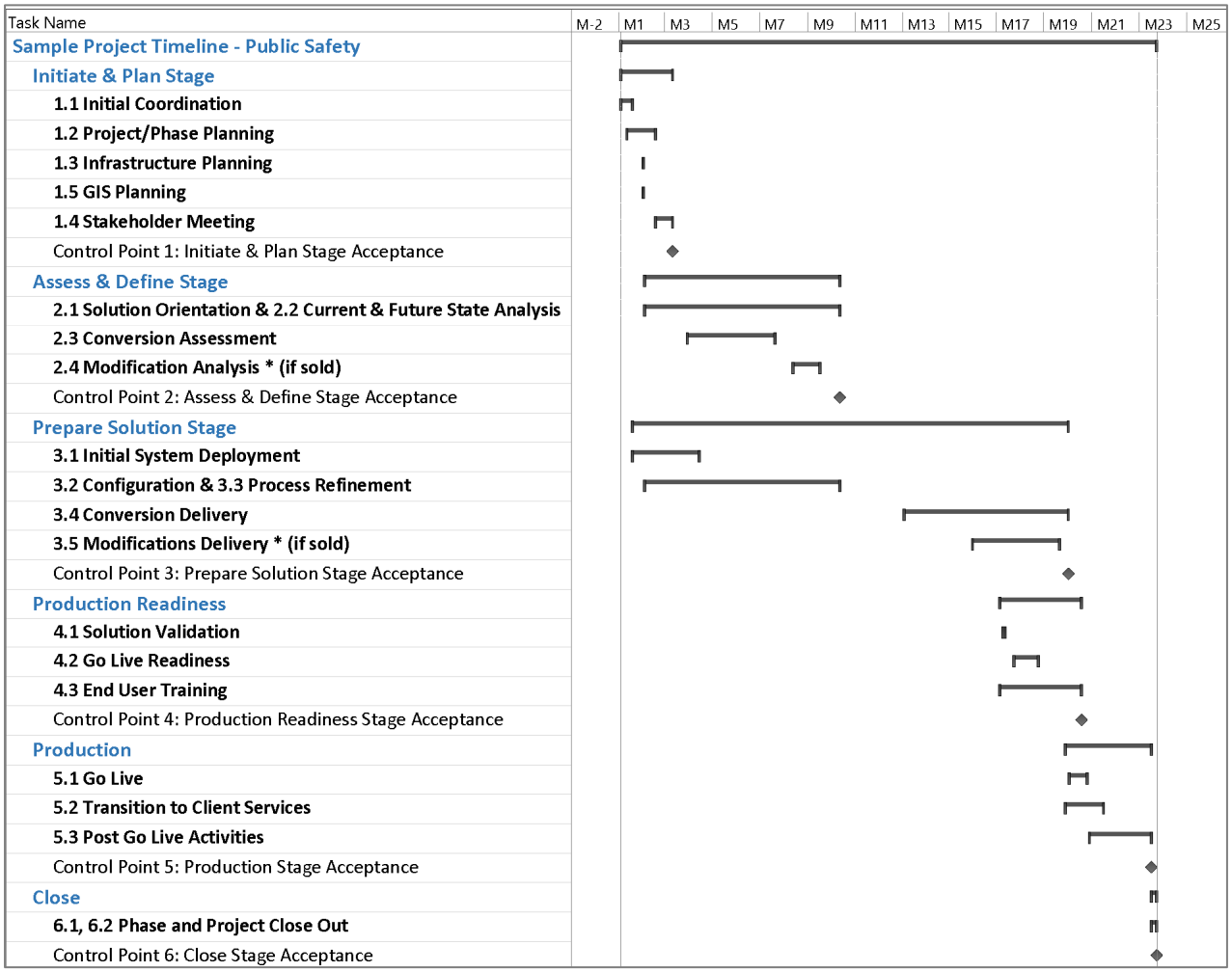
6. As provided in the Data Conversion Plan, the City will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the City's commitment 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			10UENBA4DHY	04/01/2026	04/01/2027	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 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10UENBK8G3C	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			10XHUBC1DGX	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS88300	04/01/2026	04/01/2027	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
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

(Includes copyrighted material of Insurance Services Office, Inc. with its permission.)

(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
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_7pwdIFg9vTa-1rZaehUE_4ozQlF-Dwe

"Mobile, AL Tyler SaaS Agreement 052726 from Client" History

Document created by Stacey Gerard (stacey.gerard@tylertech.com)
2026-05-28 - 4:57:38 PM GMT- IP address: 163.116.144.106

Document emailed to Erik Graney (erik.graney@tylertech.com) for signature
2026-05-28 - 4:58:36 PM GMT

Email viewed by Erik Graney (erik.graney@tylertech.com)
2026-05-28 - 4:59:14 PM GMT- IP address: 163.116.249.64

Document e-signed by Erik Graney (erik.graney@tylertech.com)
Signature Date: 2026-05-28 - 4:59:57 PM GMT - Time Source: server- IP address: 163.116.249.64 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-28 - 4:59:57 PM GMT

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, 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

RESOLUTION

Sponsored by: Spiro Cheriogotis, Mayor

WHEREAS, Spiro Cheriogotis, Mayor, pursuant to Mobile City Code Section 44-72, has nominated the below named individuals to serve on the Mobile Historic Development Commission:

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Mobile Historic Development Commission, as follows:

Virginia Behlan effective August 31, 2026 for a 3 year term ending December 31, 2029.
Dr. Alison Henry effective August 31, 2026 for a 3 year term ending December 31, 2029.
Stephen McNair effective August 31, 2026 for a 3 year term ending December 31, 2029.
Joan Hoffman effective August 31, 2026 for a 3 year term ending December 31, 2029. Weathers Bolt effective August 31, 2026 for a 3 year term ending December 31, 2029.
Sydney Cramer effective August 31, 2026 for a 3 year term ending December 31, 2029.
Josh Comingore effective August 31, 2026 for a 3 year term ending December 31, 2029.
David Thomas effective August 31, 2026 for a 3 year term ending December 31, 2029.

Adopted: _____

_____

City Clerk

August 18, 2026

Dear Councilmembers:

The Office of Resilience has requested that the Office of Grants Management submit an application for the 2026 Community Foundation Resilience Invitation Grant. If awarded, the funding will support the City of Mobile's native planting pilot, which is testing various native seed mixtures to address several challenges, including maintenance costs, erosion, and the beautification of unprogrammed areas throughout the City. Funding for this project is provided by the Community Foundation of South Alabama through the 2026 Resilience Invitation Grant. The total amount of grant assistance requested shall not exceed $30,000.00. This award does not require a local match. The application deadline is September 2, 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, accept and receive from the Community Foundation of South Alabama, grant assistance up to the amount of $30,000.00 under the 2026 Resilience Invitation Grant program, to fund a native seed mixture pilot program to test multiple native seed mixtures for erosion control, maintenance reduction, and beautification of unprogrammed areas throughout the City of Mobile. This award requires no local match.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Community Foundation of South Alabama. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

August 19, 2026

Dear Councilmembers:

The City of Mobile's Department of Engineering and Infrastructure and Department of Public Safety are requesting that the Grant Management Department submit an application for the U.S. Department of Transportation Federal Highway Administration Funding Opportunity entitled, *Stopping Threats on Pedestrians Competitive Grant Program (Bollards).* The purpose of the Bollards Competitive Grant Program is to provide funding for bollard installation projects designed to prevent pedestrian injuries and acts of terrorism in areas used by large numbers of pedestrians. The focus of this application will be the downtown area inside of the Hank Aaron Loop, where events like Mardi Gras parades, Art Walk, and other large community events draw upwards of 150,000 pedestrians during a short amount of time. In addition, this application will include adding bollard safety features in and around the new Regions Arena area.

The application deadline is September 9, 2026. The City intends to submit an application for up to $3,000,000. There is no match requirement. 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, accept and receive from the United States Department of Transportation, Federal Highway Administration (FHWA), grant assistance in an amount up to $3,000,000.00 under the Stopping Threats on Pedestrians Competitive Grant Program (Bollards), to support the installation of bollard safety features in the downtown area inside of the Hank Aaron Loop. This award requires no local match.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the United States Department of Transportation, Federal Highway Administration (FHWA). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Om Shree Ganesh, LLC
Location:	Hop In Convenience Store 3000 Old Shell Road Suite B Mobile, AL 36607

Adopted:

_____

City Clerk

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/30/2026	TRANSFER - OWNERSHIP	2026 - 5812	134734	1	August 25, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

OM SHREE GANESH LLC

Trade Name (DBA)

HOP IN CONVENIENCE STORE

Location Address

3000 OLD SHELL RD STE B

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

[redacted]

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/30/2026	TRANSFER - OWNERSHIP	2026 - 5812	134734	1	August 25, 2026

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

OM SHREE GANESH LLC

Trade Name (DBA)

HOP IN CONVENIENCE STORE

Location Address

3000 OLD SHELL RD STE B

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

[redacted]

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **August 12, 2026**

Re: **Application # 5812 / 3000 Old Shell Rd. Ste. B**

Regarding the above-referenced application, the subject property is zoned B-2. A convenience store with retail beer and wine sales is a permitted use within this zoning district.

Based on information available to staff, including previous approvals, the site meets the parking requirements of the Unified Development Code.

The property is located within Council District #1, represented by Councilmember Cory Penn.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5812 DATE 8/25/2026

APPLICANT OM SHREE GANESH LLC

LOCATION 3000 OLD SHELL RD STE B

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/30/2026	TRANSFER - OWNERSHIP	2026 - 5812	134734	1	August 25, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
OM SHREE GANESH LLC	HOP IN CONVENIENCE STORE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	03/02/2026	001-238-813	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
35-2952676	R012904250		

Physical Address (Street Address, Suite #)	City	State	Zip Code
3000 OLD SHELL RD STE B	MOBILE	AL	36607

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JAIKUMAR PATEL	MEMBER			

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
SAI AAS LLC	OLD SHELL FOOD MART

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	114563	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
OLD SHELLAND SAGE CENTER LLC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,620	0	YES	NO	SHOPPING CENTER	

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PATEL JAIKUMAR RAMESHBHAI	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	MAINTAINING DRUGINVOL\	FBI	10/26/2020	DISMISSED

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Jaikumar Patel	08/10/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	Owner

Sworn to and subscribed before me this 10th day of August 20 26

Notary Person Printed Name	My Notary Commission Expires
Tara Lynn Harris	February 11, 2030

[redacted]

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

OM SHREE GANESH LLC

dba HOP IN CONVENIENCE STORE

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

3000 OLD SHELL RD STE B , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on August 25, 2026 for application number 2026 - 5812

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

[redacted]nature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

OM SHREE GANESH LLC

Trade Name (DBA)

HOP IN CONVENIENCE STORE

Location Address

3000 OLD SHELL RD STE B

Zip Code

36607

Application Number

2026 - 5812

Notice Post Date @ Location

07/30/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 25, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

[redacted]

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/30/2026	TRANSFER - OWNERSHIP	2026 - 5812	134734	1	August 25, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

OM SHREE GANESH LLC

Trade Name (DBA)

HOP IN CONVENIENCE STORE

Location Address

3000 OLD SHELL RD STE B

City, State, Zip Code

MOBILE AL 36607

Contact Person Information

Name	Title	POA	Phone	Email
JAIKUMAR PATEL	MEMBER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 05/21/2026

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

[redacted]

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260713141802717

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SAI AAS LLC
Address: 3000 OLD SHELL RD STE B
MOBILE, AL 36607
Telephor

NEW APPLICANT:
OM SHREE GANESH LLC
Address
Telephor

Current License No: 114563

LICENSED PREMISES ADDRESS: 3000 OLD SHELL RD STE B MOBILE, AL 36607

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 13 day of July, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

[redacted]

Print Name:
Title:

WITNESS: (By ABC Enforcem

[redacted]

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260713141802717

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: HOP IN CONVENIENCE STORE

Filing Fee:

Applicant: OM SHREE GANESH LLC

Transfer Fee: $150.00

Location Address: 3000 OLD SHELL RD STE B MOBILE, AL 36607

Mailing Address:

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-238-813

Do you sell Draft Beer?: N/A

Date Incorporated: 03/02/2026 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 03/02/2026

Federal Tax ID: 35-2952676 **Alabama State Sales Tax ID:** R012904250

Name:	Title:	Date and Place of Birth:	Residence Address:
JAIKUMAR RAMESHBHAI PATEL	MEMBER	0	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260713141802717

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JAIKUMAR PATEL
Business Phon
Fax:

Home
Cell P
E-mai

PREVIOUS LICENSE INFORMATION:
Trade Name: OLD SHELL FOOD MART
Applicant: SAI AAS LLC

Previous Vendor Number: 114563

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOAR
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260713141802717

[redacted]

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: OLD SHELL AND SAGE CENTER LLC

What is lessors primary business? LEASING CONVENIENCE STORES

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 3620

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOAR
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260713141802717

[redacted]

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JAIKUMAR RAMESHBHAI PATEL	10/26/2020 MAINTAINING DRUG INVOLVED PREMISES	FBI	DISMISSED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260713141802717

Initial each — **Signature page**

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): [redacted]

Signature of Applicant: [redacted]

Notary Name (print): Sandy Durham

Notary Signature: [redacted]

Com[redacted]

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260713141802717

[redacted]

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STE B

[redacted]

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BO

MONTGOMERY, ALABAMA

2025-2026

LICENSE EXPIRES SEPTEMBER 30, 202

RENEW LICENSE(S) BEFORE AUGUST 1,

Confirmation Number: 2025061900000672

Renewal Period: June 1, 2026 Through July 31, 2026

License Number: 011456349

County:	MOBILE	Tobacco Business Type:	41	Vending Machines:	0
Effective Date:	10/01/2025	Printed Date:	06/19/2025		

Trade Name: **OLD SHELL FOOD MART**

Licensee: **SAI AAS LLC**

Location: **3000 OLD SHELL ROAD STE B**
MOBILE **AL** **36607**

Mailing Address: **3000 OLD SHELL ROAD STE B**
MOBILE **AL** **36607**

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

109924

[redacted]

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STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Om Shree Ganesh LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Jaikumar R Patel

   Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

   _____

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address): _____

   _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-238-813 DLL

Date	03/02/2026
Time	10:05:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 3 / 2 / 2026 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 05 ☑ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

3 / 2 / 2026
Date (MM/DD/YYYY)

Jaikumar Patel
Signature as required by 10A-5A-2.04

Owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

List of Current Member

The following individual is the only member of: OM SHREE GANESH LLC

NAME: JAIKUMAR PATEL TITLE: MEMBER

[redacted]

06/04/26

DATE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Om Shree Ganesh LLC

This name reservation is for the exclusive use of Jaikumar R Patel, 3707 ELYSIAN FIELDS LANE, SARALAND, AL 36571 for a period of one year beginning March 02, 2026 and expiring March 02, 2027

[redacted]

RES274377

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

March 02, 2026

Date

[redacted]

Wes Allen **Secretary of State**

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Jaikumar R Patel		

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COMMERCIAL REAL ESTATE LEASE AGREEMENT

THIS COMMERCIAL REAL ESTATE LEASE AGREEMENT ("Lease") made as of 3/31/2026, by and between **OLD SHELL AND SAGE CENTER, LLC,** a Georgia limited liability company with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Landlord") and **OM SHREE GANESH LLC,** an Alabama limited liability company, ("Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the following described property located at **3000 Old Shell Road, Suite B, Mobile, AL 36607**:

All that certain space containing approximately 3,620 square feet shown as "B C-store 3620 sf" (hereinafter called the "Convenience Store") on the site plan attached hereto as Exhibit "A" and made a part hereof, located in that certain building (hereinafter called the "Building") situated on real property (hereinafter called the "Property") depicted on Exhibit "A" and further described on Exhibit "B" attached hereto and made a part hereof (the Building and Property being hereinafter collectively called the "Center"), together with all of the trade equipment (hereinafter called "Trade Equipment") owned by Landlord located in, attached to or used in connection with the Premises, including, but not limited to, motor fuel dispensing equipment and lines, the fuel canopy area, any monitoring devices, the coolers, freezers, ice machine, counters, shelves, and deli equipment, if any, and together with a nonexclusive right to use the "Common Areas" (as defined herein) (the Convenience Stores, Center and Trade Equipment are hereinafter collectively called the "Premises").

2. **Term of Lease.** The term of this Lease shall be for one (1) Lease Year (including any renewals of the Lease as provided herein, if any, the "Term") and commence upon the date Landlord delivers possession to Tenant, which shall be on April 30, 2026 ("Commencement Date"). Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days of the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the fifteenth (15th) day after the Commencement Date, and all funds paid by Tenant to Landlord will be surrendered to Landlord as liquidated damages and neither party will have any further rights or obligations hereunder. Provided no event of default exists, the Lease shall automatically renew on a year-to-year basis, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of a term that it elects not to renew this Lease.

A "Lease Year" is the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which event the first Lease Year shall commence on such Commencement Date. Each subsequent Lease Year shall commence on the anniversary of such first Lease Year. If the Commencement Date is other than the first day of a month, the period immediately following the Commencement Date through the end of the month in which the Commencement Date occurs shall be deemed to be, and referred to as, the "First Partial Month" and is deemed part of the first Lease Year.

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3. **Rental.** (a) Tenant agrees to pay Landlord, during the Term, rent in advance on the first day of each month during the Term, including the Base Rent (as defined below), together with the amounts due to Landlord set forth in Section 4 below or elsewhere in this Lease, if any (the "Additional Rent," together with the Monthly Rent, the "Rent") by EFT initiated by Landlord on the first (1st) business day of each month as follows:

Time Period	Monthly Rent
4/30/26 – 5/31/26	$0.00
6/1/26 -- 4/30/27	$367.00

In addition to Monthly Rent, as further described herein, Tenant shall pay:

(i) any sales tax on Rent
(ii) its share of common area expenses
(iii) its share of taxes
(iv) its share of insurance
(v) and expenses relating to motor fuel equipment ("C-CAM")

Starting on the first day of the second Lease Year and each and every year thereafter, the Base Rent shall increase by five percent (5%).

Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com, or at Landlord's election, Landlord may obtain through the POS or other system, a gross sales report for all sales (excluding fuel sales, lottery sales, money orders, the sale of prepaid cards and check cashing services), for the preceding month in form and content satisfactory to Landlord. If Tenant fails to provide the sales report within such timeframe, Landlord may estimate such sales.

(b) Tenant shall pay to Landlord an additional sum of ten percent (10%) of any rental payment not received by Landlord on or before five (5) days past the due date. Tenant acknowledges and agrees that Landlord may apply any payments made by Tenant to any debts owed by Tenant to Landlord or to Landlord's affiliates due under agreements related to the Premises, notwithstanding any notes made by Tenant on the payment or accompanying the payment. For example, Landlord may apply the payment made to, among other debts, outstanding late fees, interest, payments made by Landlord to cure Tenant defaults, payments for any loans made by Landlord or its affiliates to Tenant, and amounts due under any fuel supply agreement between Landlord or its affiliate and Tenant, prior to crediting Tenant for payment of rent. In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) $30.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is greater, plus any amounts charged by any financial institution to Landlord, and Landlord may require all future rental payments to be paid by money order or certified funds.

4. **Additional Rent, Utility Bills, Insurance and Taxes.** (a) All applications and connections for necessary utility services on the Premises shall be made by Tenant and in the name of Tenant only. Tenant agrees to pay for all gas, electricity, water, telephone, trash container, waste removal, safes, and the like utility charges for the Premises or used by Tenant in connection therewith. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to abatement of rent or other charges. If Landlord pays any utility or other bills for Tenant relating to the Premises, Tenant shall reimburse Landlord upon demand therefor as Additional Rent, and if Landlord pays any such bills which are not separately metered, Tenant will pay to Landlord its proportionate share of such bill as Additional Rent, such amount to be determined in Landlord's sole discretion, upon demand therefor.

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(b) Common Areas/Common Area Expense. Tenant agrees to pay its proportionate share of maintenance, taxes, and insurance for the Common Area. Tenant's proportionate share shall be the product of the aggregate of such expenses for the Common Areas for such Lease Year, multiplied by a fraction, the numerator of which is the number of square feet of floor area in the Premises and the denominator of which is the total number of square feet of floor area in the buildings within the Center. "Common Areas" shall consist of those areas on the Center which are open for use by the public and other tenants of the Center, including, without limiting the generality of the foregoing, all parking areas, driveways, truck ways, delivery passages, common truck loading areas, walkways, planted areas and landscaped areas. The parties agree that Tenant shall have nonexclusive access in common with all other tenants to the parking areas, driveways, walks and service areas appurtenant to the Center. Tenant agrees that should Landlord request, it shall cause its employees, agents and concessionaires to park in areas designated for such parking. Tenant may not leave trash or debris or otherwise alter the Common Areas, and Tenant shall be responsible for cleaning any trash or debris left on the Common Areas by Tenant, its agents, employees, customers, visitors and invitees. Landlord shall have no responsibility to maintain, secure, or clean the Common Areas, and Landlord reserves no right to control, possess or maintain the Common Areas. Commencing on the Commencement Date and thereafter on the first day of each and every month during the Term, Tenant shall pay, as Additional Rent, to Landlord in advance without further notice or billing, one-twelfth (1/12th) of the Tenant's proportionate share of the cost of operation and maintenance of the Common Areas, including without limitation the cost of all utilities and sanitary or trash disposal service, consumed in, on or about the Center which is not separately metered or otherwise allocated to tenants. Within two hundred forty (240) days after the end of each calendar year, Landlord will furnish to Tenant a written statement of the Common Areas costs for such year, including the computation of Tenant's proportionate share thereof for such year, and deficiency between required amounts and amounts previously paid and Tenant's estimated monthly proportionate share for the succeeding year. Tenant shall on the first day of the next succeeding month pay to Landlord any deficiency between required amounts and amounts previously paid and on such date and on the first day of each month thereafter, until furnished with a subsequent computation as provided in this Section, pay to Landlord the required amount as reflected by such computation. Notwithstanding the foregoing, Landlord may choose to recalculate such proportionate share at any time during a Lease Year. All payments to Landlord required by this Section shall be made and delivered in the manner prescribed for payment of Rent in Section 3 of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(c) Real Estate Taxes and Insurance Premiums. During the Term, Tenant shall be solely responsible for paying all taxes associated with or assessed against Tenant's furniture, fixtures, equipment or other personal property located at the Premises. Tenant shall pay as Additional Rent its proportionate share of the ad valorem taxes and insurance premiums on the Center of which the Premises are a part. Tenant's proportionate share shall be the product of the aggregate of ad valorem taxes and insurance premiums for such Lease Year, multiplied by a fraction, the numerator of which is the number of square feet of floor area in the Premises and the denominator of which is the total number of square feet of floor area in the buildings within the Center. Commencing on the Commencement Date and thereafter on the first day of each and every month during the Term of this Lease, Tenant shall pay to Landlord in advance, without further notice or billing, one-twelfth (1/12th) (prorated for any partial month) of the Tenant's proportionate share of the ad valorem taxes and insurance premiums for each Lease Year. Until the actual amount of Tenant's proportionate share can be determined by each Lease Year, such installments shall be calculated on the basis of the amounts of the annual ad valorem taxes and insurance premium paid immediately preceding such Lease Year; provided, however, that if the ad valorem taxes paid immediately preceding such Lease Year were not based on an assessment for the completed buildings and the other improvements located within the Center, such installments shall be calculated on the basis of Landlord's reasonable estimate of the Tenant's proportionate share of the ad valorem taxes and insurance premiums for such Lease Year. Within two hundred forty (240) days after the end of each calendar year or within thirty (30) days after the tax bills are received by Landlord, whichever is later, Landlord shall furnish Tenant

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with the computation therefor and Tenant shall, on the first day of the next succeeding month, pay to Landlord any deficiency between required amounts and the amount previously paid, and on such date, and on the first day of each month thereafter during such Lease Year, pay to Landlord the required amount as reflected by such computation. Notwithstanding the foregoing, Landlord may choose to recalculate such proportionate share at any time during a Lease Year. All payments to Landlord required by this Section shall be made and delivered in the manner prescribed for payment of Rent in Section 3 of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(d) Maintenance Costs. Along with the payment of Rent, Tenant covenants to pay as Additional Rent, all costs of maintaining, repairing, and replacing the Premises during the Term.

5. Use of Premises. (a) Tenant shall use the Premises as a convenience store, and for the retail sale of gasoline and other petroleum products. Tenant may also use the Premises for the sale of prepared food, including deli foods and fried chicken. Tenant shall not use the Premises for any other purpose unless Landlord gives prior written consent to such additional use, at Landlord's sole discretion. The Premises is subject to all covenants and restrictions contained in any deed or lease conveying or leasing the Premises to Landlord and all other deed restrictions, zoning laws, easements or encumbrances affecting the Premises, now or after the date of this Lease. Tenant shall obtain all permits and or licenses for any and all applicable governmental authorities related to its business. Notwithstanding the foregoing, Landlord, at its sole discretion, may elect to obtain one or more licenses or permits in its name (or in the name of an affiliated entity) and enter into a management agreement with Tenant related to the operation of the business. In the event Landlord makes such election, Tenant shall be responsible for all costs and expenses associated therewith, including, but not limited to the application and renewal fees due for such licenses. Tenant agrees to comply with all rules and requirements related to such licenses and agrees not to take any actions which would cause such licenses to be suspended, revoked, or otherwise have action taken against them. If Tenant, its agents, employees, invitees or contractors causes such license to be suspended, revoked, or otherwise have action taken against them, such action shall be a default under this Lease, and Landlord may exercise any remedies granted to it herein upon such default. Upon the expiration or termination of the Lease, Tenant agrees to cooperate with Landlord (or its designee) on the transfer of licenses and permits for the Premises or other processes (including the utilization of management-type agreements) to prevent the disruption of the licenses and permits, including, but not limited to, the business licenses, food permits, alcohol licenses, tobacco licenses, and lottery programs. Additionally, Tenant agrees that, if required for the continued sales of certain products a license or permit must be purchased for the Premises, Tenant agrees to sell the license or permit to Landlord or its designated agent at no cost or nominal cost (not to exceed $100), at Landlord's sole discretion, and in the case of the expiration or termination of the Lease for any reason, at Landlord's option, Tenant shall transfer the license to Landlord or place the license in safekeeping for Landlord, or on its behalf, or take such other similar action which protects Landlord's investment in the license or permit in Landlord's sole discretion. The Premises may not be used for any illegal purpose, nor any manner so as to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, and orderly and attractive condition. Failure by Tenant to comply with the terms of this Section shall constitute a default under the terms of this Lease and Landlord shall have all rights and remedies available to it under this Lease or as otherwise permitted by law or in equity. Tenant shall keep the Premises free of all insects, pests and rodents and otherwise in a clean, safe and sanitary condition and comply with and execute all present and future rules, regulations and standards recommended by any national or regional fire protection association (or any other body exercising similar functions), Landlord's insurance carriers and organizations establishing insurance rates concerning Tenant's use of the Premises including the Trade Equipment (including Tenant's alterations, replacements, and additions, if any, thereto). Tenant further agrees not to suffer, permit or commit any waste, nor to allow, suffer or permit any odors, vapors, steam, water, vibrations, noises or undesirable effects to emanate from the Premises or any apparatus, equipment or

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installation therein or otherwise to allow, suffer or permit the Premises or any use thereof to constitute a nuisance or to interfere unreasonably with the safety, comfort or enjoyment of any other tenants of the Center or their customers, invitees or any others lawfully in or upon the Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith to promptly cease and discontinue the same and within ten (10) days thereafter to make such changes in the Premises and install therein or remove therefrom such apparatus or equipment as may be required by Landlord for the purpose of obviating any such condition, and if any such condition is not so remedied, then Landlord may, at its option, enter upon the Premises and cure such condition in any manner Landlord shall deem necessary and add the cost and expense incurred by Landlord together with all damages, including reasonable attorney's fees, sustained by Landlord to the next installment of Rent due.

(b) Additional Uses of Premises. Notwithstanding the provisions of Section 5(a), without Landlord's prior written consent, in Landlord's sole discretion, Tenant may not use the Premises for additional uses, or make other improvements for such purposes; provided, however, if Landlord does allow such uses or improvements, Tenant shall pay all costs and expenses related thereto. Any such installation, construction, maintenance, and operation of such improvements shall be in accordance with all applicable zoning, permitting, governmental rules, insurance requirements, environmental requirements, and any and all other laws, rules, regulations, statutes and ordinances of a governmental authorities, as may be applicable or become applicable to the installation, construction, maintenance, and operation of the improvements. Tenant shall be responsible for obtaining and paying for any and all expenses whatsoever to obtain compliance and the failure of Tenant to obtain any such zoning, permit, approval, or compliance hereunder will not be an event of default or otherwise alter Landlord's right or Tenant's duties under the Lease. Landlord's sole responsibility with respect to Tenant's application or approval process for any other facilities will be to cooperate with Tenant, without Landlord incurring any additional cost or expense. Tenant may not make any structural alterations or modifications to the Premises without the prior written consent of Landlord. Landlord may require Tenant to participate in any programs required by Landlord's franchisor or any other branded convenience store offering, at Tenant's sole cost and expense. Landlord reserves the right and Tenant grants Landlord a license to install, maintain, replace, repair and operate on the Premises all scrip machines, bitcoin or other cryptocurrency machines, automatic teller machines (ATMs), cash dispensing machines, bill pay machines, coin operated amusement machines, check cashing machines, financial services installations, redbox units, electric vehicle charging stations, or other third party vendor units, together with all related communications equipment, kiosks, signage, in-store or other digital displays, or other type of enclosure to hold such equipment as Landlord in its sole discretion deems appropriate for the Premises (collectively, "Third Party Equipment"). Landlord has no obligation to install or operate Third Party Equipment. Landlord may, for any reason or no reason, in its sole discretion and whether or not Tenant is in default hereunder, and without prior notice to Tenant, may remove or disable the Third Party Equipment. To the extent Landlord installs any Third Party Equipment at the Premises, Tenant shall be responsible for notifying Landlord or, at Landlord's option, a third party, of any needed repairs, malfunctioning, damage or theft related to such Third Party Equipment within two (2) hours of its discovery. In addition, Tenant is required to call the number on the side of the Third Party Equipment. Tenant shall allow easy access for its customers to such Third Party Equipment, allow the use of outlets and electricity, and shall not block, obstruct or otherwise interfere with such Third Party Equipment. Tenant shall keep the areas around such Third Party Equipment in a neat, clean and safe condition. Tenant shall not be entitled to any reimbursement or any revenue from such Third Party Equipment. Tenant shall forward any communications or other notices received related to such Third Party Equipment to Landlord within one (1) business day of receipt. Additionally, Tenant does not have the right to install or operate Third Party Equipment on the Premises without Landlord's prior written consent, which Landlord may withhold at its sole discretion.

6. **Operation of the Premises.** Tenant shall (1) keep the Premises, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe,

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sanitary, and free of trash, rubbish, and other debris; (2) keep approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice, and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with the petroleum products and inventory normally stocked at a first-class convenience store; (6) keep the business open for a minimum of eighteen (18) hours a day, seven (7) days per week, or upon such hours of operation as required by Supplier (as defined herein) in its discretion as may be amended from time to time by providing written notice to Tenant (which may be sent by email); (7) promptly apply for and maintain licenses and permits required by any applicable governmental agency for the operation of the store, including, but not limited to the sale of alcohol, except to the extent that Landlord has decided to obtain licenses or permits in its name pursuant to Section 5 (a) above; (8) at all times comply with the current brand's customer value proposition or mystery shop program and pay for all such costs related thereto, which sets minimum standards for all retail facilities which have been provided by Supplier; (9) offer no illegal amusement games, illegal products, nor pornographic material or magazines at the Premises; and (10) keep the credit card receipt paper fully-stocked. Tenant may not sell or permit the sale of any motor fuel at the Premises other than fuel delivered by Supplier. If Tenant allows the Premises to be vacant or unattended or ceases selling gasoline or the operation of its business upon the Premises without the prior consent of Landlord for any period in excess of twenty-four (24) hours, an immediate breach of this Lease shall occur, and Landlord may, at its option, terminate this Agreement without the requirement of written notice, and all rights and interests of Tenant hereunder shall thereupon be cancelled. Notwithstanding anything to the contrary contained in this Lease, Landlord has no obligation to cooperate or permit Tenant to operate the motor fuel dispensing equipment, lines, fuel canopy area, monitoring devices, pump islands and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (the "Motor Fuels Property"), and Landlord may lock up and prevent the pumping of fuel from the Motor Fuels Property at any time for any reason or no reason.

Tenant understands that Tenant is required to comply with certain appearances, cleanliness and customer service guidelines of the existing brand of motor fuel or other replacement brand. Tenant shall comply with these guidelines and provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event Tenant fails to comply with its obligations under this Section, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the Premises into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended with the Rent payment next due. Landlord agrees to provide five (5) days notice (or such shorter time period as required by the supplier of Supplier or because of an emergency) to Tenant prior to expending money hereunder. Landlord, at its expense, may audit, examine, and make copies of or extract from the bank accounts, books of account and records maintained by Tenant or Tenant's accountant or other representatives.

Landlord or Supplier shall select the third party processor to process any and all credit, debit or other card based transactions through the banking network, and Tenant agrees to use the processor chosen by Landlord or Supplier. Tenant shall comply with all processor requirements or regulations and be responsible for all fees charged for such processor transactions, including, but not limited to, processing fees, charge-backs and interchange fees. At Landlord's option, Tenant will contract directly with the processor selected and such processor shall settle directly with Tenant for such fees. Tenant is solely responsible for any loss incurred by Tenant's honoring a falsified scrip or a user's claim that a scrip did not print due to malfunction of the equipment. Any required reversal of an erroneous debit to a user's account

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is the responsibility of the user and Tenant will provide reasonable assistance to the account holder upon request.

Tenant shall be liable for all obligations, liabilities, costs and expenses of operation of the Premises and management of the Premises, including, but not limited to: salaries and wages, advertising, bank service charges, pay at pump fees and related processing fees and charge-backs, credit and debit fees and related processing fees and charge-backs, cleaning expenses, liability and property damage insurance, rentals, telephone, workers' compensation insurance, health insurance, interest, legal and accounting fees, licenses and permits, supplies, FICA taxes, Federal unemployment taxes, state unemployment taxes, fines, penalties, payroll taxes, personal property taxes on property owned by Tenant, state and federal income taxes, sales taxes, other taxes and licenses, as well as any other expenses incurred in connection with or in any way related to the operation of the Premises or to the performance of Tenant's services and satisfaction of Tenant's obligations hereunder. Tenant shall be liable for all claims or demands based on damage or destruction of property or claims resulting from pay at pump transactions or any other credit or debit transactions, or based on injury, illness or death of any person or persons directly or indirectly resulting from the performance of Tenant's services or the performance of Tenant's obligations hereunder. Nothing herein shall be deemed to create a franchise, sub-franchise, partnership or joint venture between Landlord and Tenant.

Tenant represents and warrants that it is knowledgeable in the operation of a gas station and/or convenience store and is familiar with all federal, state and local laws related to that type of business, including, but not limited to, laws relating to (a) the sale of goods below cost, and (b) emergency price controls that become effective during any natural disaster or authorized state of emergency.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the Premises during the Term, and agree to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment shall be removed from the Premises.

8. **Care and Maintenance of Premises.**

(a) Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect, maintain or secure said Premises. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant accepts the Premises in an "As-Is" condition with all faults, with any and all latent and patent defects, and Landlord is held harmless for internal, external and cosmetic defects. Tenant must complete a store walk with Landlord's representative. Tenant acknowledges and agrees that there are no express or implied warranties regarding the condition of the Premises. Except for exterior walls, structural foundations, and other repairs described in (b) below, which will be maintained by Landlord, Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises, including, but not limited to ensuring that (i) inside light fixtures are routinely cleaned and in good operational condition, (ii) periodic painting of the interior of the Premises utilizing colors which are approved by Landlord, and (iii) all HVAC systems are in good repair and operating condition (including replacement of such equipment as necessary) with all filters, coolers, and refrigeration units being routinely checked, repaired, replaced, and kept clear of debris. Tenant further agrees to care for the grounds around the building, including the care of shrubs, general landscaping, including, but not limited to, ensuring that (i) routine lawn and landscape maintenance occurs, and (ii) all parking lot and pump areas are free of weeds and trash. Tenant agrees to be responsible for ensuring that the Premises comply with all applicable laws at all times (including, but not limited to, the Americans with Disabilities Act (as that Act may be amended)), and Tenant is required to make any alterations, maintenance, repairs and replacements necessary to assure and maintain compliance with those laws, whether such modifications are structural or otherwise. Tenant agrees to return said Premises to Landlord at the expiration or prior to

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termination of this Lease in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant shall take all actions required to keep the Premises, and its customers, employees, and invitees safe. It is acknowledged that the intent of this Section is for Landlord to have no duty to repair, replace, secure or maintain any portion of the Premises, except as provided herein. Notwithstanding the foregoing, Landlord may elect to maintain and repair the paved areas and maintain and care for the grounds around the building, including the care of shrubs, general landscaping, and Landlord may collect additional funds during a Lease year in order to build a reserve for large paving repairs or repaving. If Landlord makes such election, Tenant shall be responsible for reimbursing Landlord for the costs and expenses of such maintenance and repair, or Landlord may collect such amounts in the same manner as Landlord collects Rent. If Tenant fails to make any repairs or replacements or perform any maintenance required in this Section, Landlord may either make such repairs or replacements or perform such maintenance or hire a company to make such repairs or replacements or to perform such maintenance and in either case, bill Tenant therefor, as Additional Rent, which may be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. If Landlord bills Tenant, Tenant shall reimburse Landlord upon receipt of such bill, and Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill.

(b) Tenant may not make any cuts in the roof of the Premises without first obtaining Landlord's prior written consent. Tenant may not damage or cause the roof bond or warranty to be canceled or invalidated. If Tenant causes damage or invalidates the roof bond or warranty, Tenant shall repair any such damage at its sole cost and expense, and Tenant shall indemnify, defend and hold Landlord harmless for any such damage or roof bond or warranty invalidation. If Landlord consents to a roof cut, Tenant shall utilize Landlord's roofing contractor so that Landlord's roof bond or warranty will not be invalidated. If no such roof bond exists and Landlord consents to a roof cut, Tenant shall indemnify Landlord against all costs and expenses incurred in connection with any roof leaks caused, in the opinion of a qualified roofing expert acceptable to Landlord and Tenant, by such roof cut. The indemnification obligations in this Section 3(b) will survive the expiration or termination of this Lease.

(c) Except as specifically permitted in Section 5, Tenant may not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

(d) Landlord shall, at its sole cost, expense and risk, maintain, repair and replace any and all pipes, ducts, wires, mains or conduits which do not serve the Premises exclusively, the system for drainage of water therefrom, the foundation, floor slab, the exterior walls, and the structural portion of the Premises, excluding all windows, window glass, plate glass and all doors of the Premises. In no event shall Landlord have any obligation to maintain, repair or replace security systems or cameras located at the Premises notwithstanding whether such items were present at the Premises upon the Commencement Date. Tenant is required to notify Landlord by calling 1-888-422-3009 (or such other number or email provided to Tenant by written notice) within eight (8) hours of any repairs, maintenance or replacements needed for the Common Areas, including, but not limited to, any lighting within the Common Area which is in need of repair. Notwithstanding anything to the contrary contained in this Lease, Tenant shall repair (or replace) any damages to such items caused by Tenant, its employees, agents, contractors, or customers.

9. Destruction of or Damage to Premises. In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of Base Rent while such repairs are being made, based upon the extent to which the making of

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such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, or in the event that the building in which the Premises is situated is destroyed to an extent of not less than one-third of the replacement costs thereof (including total destruction), Landlord, at his option, may make the same within a reasonable time, this Lease continuing in effect with the Base Rent proportionately abated as aforesaid, and in the event that Landlord elects not to make such repairs, this Lease may be terminated at the option of either party, or if this Lease relates to more than one convenience store premises, Landlord may elect to terminate this Lease as to the convenience store premises affected. Notwithstanding the foregoing, if the Premises or any part thereof is damaged or destroyed by fire or any other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, or if Tenant fails to timely notify Landlord of such damage (as determined by Landlord or its insurer in their sole discretion), Base Rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of the repair or replacement. By way of illustration and not limitation, if an individual multi-product dispense is damaged by a vehicle, (a) Landlord shall repair the damage; (b) Tenant will not receive any abatement of rent as such repairs will not materially interfere with its business; and (c) Tenant shall reimburse Landlord for any costs or expenses incurred by Landlord for such repair to the extent Landlord does not receive reimbursement from an insurance carrier (for example, Tenant will reimburse Landlord for any insurance deductible related to such repair). Notwithstanding anything to the contrary contained herein, if Landlord's lender requires the loan to be paid with the insurance proceeds, Landlord shall have no duty to repair the Premises.

10. Indemnification of Landlord Against Loss or Damage to Premises. For and during the Term, Tenant shall protect, indemnify, defend, and save harmless Landlord, its affiliated entities, owners, principals, officers, managers and shareholders ("Landlord Indemnified Parties"), from and against all claims, demands, liability, losses, or costs, (a) whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant; or (b) to which the Landlord Indemnified Parties may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding the Landlord Indemnified Parties liable or in any way responsible for the debts or obligations s incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. Tenant shall indemnify, defend and hold the Landlord Indemnified Parties completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs or judgments arising by reason of the injury or death of any person or damage to any property of any nature (including, but not limited to, those relating to or arising out of the violation of any federal, state or local environmental protection, health, or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including, but not limited to, attorneys' fees and court costs), arising out of or incidental to any acts or omissions of Tenant, its officers, employees, agents, representatives, contractors, subcontractors, licensees or invitees, related to (i) this Lease, (ii) Tenant's use or occupancy of, or operations on or connected with, the Premises, and (iii) Tenant's performance of its duties or obligations under this Lease. The Landlord Indemnified Parties will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof.

11. Insurance. Tenant shall, at Tenant's sole cost and expense, maintain the following insurance during the Term:

(a) public liability insurance including bodily injury and property damage insuring Tenant and Landlord, which shall include, among other things, dramshop insurance covering liability from the sale of alcoholic beverages at the Premises (if alcoholic beverages are sold at the Premises), with minimum coverage as follows: $2,000,000.00 LIABILITY INSURANCE COVERAGE, and if the liability insurance policy does not include assault and battery coverage (or excludes such coverage), Tenant agrees to procure a separate assault and battery policy with $2,000,000.00 minimum coverage. Additionally, if the liability

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insurance policy does not include violence with a weapon (or excludes such coverage), Tenant agrees to procure a separate active assailant policy with $2,000,00.00 minimum coverage;

(b) fire and extended coverage insurance upon property owned by Tenant, including, but limited to, furniture, alterations, additions and anything in the nature of leasehold improvements, in an amount equal to one hundred percent (100%) of the full replacement cost thereof, less any deductible.

(c) Worker's Compensation and Employer's Liability as prescribed by law in the state in which the Premises is located;

(d) Automobile Liability Insurance, as applicable, including non-owned and hired vehicle coverage with limits of liability of not less than $250,000.00 per person per occurrence and $250,000.00 per occurrence for property damage; and

(e) Landlord may require Tenant, and Tenant hereby agrees, to add any additional coverages and/or amounts of coverage as may be requested or demanded by Landlord or by its mortgagee, if any.

All insurance policies required to be carried hereunder shall name Landlord and any party designated by Landlord as named insureds, and shall be primary to any insurance carried by Landlord or any party designated by Landlord as named insureds. The insurance described above shall include the following other insurance amendment: "This insurance is primary insurance with respect to Landlord, and any other insurance maintained by Landlord shall be excess and not contributory in any manner with this insurance." Any and all insurance coverage maintained by Landlord shall be excess or secondary but noncontributing insurance (in neither a concurrent nor pro rata manner) to all insurance policies required to be maintained by Tenant in this Lease. Tenant agrees to subordinate any claim it may have under insurance maintained by Tenant to any claims Landlord may have until such time as Landlord's claim has been paid in full. Tenant agrees to submit a copy of this Lease to its insurer in order to ensure that Landlord's claims are given appropriate priority. If Tenant submits a claim that reduces an award that would have been due to Landlord had Tenant not submitted a claim, Tenant shall reimburse Landlord for the difference between the amount which would have been paid to Landlord had Tenant not submitted a claim and the amount obtained by Landlord from insurance. All policies shall be effective on or prior to the date of this Lease and shall remain effective throughout the Term and any holdover or extension periods. Prior to the Commencement Date and thirty (30) days prior to the expiration date of an existing policy of insurance, Tenant agrees to provide evidence of payment of premiums, duplicate copies of policies of the insurance required herein and certificates of insurance with respect to all required coverage. All policies of insurance shall include provisions waiving subrogation against Landlord and prohibiting cancellations or material changes to the policy until thirty (30) days written notice has been given to Landlord by the insurance company. All insurance shall be placed with a reputable insurance company acceptable to Landlord and licensed to do business in the state in which the Premises is located. Any deductibles or retentions applicable to any of the insurance required in this Lease shall be payable solely by Tenant.

12. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all statutes, ordinances, requirements and governmental orders of all municipal, State and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant, or which may be applicable because of any act or failure to act of Tenant

13. Condemnation. If the whole of the Center, or such portion thereof as will make the Premises unusable for the purposes herein leased, in Landlord's discretion, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the

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condemner. If a portion of the Center which will not make the Premises unusable for the purposes herein leased, in Landlord's discretion, is condemned by any legally constituted authority for any public use or purpose, this Lease will not terminate, and the Lease shall be automatically adjusted so as to exclude the portion condemned from the definition of Center as applicable. Tenant acknowledges and agrees that Tenant waives any and all rights in any award made by any condemnation authority as to the Premises notwithstanding the termination of the Lease as herein provided. As used herein, condemnation shall include any sales or conveyances negotiated between Landlord and a governmental authority in lieu of eminent domain or similar transactions.

14. Assignment and Subletting. Landlord may assign its interest in this Lease or any interest hereunder at any time, and Landlord shall provide Tenant written notice of any such assignment. Tenant may not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, at Landlord's sole discretion. Consent to any assignment or sublease shall not waive any of Landlord's rights under this Section or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In addition, Landlord shall be paid an administration fee of $2,500.00 for each assignment of this Lease. As used in this Lease, the term "assignment" includes any sale of 50% or more of the voting stock, member or partnership interests of Tenant, or any merger, consolidation or reorganization of Tenant (or any series of any such transactions), regardless of whether Tenant is the surviving entity in such merger, consolidation or reorganization. Any assignment, subletting, or transfer of interest by Tenant which violates this Section 14 shall be void and shall be a default under this Lease.

15. Default. (a) It is mutually agreed that the occurrence of any of the following is an event of default under this Lease:

(i) Tenant fails to pay Rent, including Additional Rent, on the date due;

(ii) Tenant fails to perform any of the terms or provisions of this Lease other than the payment of Rent, including but not limited to those enumerated in Section 6 and Tenant fails to cure such event(s) of default within ten (10) days after written notice thereof (unless a different time period is specified or is considered an immediate breach in this Lease);

(iii) a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant, or a receiver is appointed for Tenant's property, or, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;

(iv) Tenant makes an assignment for the benefit of creditors, or Tenant's effects are levied upon or attached under process against Tenant;

(v) If Tenant is an individual, Tenant (or any one Tenant) dies, or if Tenant is an entity, the death of a principal of Tenant;

(vi) Tenant violates or is in default of any other agreements between Landlord (or an entity affiliated with Landlord) and Tenant (or the prinicipals of Tenant or an entity affiliated with Tenant);

(vii) The Premises is abandoned or vacated as set forth in this Lease (which shall be subject to the remedies set forth in such provision if a remedy is set forth therein);

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(viii) Two (2) or more "Violations" (as defined below) occur in a six-month period;

(ix) a default under the Supply Agreement, the termination or a violation of the Supply Agreement, or the business operated upon the property is debranded from the applicable petroleum brand as the result of the acts or omissions of Tenant; or

(x) if the Tenant is operating under a license of Landlord (or an affiliate of Landlord) pursuant to a management agreement or otherwise, and Tenant (including its employees or agents) causes a violation of the license for the Premises (such as selling alcohol or tobacco to a minor) (a "License Default").

(b) In the event of a default, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and re-let the Premises or any portion thereof on such terms as Landlord deems appropriate; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. In the case of (ii) in the preceding sentence, any rent from any re-letting shall be applied to any indebtedness other than Rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the Rent due, and Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor. If the Premises is located in Georgia, Tenant hereby waives its right to tender rent to Landlord under O.C.G.A. §44-7-52. As set forth in Section 6, if Tenant allows the Premises to be vacant or unattended or ceases selling gasoline or the operation of its business upon the Premises without the prior consent of Landlord for any period in excess of twenty-four (24) hours, an immediate breach of this Lease shall occur, and Landlord may, at its option, terminate this Agreement without the requirement of written notice, and all rights and interests of Tenant hereunder shall thereupon be cancelled. Notwithstanding the foregoing, in addition to the remedies above, Landlord may also apply any amounts held by Landlord or any entity affiliated with Landlord to any amounts due to Supplier and/or apply any amounts held by Supplier or any entity affiliated with Supplier to any amounts due to Landlord.

Should any payment be more than ninety (90) days late, or should any event of default described herein under the terms of this Lease take place, or should any eviction be filed by Landlord, then the full amount remaining due under this Lease shall be automatically accelerated and be immediately due and payable without further notice or demand from Landlord, and this shall include charges for all months remaining under the Lease even though Tenant is no longer in possession of the Premises either due to abandonment or eviction. However, should Landlord relet the Premises (Landlord not being under any duty to do so), then Tenant shall receive credit against the amount owed by Tenant for any Rent paid to Landlord for said period remaining under the Lease. Should Tenant pay delinquent Rent up to date and said payment be accepted by Landlord, or otherwise cure any other default then Landlord, at its sole option, may toll this provision and reinstate the Lease, though Landlord is not required to do so.

Landlord or its attorney may give any notice provided in this Section. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's property therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

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If the Premises is located in the State of Louisiana, then in the event it becomes necessary for Landlord to evict Tenant or cancel the Lease, Tenant hereby waives the five (5) day notice to vacate the leased Premises provided by Louisiana Code of Civil Procedure Article 4701, and consent to the immediate institution of eviction proceedings by Landlord in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term (including any renewal thereof as provided in this Lease).

(c) Notwithstanding anything to the contrary contained in this Lease, in addition to the other remedies of Landlord set forth above, in the case of a License Default, Tenant shall pay (i) Five Thousand and 00/100 Dollars ($5,000.00) for the first License Default at the Premises, (ii) Ten Thousand and 00/100 Dollars ($10,000.00) for the second License Default at the Premises, and (iii) Twenty Thousand and 00/100 Dollars ($20,000.00) for the third and all future License Defaults at the Premises, as the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay such amounts to Landlord as liquidated damages and not as a penalty. Landlord may collect these funds by transferring these amounts from credit card sales which are held by Supplier.

(d) The following will each constitute a "Violation" under this Lease:

(i) Tenant's failure to maintain landscaping in a good, clean, and healthy condition or failure to otherwise maintain such landscaping pursuant to our specifications;

(ii) Tenant's failure to perform obligations of this Lease;

(iii) Tenant's failure to maintain the paved areas of the Premises in a good, clean, safe, and free of debris condition;

(iv) Tenant's failure to keep the interior of the improvements located on the Premises (including, without limitation, the back of the store, and the restrooms) in a good, clean, working and safe condition. This will include, without limitation, wiping down fixtures, mopping floors, picking up trash routinely, and the removal of any graffiti and/or offensive language;

(v) Tenant's failure to keep the electrical and utility areas on the Premises in a good, clean, working and safe condition and with full access to electrical and utility panels and components. This will include, without limitation, no stacked/stored boxes, merchandise or any equipment in the electrical room;

(vi) Tenant's failure to keep the store fully stocked with fresh, clean merchandise. Merchandise will be in first class condition, no flaws or abrasions and within sell-by date. All items will have price tags and no empty shelves;

(vii) Tenant's sale or display of weapons, pornographic or obscene materials, drug paraphernalia, banned, recalled or other items whose sale is prohibited by applicable law and any other prohibited or nonconforming merchandise (as identified from Landlord or Supplier from time to time);

(viii) Tenant's failure to effect fuel price changes on all exterior price signs at the Premises within thirty (30) minutes after instruction from Landlord or Supplier;

(ix) Tenant's failure to notify Landlord of any repairs needed for which Tenant is obligated to notify Landlord by the method required in this Lease, within the timeframe required after discovery (or when it should have reasonably discovered) of the condition warranting such request;

(x) Tenant's failure to provide courteous, honest, and appropriate service to its customers as shown by documented customer complaints;

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(xi) Tenant's failure to maintain brand standards or a failure of a customer value proposition or mystery shop;

(xii) Tenant's failure to correct a previous Violation at the time of the next inspection performed by Landlord;

(xiii) Tenant's failure to maintain sufficient funds in the accounts provided to Landlord necessary to avoid items being returned marked 'NSF" or "Insufficient Funds"; or

(xiv) Tenant's failure to accurately perform a motor fuel price survey within the timeframe required by 6 (16) in the Supply Agreement (as defined below).

Notwithstanding and without limiting any provision in this Lease, (A) upon the first Violation during any consecutive six month period, Landlord will issue a warning to Tenant, (B) upon the second and for each subsequent Violation during the six month period, Landlord may impose a fine not to exceed $500.00, and (C) upon the third and any subsequent Violation(s) during the six month period, an event of default will be deemed to have occurred and Landlord may impose a fine not to exceed $1,000.00.

16. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before expiration or termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, to inspect, repair or upgrade the Premises, or to make repairs to Landlord's adjoining property, if any.

17. Mortgagee's Rights. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Center.

18. No Estate in Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

19. Holding Over. If Tenant remains in possession of the Premises after expiration or termination of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. The failure of Landlord to invoice the Rent at 150% as set forth in the preceding sentence, or the action of Landlord sending an invoice that includes Rent at a renewal rate as set forth in Section 3 above shall not be treated as a renewal of the Term or evidence of a renewal of the Term if the Lease has not been renewed as required in Section 2 above. There shall be no renewal of this Lease by operation of law. If Tenant does not vacate the Premises immediately upon expiration or termination of this Lease the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay to Landlord, as liquidated damages and not as a penalty, in addition to Rent due as set forth herein, the sum of ten thousand dollars ($10,000.00) as Additional Rent which shall be paid to Landlord within seven (7) days after such expiration or termination.

20. Attorney's Fees and Homestead. If any Rent or sums owing under this Lease are collected by or through an attorney at law, or if Landlord uses an attorney to regain possession of the Premises, Tenant agrees to pay Landlord's attorney's fees. If suit should be brought for recovery of the Premises, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party will be entitled to all costs incurred in connection with such action, including reasonable attorney's fees. As used throughout this Lease, attorney's fees shall include fees for the time of inhouse

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attorneys at a reasonable rate based on attorneys' fees for attorneys which are in the same geographic market as the inhouse attorneys.

Tenant waives all homestead rights and exemptions, which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

21. Security Deposit. Tenant has deposited Thirty-five Thousand and 00/100 Dollars ($35,000.00), ("Security Deposit") which shall be held by Landlord or Supplier, at Landlord's option, and Landlord may fund portions of the Security Deposit to Supplier to remedy defaults under the Supply Agreement and Supplier may fund portions of the Security Deposit to Landlord to remedy defaults under the Lease. The Security Deposit is being held to ensure the performance of Tenant's obligations under this Lease and to ensure the performance of Tenant as customer under the Supply Agreement, including without limitation the surrender of possession of the Premises to Landlord as herein provided. It is acknowledged and agreed that Landlord is not establishing a separate account for the Security Deposit, and the Security Deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the Security Deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply the Security Deposit to the curing of such default.

Any such application of the Security Deposit by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore the Security Deposit to the full amount set forth above. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the Rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, Landlord will return to Tenant any then remaining balance of the Security Deposit.

22. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then attaching the same on the main entrance to the Premises may make such service or notice. All notices shall be given via personal delivery, sent via U.S. Mail, certified mail, return receipt requested postage prepaid, or sent via nationally recognized overnight courier service to the Premises in the case of notice to Tenant, and to the address set forth above in the case of Landlord. Such notice shall be deemed given at the time of personal delivery, or at the time of deposit in the mail, or upon delivery by overnight courier, as applicable; provided, however, the parties agree that Landlord may deliver notices by email or docusign to the email address set forth below Tenant's signature, and such notice shall be deemed given at the time such email is sent or docusign is viewed, as applicable.

23. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties or with their affiliated parties (or customs or practices of Landlord or its affiliated entities with third parties) at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

24. Liens. (a) If, because of any act or omission of Tenant, any mechanic's or other lien shall be filed against the Premises or upon the Center or against Landlord with respect to the Premises, Tenant shall, at its expense, within five (5) days after receipt of notice of the filing thereof, cause the same to be

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canceled and discharged of record or furnish Landlord with a surety bond issued by a surety company, protecting Landlord from any loss resulting from nonpayment of such lien claim, and further, shall indemnify and save harmless Landlord from and against any and all cost, expenses, claims, losses or damages, including without limitation reasonable attorneys' fees, arising from or relating to Landlord's actions to protect itself with respect to such filing. If Tenant fails to discharge such lien or provide such bond within such five (5) day period, Landlord may take actions to protect itself, including but not limited to, paying satisfying the lien or obtaining a surety bond, and in such case, Tenant shall reimburse the Landlord for such amounts as Additional Rent within one (1) business day after receipt of a bill from Landlord or such amount may be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. The provisions of this Section will survive the expiration or termination of this Lease.

(b) Landlord shall have at all times a valid lien and right of setoff for all sums of money becoming due hereunder from Tenant, upon all inventory, goods, wares, equipment, fixtures, furniture, signs, accounts and proceeds, other tangible property and other personal property of Tenant situated on the Premises, and, except in the ordinary course of Tenant's business, such property shall not be removed therefrom without the consent of Landlord until all sums of money then due to Landlord hereunder shall first have been paid and discharged. Tenant hereby agrees to execute any and all documents as are necessary for or requested by Landlord to establish or perfect any lien rights in favor of Landlord or any lender of Landlord. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law enter upon the Premises and take possession of any and all inventory, goods, wares, equipment, fixtures, furniture, signs, other tangible property and other personal property of Tenant situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord or Supplier. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law as may be required by the Uniform Commercial Code of the State wherein the Premises is located in order to preserve the priority of the lien created by this Section. The express contractual lien hereby granted is in addition and supplementary to any other lien available to Landlord, including but not limited to, any statutory lien.

25. Brokers. Landlord agrees to pay a commission to _____N/A_____ (**"Broker"**) pursuant to the terms of a separate commission agreement. Landlord and Tenant each represent and warrant to the other that each party has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except Broker, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant each agree to indemnify, defend and hold the other harmless from all costs and liabilities, including without limitation reasonably attorneys' fees and costs, arising out of or in connection with claims made by any other broker or individual who alleges that it is entitled to a commission or fees with regard to this Lease as a result of dealings it had with the indemnifying party. Scott A Moon is a licensed Real Estate Agent in the State of Georgia.

26. **LIMITATION OF LIABILITY. IF, AS A CONSEQUENCE OF A DEFAULT BY LANDLORD UNDER THIS LEASE, TENANT RECOVERS A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT MAY BE SATISFIED ONLY OUT OF THE PROCEEDS RECEIVED UPON EXECUTION OF SUCH JUDGMENT AND LEVIED THEREON AGAINST THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE CENTER AND THE PROPERTY**

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UPON WHICH THE CENTER IS LOCATED (THE "CENTER PROPERTY") AND OUT OF THE RENT OR OTHER INCOME FROM SUCH PROPERTY OR OUT OF CONSIDERATION RECEIVED BY LANDLORD FROM THE SALE OR OTHER DISPOSITION OF ALL OR ANY PART OF LANDLORD'S RIGHT, TITLE OR INTEREST IN THE CENTER AND THE CENTER PROPERTY, AND LANDLORD WILL NOT BE LIABLE FOR ANY DEFICIENCY. TENANT AGREES TO BRING ANY ACTION OR CLAIM IT MAY HAVE AGAINST LANDLORD OR ITS AFFILIATES WITHIN 1 YEAR OF ACCRUAL OF SUCH ACTION OR CLAIM OR WITHIN ONE YEAR AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE

27. **Confidentiality**: The terms and conditions of this Lease are confidential and shall not be disclosed by Tenant to any third party without the prior written consent of Landlord, and no public statements or announcements shall be issued by Tenant relating to this Lease without the prior written consent of Landlord, provided that nothing herein shall prevent either party from supplying such information or making such statements or disclosures relating to this Lease before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles, including, without limitation, statements or disclosures to such party's attorneys, accountants or other professional advisors; provided that such party shall send notices of any such statements or disclosures to the other party as soon as possible.

28. **Severability.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, unenforceable, invalid, or of no force and effect, the balance of this Lease will not be affected or impaired and shall remain in full force and effect and enforceable as a binding contract.

29. **Time is of Essence.** Time is of the essence of this agreement.

30. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, are of any force or effect. "Landlord" as used in this Lease includes Landlord, its assigns, and successors. "Tenant" includes Tenant, his heirs, its assigns, successors and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, other entity or individual as may fit the particular parties.

31. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

(a) Landlord (and its assigns) retains the exclusive right for the entire Term (including any renewal thereof as provided in this Lease) to install, operate, and maintain payphones, ATMs, automated gaming machines, bitcoin or other cryptocurrency machines, bill pay machines, electric vehicle charging stations, Air/Vac machines and other Third Party Equipment upon the Center. Tenant acknowledges this exclusive right and agrees that it will not allow any similar or competing product or service to be installed or placed thereon.

(b) Landlord reserves the right to grant easements, rights-of-ways, licenses and other encumbrances affecting the Center.

(c) If the Lease incorrectly describes the Premises that the parties intended Tenant to lease, or other material terms of this Lease and such other material terms are reflected in a letter of intent or other

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agreement with the parties, Landlord has the unilateral right to amend the Lease and must send Tenant a copy of such amendment within ten (10) days of signing.

(d) If Landlord submits a bill or invoice to Tenant for any expenses or costs it is entitled to pursuant to any provision of this Lease and Tenant does not make an objection within ten (10) days after receipt of such bill or invoice, Tenant shall be deemed to have approved such bill or invoice and may not later dispute such charges.

(e) At any time after the date hereof, Landlord may terminate this Agreement for any reason or no reason by giving Tenant at least sixty (60) days prior written notice. This termination right is absolute and complete and may not be waived or modified except in writing. No oral representation, delineated reliance, custom or behavior by anyone, including Landlord's representatives, shall in any way modify, alter, terminate or otherwise change this absolute right of termination. If Landlord exercises its right of termination, Landlord shall not be liable to Tenant for any compensation or damages under this Agreement.

(f) During the term of this Agreement, and for a period of one (1) year after its termination or expiration, within a three (3) mile radius of the Premises, Tenant, shall not, directly or indirectly or in any way whatsoever, engage, as principal, agent, employee, consultant, trustee, active or passive investor, or through any corporation, partnership, association or other entity or individual in any business, activity or enterprise which in any way offers retail sales of products or merchandise similar to that sold at the Premises, or that otherwise competes with the business operated on the Premises.

(g) Tenant's rights hereunder are expressly conditioned upon Tenant entering into a fuel services agreement or supply agreement, as applicable, with **HALLMARK PETROLEUM, LLC** ("Supplier") or such other supplier designated by Landlord from time to time (the "Supply Agreement") for the exclusive supply of petroleum products to the Premises for the Term (including any renewal thereof as provided in this Lease). The forecourt and/or backcourt of the Premises may be rebranded or debranded by Supplier or Landlord at any time and from time to time, in Supplier's or Landlord's sole discretion. Any default or violation by Tenant as customer under the Supply Agreement or termination of the Supply Agreement shall also be an event of default hereunder.

(h) Landlord or its affiliate, at Landlord's sole discretion, may enter into a franchise agreement with a franchisor (the "Franchisor"), or Landlord may require Tenant to enter into a franchise agreement with a Franchisor (as may be amended from time to time, the "Franchise Agreement"). Tenant shall be responsible for reimbursing Landlord for any amounts required by the Franchise Agreement and due from Landlord, including, but in no way limited to, the monthly royalty fee (currently 3.5%), technology fee, advertising/marketing fee, franchise transfer fee and any other fees that may be required as Additional Rent, such reimbursement to be billed to Tenant and collected in the same manner as Rent. Tenant may be required to purchase and maintain any software licenses or computer systems required by Franchisor and would be required to pay for all fees and maintenance required to maintain any such software licenses or computer systems. Except if caused by Landlord, any violation or default under the Franchise Agreement or the brand standards under such Franchise Agreement, or a termination of the Franchise Agreement, will be a default of this Lease. Any costs or payments associated with the installing of furniture, fixtures, equipment, or machinery by Landlord or Franchisor will be the sole responsibility of Tenant.

(i) Tenant agrees not to enter into any contracts, agreements or other obligations affecting the Premises which have a term of longer than the term of this Lease. Tenant may not enter into any contracts, agreements or other obligations affecting the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Landlord's review of such contract is solely for confirming compliance with this Lease, and Tenant shall not rely on Landlord's review for any purpose. Tenant shall provide reports of all revenue and profit derived from all sales at the Premises (including sales and services

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provided through any third-party vendors) broken out by revenue source on a monthly basis as follows: Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com for the preceding month such reports in form and content satisfactory to Landlord. If the form and content is not satisfactory to Landlord, Landlord may advise Tenant of the changes needed, and Tenant shall submit the revised information to Landlord within two (2) business days after receipt of such requested revisions. Landlord may audit Tenant's records at any time to obtain or confirm such information.

(j) Notwithstanding anything to the contrary contained herein, Tenant shall be entitled to 100% of the profit for the ATM and Air/Vac during the Term, or at Landlord's option, Landlord may allow Tenant to enter into the contracts for ATM and Air/Vac.

32. Intentionally omitted.

33. Additional Provisions.

33.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (a) there are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitations the loss of any investment in the Premises or such business upon expiration or termination of this Lease; (b) upon expiration or termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; (c) Landlord has no obligation to lease the Premises to any new lessee, whether or not a prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (d) any improvements, fixtures or equipment which are not or are not permitted to be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon expiration or termination of this Lease; (e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the expiration or termination of this Lease; (f) Tenant has no option, first right of refusal, first right of offer, or any other right of any nature to purchase the Premises; (g) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises; and (h) upon expiration or termination of this Lease, Landlord shall not be liable to Tenant for any compensation or damages of any kind.

33.2. USA Patriot Act. Tenant represents to Landlord that, (i) neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

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33.3 Third Party Beneficiaries. This Lease is personal to Tenant and is intended for the sole use and benefit of Landlord (and its affiliated entities) and Tenant. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Lease), and Landlord (and its affiliated entities) and Tenant specifically state and agree that no such intent exists.

33.4 Estoppels and Subordination Agreements. Within five (5) days of a request from Landlord, Tenant will execute and deliver to Landlord (or its designee), (1) a written instrument in a form requested by Landlord (including the signatures of witnesses or notaries as applicable) (a) certifying that this Lease has not been modified and is in full force and effect, or if there has been a modification, that this Lease is in full force and effect as modified and identifying the modification, (b) certifying the dates to which Rent and other sums due from Tenant under this Lease have been paid, (c) stating whether, to the best knowledge of Tenant, Landlord is in default or breach of this Lease, and if so, the grounds of such default or breach, (d) stating the commencement date of this Lease, and (e) any other items reasonably requested by Landlord or Landlord's lender; and (2) such subordination, non-disturbance and attornment agreements required by Landlord's lender.

33.5 Correspondence. Tenant shall forward to Landlord within twenty-four (24) hours of receipt thereof, a copy of any and all correspondence, notices, lawsuits, citations, summons, liens, instruments or other writings of any nature delivered or mailed to Tenant, Landlord or the Premises with respect to any lien, claim or demand against Tenant, Landlord or the Premises, or in any way related to the condition of the Premises, the use or occupancy of the Premises, or with respect to zoning, taxes, applicable laws and regulations or condemnation. If Tenant fails to comply with this Section, Tenant shall be responsible for any losses, claims or damages caused by such failure, and Tenant shall indemnify, defend, and hold Landlord (and its affiliated entities) harmless for such failure.

33.6 Billboards. Notwithstanding anything to the contrary contained in this Lease, Landlord, in its sole and absolute discretion, will have the right to contract for one or more off-site billboards or signs advertising the operations conducted on the Premises (a "Billboard"). Should Landlord terminate use of one or more of these Billboards, or change use such that the new use does not affect or benefit the Premises in any way, which in either case, Landlord may do so at any time in its sole and absolute discretion without Tenant's consent. There will be no increase or reduction in Rent resulting from the addition or deletion of any Billboard, provided further that nothing contained in this Lease will require Landlord to obtain any Billboards.

33.7 No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that (a) this Lease has been freely negotiated by both parties, and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of such party having drafted this Lease or any portion thereof.

33.8 Final Agreement. Each party acknowledges and agrees that no representations, inducements, promises or statements, written, oral or implied, have been made by any party of anyone acting on behalf of any party which are not embodied in this Lease, and each party agrees that no agreement, covenant, representation, inducement, promise or statement not set forth in writing in the Lease, as modified by this Amendment, is valid or binding

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34. **Cross-Default.** A default by Tenant under this Lease will constitute a default under all other agreements between Tenant (or principal of Tenant or any entity affiliated with Tenant) ("Tenant Parties") and Landlord (or any entity controlled by or under common control with any principal of Landlord) ("Landlord" Parties"), and a default under any other agreement between any Tenant Parties and Landlord Parties shall be a default under this Lease.

35. **Governing Law; Venue**. This Lease is delivered in the State of Georgia and shall be construed according to the laws of the State of Georgia. This Lease shall inure to the benefit of and be enforceable by Landlord and its successors and assigns, as holder and owner of the Lease, and shall be enforceable against and binding upon Tenant and Tenant's heirs, representatives, successors and assigns. Venue on any suit, action or proceeding to enforce this Lease will be proper only in the appropriate state court of Georgia sitting in Gwinnett County, Georgia. Each party hereby: (a) irrevocably submits to the personal jurisdiction of the appropriate state court in Gwinnett County, Georgia, as well as the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Lease or any facts and circumstances leading to its execution or performance; (b) agrees that all claims in respect of such suit, action or proceeding must be brought, heard and determined exclusively in such courts; (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such courts; (d) agrees not to bring any suit, action or proceeding arising out of or relating to this Lease in any other court; (e) waives any objection that venue is improper; and (f) waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought. Nothing shall prevent Landlord from bringing a dispossessory or eviction proceeding in the appropriate court in the state and county in which the Premises is located.

Initial: Initial JRP For Tenant DS SAM For Landlord

37. **Recording.** Tenant agrees that Tenant will not record this Lease nor any Memorandum of Lease.

38. **Expiration or Termination of the Term.** All of Tenant's personal property, and all furnishings, movable trade fixtures and equipment which are not permanently attached to the Premises shall be deemed the property of Tenant, and upon the expiration or earlier termination of this Lease, Tenant may, or if Landlord requires, shall, remove such items so installed in the Premises, and Tenant shall, prior to the expiration or earlier termination of this Lease, repair any damage caused by such removal. If Landlord requires Tenant to remove its furnishings, movable trade fixtures or equipment, and Tenant fails to do so, Landlord may remove such items, and Tenant shall reimburse Landlord for all costs related to such removal. All point of sale systems, upgrades or replacements to existing equipment, and all alterations, additions or improvements that are permanently attached to the Premises, including without limitation air conditioning and heating equipment, shall become the property of Landlord upon their installation at the Premises and Tenant may not remove such items at any time during the Term (except that Tenant may replace an item with an item in like-new condition that is as good as or better than such item) or upon the expiration or termination of this Lease. Upon the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord broom clean and in good repair and condition, reasonable wear and tear excepted. If Tenant leaves any personal property in the Premises after the expiration or earlier termination of this Lease, at the option of Landlord, such property shall become the property of Landlord. Tenant shall clean all windows and plate glass, including the removal of any stickers, signs or other decorations on such glass.

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39. Non-Delivery of Possession. In the event Landlord cannot deliver possession of the Premises to Tenant upon the Commencement Date, through no fault of Landlord or its agents, Landlord and its agents shall have no liability under this Lease due to failure to deliver the Premises. In such event, Rent due shall be reduced on a pro-rata basis with Tenant responsible for payment of Rent beginning on the date the Premises are made available for delivery. Landlord or its agents will have thirty (30) days in which to make the Premises available for possession. At such time as the Premises becomes available, Tenant agrees to accept the Premises and pay Rent as agreed upon in the Lease. In the event Landlord is unable to deliver possession of the Premises to Tenant within thirty (30) days after the Commencement Date, this Lease will automatically terminate and all money paid by Tenant to Landlord shall be refunded to Tenant.

40. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Tenant represents that it is familiar with and knowledgeable about the operation of the Motor Fuels Property and the hazards associated therewith. Tenant is aware of the location and method of operation of the outside emergency cut-off switch and the cashier emergency cut-off switch and will insure that all of its employees or other operators have been trained with respect to operation of the Motor Fuels Property including emergency cut-off switches. Landlord may engage a company to perform all environmental compliance work and testing, and Tenant shall be responsible for the cost of all such work and testing commencing on the Commencement Date, or Landlord may perform such work and bill Tenant for a reasonable cost to complete such work as Additional Rent. Tenant shall allow access to the Premises for all such work and testing. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years and to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above. Tenant shall notify Landlord within four (4) hours of any problems discovered during such inspection, and if the failure to notify Landlord within such four (4) hour timeframe exacerbates the repair or necessitates a replacement of the equipment, Tenant shall be responsible for such incremental costs. Except to the extent caused by Tenant or Tenant is responsible because of a failure to report a problem to Landlord as required in this Lease, Landlord shall be responsible for all repairs and replacements

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of the underground storage tanks and associated piping. Tenant shall be responsible for any maintenance, repair or replacements needed for the spill bucket.

(e) Tenant agrees to conduct, at a minimum, a daily inspection of hoses, certified equipment, breakaways, valves, seals, vapor recovery systems, underground storage tanks and other equipment to ensure Stage II Recovery compliance and shall be solely liable for any non-compliance. Tenant shall immediately shut down the Motor Fuels Property if continued operation would be dangerous or unsafe.

(f) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease as the result of any acts or omissions of Tenant, its agents, employees, invitees, or affiliates. Further, at Landlord's election, to the extent such Tenant agrees to participate in the applicable states' Underground Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under such applicable states' Trust Fund, should a release occur. If the Premises is in the State of Texas, then Tenant agrees to comply with the Texas Commission on Environmental Quality's Financial Assurance requirements pertaining to the petroleum underground storage tanks, Tenant shall provide proof of compliance upon Landlord's demand.

{SIGNATURES ON FOLLOWING PAGE}

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WITNESS our hands and seals as of the date first written above.

LANDLORD:
OLD SHELL AND SAGE CENTER, LLC



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EXHIBIT "A"

SITE PLAN

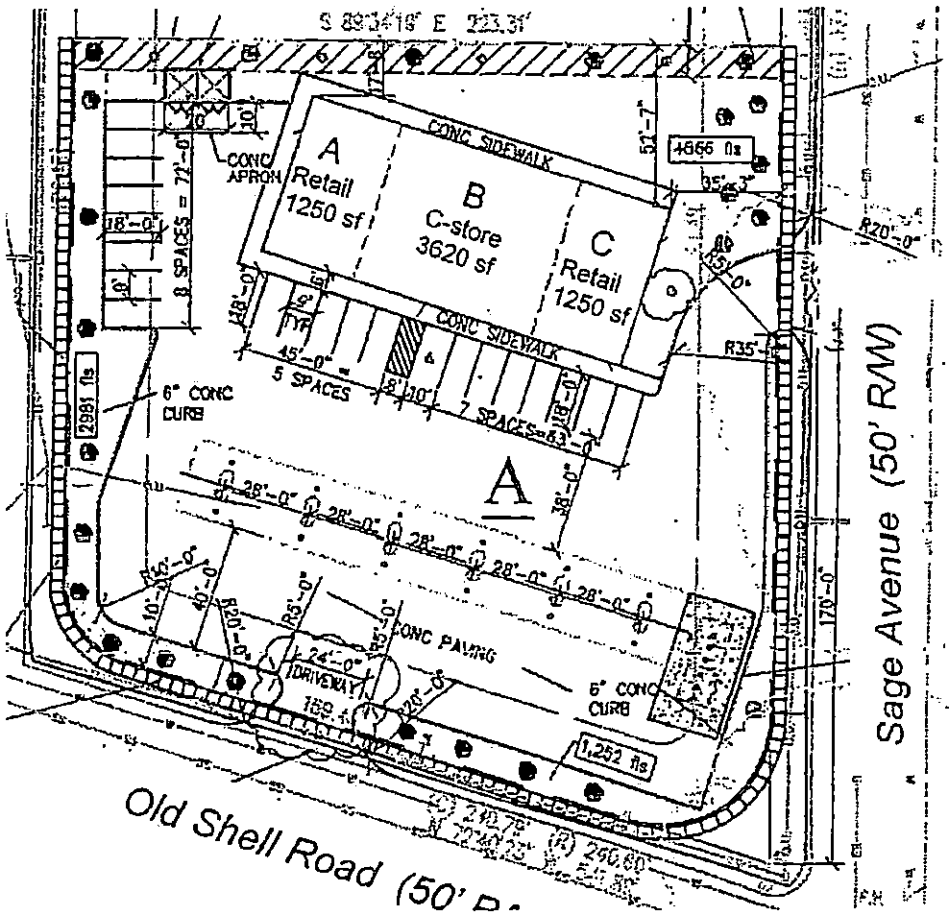

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EXHIBIT "B"

LEGAL DESCRIPTION

Lots A and B, Old Shell/Sage Subdivision, according to plat thereof recorded in Map Book 114, Page 82 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

OM SHREE GANESH LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012904250	05/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA

[redacted]

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

3000 OLD SHELL RD MOBILE AL 36607-2619

IRS Department of the Treasury
Internal Revenue Service
7940 Kentucky Drive, Stop 318A
Florence KY 41042

In reply refer to: 0872216019
Apr. 07, 2026 LTR 147C 0
35-2952676 000000 00
Input Op: 0254219909 00004700
BODC: NOBOD

OM SHREE GANESH LLC

0397oo

Employer identification number: 35-2952676

Dear Taxpayer:

Thank you for your inquiry of Mar. 27, 2026.

We can't reproduce the CP 575/576, Employer Identification Number (EIN) Assignment. However, this letter will serve as proof of EIN assignment verification.

Your employer identification number (EIN) is 35-2952676. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

LOTS A & B, OLD SHELL/SAGE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 114, PAGE 82 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by OM SHREE GANESH LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 21st day of July 2026

Notary Printed Name	[redacted]	My (Notary) Commission Expires
Jay M Kearney		8/28/2029

[redacted]

[redacted]

Applicant Name (Print Name)

OLD SHELL AND SAGE CENTER LLC — Owner of Property (Signature)

JAIKUMAR PATEL — Applicant Name (Signature)

Street Address

[redacted]

07/20/26

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure
- [ ] Sole Proprietorship
- [x] Limited Liability Company (LLC)
- [ ] Corporation

Application Type
- [ ] New Business
- [x] New Owner
- [ ] Location Change

Transfer a License? [ ] No [x] Yes

Relocation Date

Description/Type
- [x] Convenience/Grocery Store
- [ ] Hotel [ ] Lounge/Bar
- [ ] Package Store [ ] Restaurant
- [ ] Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

- [ ] 010 - Lounge Retail Liquor (Class I)
- [ ] 011 - Lounge Retail Liquor (Class II) - Package Store
- [ ] 020 - Restaurant Retail Liquor
- [ ] 040 - Retail Beer (On/Off Premises)
- [x] 050 - Retail Beer (Off Premises Only)
- [ ] 060 Retail Table Wine (On/Off Premises)
- [ ] 070 - Retail Wine (Off Premises Only)
- [ ] 090 - Wholesale - Beer
- [ ] 100 - Wholesale - Wine
- [ ] 110 - Wholesale - Beer & Wine
- [ ] 140 - Special Events Retail
- [ ] 160 - Special Events - More than 30 Days
- [ ] 200 Manufacturer
- [ ] 220 BrewPub

Legal Business Name	Trade Name (DBA)
OM SHREE GANESH LLC	HOP IN CONVENIENCE STORE

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3000, OLD SHELL ROAD SUITE B	MOBILE	AL	36607

Business Contact Person Information Name	Title	Phone	Email
JAIKUMAR PATEL	MEMBER		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Square Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3,620	21	21(site)	yes	B-2	yes

Comments

[redacted]

Date 8/5/2026

Planning and Zoning

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Bottles Up Mobile, Inc.
Location:	The Jimmy Buffett Experience Grand Opening 155 S. Water Street Mobile, AL 36602

Adopted:

_____

City Clerk

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/10/2026	NEW APPLICATION	2026 - 5813	124969	4	August 25, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
BOTTLES UP MOBILE INC

Trade Name (DBA)
THE JIMMY BUFFET EXPERIENCE GRAND OPENING

Location Address
155 S WATER ST

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____ Date _____

[redacted]

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
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DISTRICT 5
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DISTRICT 6

CITY CLERK
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08/10/2026	NEW APPLICATION	2026 - 5813	124969	4	August 25, 2026

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BOTTLES UP MOBILE INC

Trade Name (DBA)
THE JIMMY BUFFET EXPERIENCE GRAND OPENING

Location Address
155 S WATER ST

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____ Date _____

[redacted]

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/10/2026	NEW APPLICATION	2026 - 5813	124969	4	August 25, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	THE JIMMY BUFFET EXPERIENCE GRAND OPENING

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	12/22/2021	958 345	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
87-4118229	R011297283		

Physical Address (Street Address, Suite #)	City	State	Zip Code
155 S WATER ST	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip C
[illegible]			

Primary [illegible] explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER SPECIAL EVENT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
BRATTON MCGREGOR	PRESIDENT			OM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
JASON LADINER	[illegible]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
155 SOUTH WATER STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
90,000	400	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials [redacted]

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MCGREGOR, THOMAS BRATTON	PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO	BOTTLES UP MOBILE INC	BOTTOLS UP MOBILE	[redacted]

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
ASHLEY CROCKER	POA			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

BM The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

BM The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

BM The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

BM The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BM Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

BM In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

BM Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Thomas Bratton McGraw [redacted]

Date of Application Signature

8/11/26

Title of Person Signing this Application

President

Sworn to and subscribed before me this 11th day of August 2026

Notary Person Printed Name

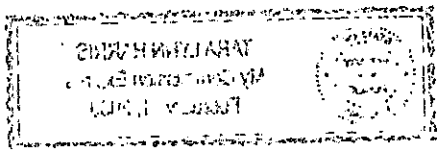
Tara Lynn Harris

My Notary Commission Expires

February 11, 2030

[redacted]

Signature Page



City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/10/2026	NEW APPLICATION	2026 - 5813	124969	4	August 25, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

THE JIMMY BUFFET EXPERIENCE GRAND OPENING

Location Address

155 S WATER ST

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
BRATTON MCGREGOR	PRESIDENT			E

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 03/29/2023

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BOTTLES UP MOBILE INC

dba THE JIMMY BUFFET EXPERIENCE GRAND OPENING

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL and

for the premises located at

155 S WATER ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on August 25, 2026 for application number 2026 - 5813

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

[redacted]

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

THE JIMMY BUFFET EXPERIENCE GRAND OPENING

Location Address

155 S WATER ST

Zip Code

36602

Application Number

2026 - 5813

Notice Post Date @ Location

08/10/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 25, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

[redacted]

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260727083239658

[redacted]

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Trade Name: THE JIMMY BUFFET EXPERIENCE GRAND OPENING **Filing Fee:** $50.00

Applicant: BOTTLES UP MOBILE INC **Transfer Fee:**

Location Address: 155 S WATER ST MOBILE, AL 36602

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 958 345

Do you sell Draft Beer?: N/A

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/22/2021

Federal Tax ID: 87-4118229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260727083239658

[redacted]

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person GREGOR
Business Phone:
Fax:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous Vendor Number:

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOA
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260727083239658

[redacted]

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOAR
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260727083239658

[redacted]

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: JASON LADINER 251-208-1040

What is lessors primary business? EVENT MENU

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 90000

Display Square Footage:

Building seating capacity: 400

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260727083239658

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 09/21/2026 Ending Date: 09/13/2026
Special terms and conditions for special event/special retail:
THE EVENT WILL TAKE PLACE ON 9/12-13/2026 AT THE NATIONAL MARITIME MUSEUM OF THE GULF. BEER, WINE AND LIQUOR WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL TAKE PLACE ON 9/12-13/2026 AT THE NATIONAL MARITIME MUSEUM OF THE GULF. BEER, WINE AND LIQUOR WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

[redacted]

TATE OF ALABAMA

MESTIC BUSINESS CORPORATION
RTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR MCGREGOR

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B	/D	

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021 THOMAS B MCGREGOR PRESIDENT

DATE ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

[redacted]

RES992969

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

December 22, 2021

Date

[redacted]

John H. Merrill **Secretary of State**

List of Current Members

The following individuals are the only members of: BOTTLES UP MOBILE INC

NAME: Thomas Bratton McGregor **TITLE:** President

NAME: _____ **TITLE:** _____

NAME: _____ **TITLE:** _____

NAME: _____ **TITLE:** _____

NAME: _____ **TITLE:** _____

Thomas Bratton McGregor

PRINTED NAME OF MEMBER

[redacted]

SIGNATURE OF MEMBER

2/16/26

DATE

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011297283	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

[redacted]

NAICS CODE: 722320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

BOTTLES [illegible] INC

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenu[redacted] this should be included on your deed and/or lease paperwork

map attached

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Bottles Up Mobile Inc

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 28th day of July 20 26

Notary Printed Name	[redacted]	My (Notary) Commission Expires
DeAnna Grantham		10/22/28

Notary Stamp

[redacted]	Applicant Name (Print Name) Jason Ladner	Thomas Bratton McGregor
[redacted]	[redacted]	
	155 South Water Street	155 South Water Street
	City, State, Zip Mobile AL 36602	City, State, Zip Mobile AL 36602
	Date Agreement Signed 7/28/26	Date Agreement Signed 7/28/26

Revision Date 10.23.2023

| Application Property Ownership

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-177102-2026
Issue Date: 08/11/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400012008.	155 S Water St	

Business Name	Issued To	Zoning Districts
THE JIMMY BUFFET EXPERIENCE GRAND OPENING	Name: BRATTON MCGREGOR Company: THE JIMMY BUFFET EXPERIENCI GRAND OPENING Address: 155 S Water St MOBILE, AL 36602 Phone:	

This Zoning Classification Allows the property to be used for:
SPECIAL EVENT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Ca[redacted]

[redacted]

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☑ Other special event

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☑ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Bottles Up Mobile Inc	THE JIMMY BUFFETT EXPERIENCE GRAND OPENING

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
155 South Water Street	Mobile	AL	36602

Business Contact Person Information

Name	Title	Phone	Email
Bratton McGregor	President		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
90000	N/A	N/A	✓	MUNICIPAL	✓

Comments

SPECIAL EVENT, MUNICIPAL ZONING

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	2-11-2026

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	El Jefe House of Cigars, LLP
Location:	Port City Classic 1621 Virginia Street Mobile, AL 36604

Adopted:

_____
City Clerk

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/13/2025	NEW APPLICATION	2025 -5814	130015	2	August 25, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)
PORT CITY CLASSIC

Location Address
1621 VIRGINIA ST

City, State, Zip Code
MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

[redacted]

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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PO Box 1151 Montgomery AL 36101

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License Type(s)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)
PORT CITY CLASSIC

Location Address
1621 VIRGINIA ST

City, State, Zip Code
MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

[redacted]

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **August 18, 2026**

Re: **Application # 5814 / 1621 Virginia St.**

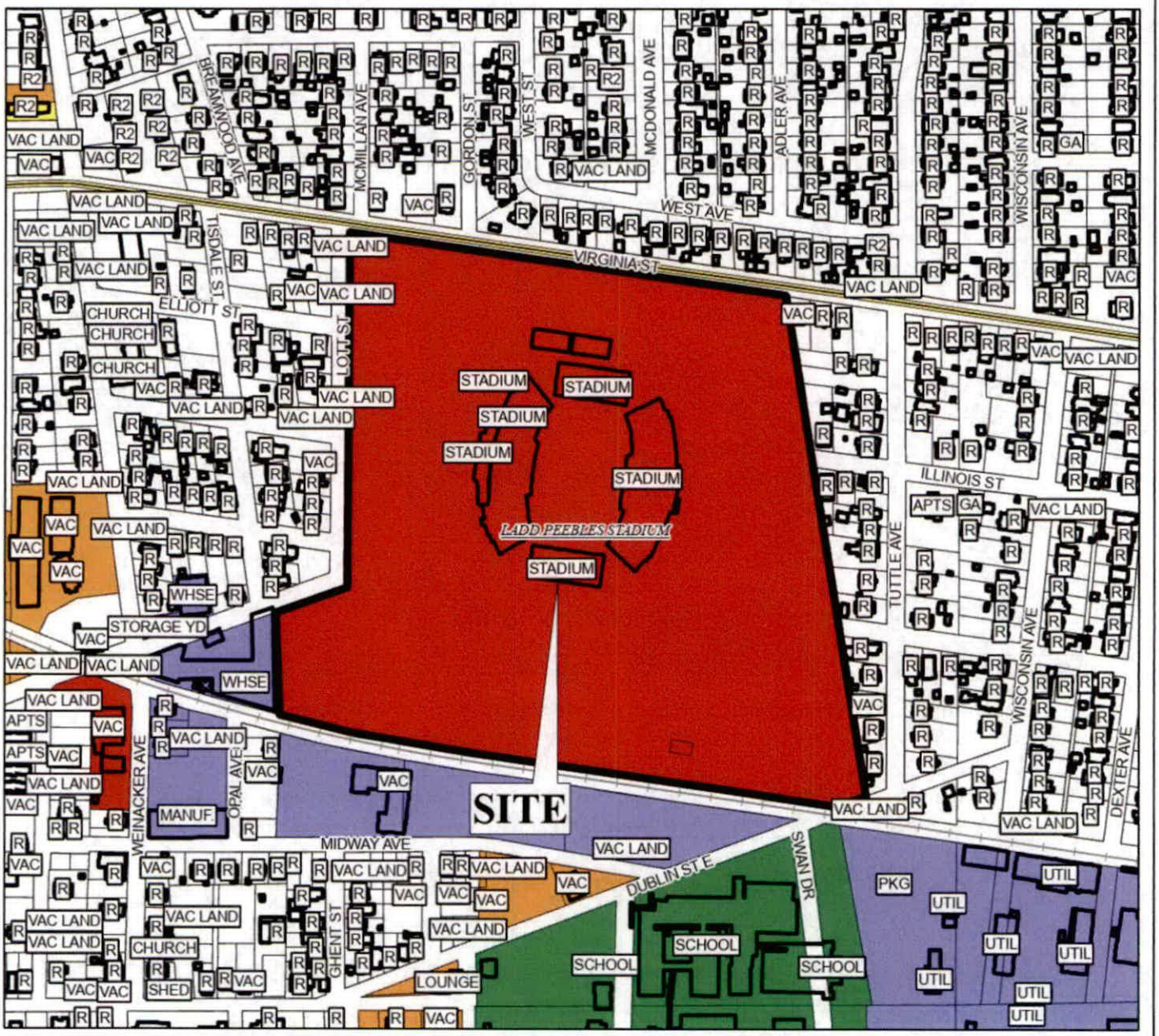
Regarding the above-referenced application, the subject property is zoned B-3. A special event with special retails sales is a permitted use within this zoning district.

As a function of the Mobile County Board of Education, the site is exempt from parking requirements.

The property is located within Council District #2, represented by Councilmember Samantha Ingram.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5814 DATE 8/25/2026

APPLICANT EL JEFE HOUSE OF CIGARS LLP

LOCATION 1621 VIRGINIA ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

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 W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/13/2025	NEW APPLICATION	2025 -5814	130015	2	August 25, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
EL JEFE HOUSE OF CIGARS LLP	PORT CITY CLASSIC

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLP - LIMITED LIABILITY PARTNERSHIP	01/29/2023	001-060-248	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
93-1581171	R011942274		

Physical Address (Street Address, Suite #)	City	State	Zip Code
1621 VIRGINIA ST	MOBILE	AL	36604

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JAMONTY JONES	OWNER		(	

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)	
N/A		

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1621 VIRGINIA ST	MOBILE	AL	36604

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
12,000	40,000	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initi [redacted]

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
JAMONTY LEVON JONES	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	EL JEFE HOUSE OF CIGARS LLP	EL JEFE HOUSE OF CIGARS	309 S WILSON AVE PRICHARD AL 36610

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
LEMARCUS DEANGELO MAYE	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	EL JEFE HOUSE OF CIGARS LLP	EL JEFE HOUSE OF CIGARS	309 S WILSON AVE PRICHARD 36610

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to b[redacted]

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name: JaMonty Jones

Date of Application Signature: 8/13/26

Owner/Applicant/POA Signature: [redacted]

Title of Person Signing this Application: Owner

Sworn to and subscribed before me this 13th day of August 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	[redacted]	February 11, 2030

Signature Page

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/13/2025	NEW APPLICATION	2025 -5814	130015	2	August 25, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

PORT CITY CLASSIC

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

Contact Person Information

Name	Title	POA	Phone	Email
JAMONTY JONES	OWNER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 09/22/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EL JEFE HOUSE OF CIGARS LLP

dba PORT CITY CLASSIC

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL and

for the premises located at

1621 VIRGINIA ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on August 25, 2026 for application number 2025 -5814

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

[redacted]

Tara Harris

Revenue Department Representative

Notice of Public Hearing

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

PORT CITY CLASSIC

Location Address

1621 VIRGINIA ST

Zip Code

36604

Application Number

2025 -5814

Notice Post Date @ Location

08/13/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 25, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

[redacted]

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260806090926944

[redacted]

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Trade Name: PORT CITY CLASSIC
Filing Fee: $50.00

Applicant: EL JEFE HOUSE OF CIGARS LLP
Transfer Fee:

Location Address: 1621 VIRGINIA ST MOBILE, AL 36604

Mailing Address: 309 S WILSON AVE PRICHARD , AL 36610

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLP

Book, Page, or Document info: 001-060-248

Do you sell Draft Beer?: N/A

Date Incorporated: 01/29/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 93-1581171 **Alabama State Sales Tax ID:** R011942274

Name:	Title:	Date and Place of Birth:	Residence Address:
LEMARCUS DEANGELO MAYE	OWNER		
JAMONTY LEVON JONES	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260806090926944

[redacted]

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JAMONTY JONES
Business Phone:
Fax:

Home Ph
Cell Phor
E-mail:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOA
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260806090926944

[redacted]

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

What is lessors primary business? EDUCATION

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 22000

Display Square Footage:

Building seating capacity: 40000

Does Licensed premises include a patio area? NO

License Structure: TWO STORY

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

[redacted]

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOA

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260806090926944

[redacted]

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260806090926944

[redacted]

Initial each — **Signature page**

[ ]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[ ]	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[ ]	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
[ ]	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
[ ]	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): LaMonty Jones Notary Name (print): Davonte Williams

Signature of A[redacted]

Application T[redacted]
Submitted to [redacted]
Received in Di[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260806090926944

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 09/04/2026 Ending Date: 09/05/2026
Special terms and conditions for special event/special retail:
N/A

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OWNERS OF EL JEFE HOUSE OF CIGARS LLP

Receipt Confirmation Page

Receipt Confirmation Number: 20260806090926944

Application Payment Confirmation Number: 120018304

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 140	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$150.00	$150.00	$300.00
Total Amount to be Charged	$150.00	$150.00	$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: LLP
Trade Name: PORT CITY CLASSIC
Applicant Name: EL JEFE HOUSE OF CIGARS LLP
Location Address: 1621 VIRGINIA ST
MOBILE, AL 36604
Mailing Address:

Contact Person:
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant:

******APPLICANT COPY******



Alabama ABC Board
icensing and Compliance Division
Criminal Background Check

8/11/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: JAMONTY JONES
ALIAS: JAMONTY L JONES. JAMONTY LEVON JONES
Last 4-digits of Soci
Birth Date (MM/DD/YYYY): 6/14/1981
Date of Original Background Check: 7/31/2026
Form Expires: 7/31/2028

******APPLICANT COPY******



Alabama ABC Board
Licensing and Compliance Division
Criminal Background Check

8/11/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: LEMARCUS MAYE
ALIAS: LEMARCUS DEANGELO MAYE
Last 4-digits of Social
Birth Date (MM/DD/YYYY): 7/3/1979
Date of Original Background Check: 7/31/2026
Form Expires: 7/31/2028

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with *Code of Alabama*, Section 10A-1-5.07):

   El Jefe House of Cigars, LLP

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the limited liability partnership:

   Mailing address of principal office (if different from street address):

4. The name of the Registered Agent (only one agent): Jones Jamonty

   Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of Registered Office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-060-248 D2P

Date	01/29/2023
Time	20:20:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

5. Purpose for which the limited liability partnership was formed:

Entertainment Services

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s):

Street (**No PO Boxes**) address of Organizer(s):

Mailing address of Organizer(s) – (if different from street address):

The name(s) of the Organizer(s):

Street (**No PO Boxes**) address of Organizer(s):

Mailing address of Organizer(s) – (if different from street address):

The name(s) of the Organizer(s):

Street (**No PO Boxes**) address of Organizer(s):

Mailing address of Organizer(s) – (if different from street address):

The name(s) of the Organizer(s):

Street (**No PO Boxes**) address of Organizer(s):

Mailing address of Organizer(s) – (if different from street address):

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

_____

Mailing address of Organizer(s) – (if different from street address):_____

_____

8. The partnership is formed as a limited liability partnership.

9. The statement of limited liability partnership is effective immediately on the date the statement is filed with the Office of the Secretary of State or at the later date specified in this filing.

The undersigned specify 1 / 29 / 2023 as the effective date (must be later than the date filed in the office of the Secretary of State).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability partnership.

*County of Registered Agent is requested in order to determine distribution of County filing fees

1 / 29 / 2023
Date (MM/DD/YYYY)

Jamonty Jones
Signature as required by 10A-8A-10.01

Owner
Title

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

El Jefe House of Cigars, LLP

This name reservation is for the exclusive use of Jamonty Jones, 309 S Wilson Avenue, Prichard, AL 36610 for a period of one year beginning January 29, 2023 and expiring January 29, 2024

[redacted]

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

January 29, 2023

Date

[redacted]

Wes Allen **Secretary of State**

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EL JEFE HOUSE OF CIGARS LLP

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011942274	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

[redacted]

NAICS CODE: 424990

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

[redacted]

INTERNAL REVENUE SERVICE IRS

FAX TRANSMISSION
Cover Sheet

Date: November 27, 2023

To: _____

Address/Organization: _____

Fax Numb[redacted] Office Number: _____

From: Smith Morgan R

Address/Organization: _____

Fax Number: _____ Office Number: _____

Number of pages: 2 *Including cover page*

Subject:

[redacted]

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

Department of the Treasury
Internal Revenue Service
1973 North Rulon White Blvd
Ogden, UT, 84404-5402

In reply refer to: 0446229310
11/27/2023 LTR 147C

EL JEFE HOUSE OF CIGARS LLP
LEMARCUS D MAYE GEN PTR

Employer Identification Number: 93-1581171

Dear Taxpayer:

Thank you for your inquiry of 11/27/2023.

Your Employer Identification Number (EIN) is93-1581171.
Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 1-800-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,
Ms. Smith
1004146473
CSR

STATE OF ALABAMA

COUNTY OF MOBILE

FACILITIES LEASE AGREEMENT

THIS AGREEMENT is entered into on this _1st_ day of August, 2026, by and between the "Parties," who are the **Board of School Commissioners of Mobile County** (which will hereinafter be referred to as the **"Board"**), which owns and operates Ladd-Peebles Stadium (which will hereinafter be referred to as **"Stadium"**), and **Brothers Working Together, LLC d/b/a Port City Classic**(which will hereinafter be referred to as the **"Tenant"**), who is staging a college football game known as the "Port City Classic" (hereinafter referred to as the **"Game"**),

Therefore, for and in consideration of the mutual promises and covenants contained herein and made by and between the Parties with the intent to be legally bound, it is,

AGREED AS FOLLOWS:

1. Agreement to Lease:

(a) The Board agrees to lease a portion of the Stadium properties including the entire Stadium, except for the office areas, (which portion shall hereinafter be referred to as the **"Leased Premises"**), to Tenant on the terms and conditions hereinafter set out, for the staging of the Game on **September 5, 2026,** (hereinafter knows as the "Leased Period"). In addition, Tenant shall have the use of the old "sports commission" office underneath the north stands for the week prior to the Game. Tenant shall also have the use of the west side ticket office beginning Monday, August 31, 2026 to provide for ticket sales.

(b) Board shall also provide the following:

i. Ice for the event
ii. 3-4 restroom attendants to make sure they are clean and fully stocked throughout the event.
iii. IT person onsite
iv. Facilities person on site
v. Stadium manager and point of contact on site
vi. Wifi and internet access
vii. Provide 12 metal detectors.

Kickoff is scheduled for 4 p.m. Tenant may occupy the Leased Premises on September 5, 2026, from 7:00 a.m. until 11:00 p.m. Tenant may also be allowed access to the field and locker rooms for the teams and bands to practice on August 31 – September 5, 2026, as necessary, upon request to and approval of the Board's Stadium General Manager

(c) Tenant assumes sole and complete responsibility for construction, improvements and/or installation on the Premises, necessary or which may become necessary, to

the Game during the Leased Period.

(d) Tenant shall maintain all improvements in good order and repair, during the Leased Period.

(e) During the Leased Period, the Tenant shall maintain the Premises and adjoining land reasonably clean and free of trash and debris. Promptly upon termination of the Leased Period, Tenant shall remove any and all improvements from the Premises and restore the Premises and any other land or area damaged by any operation of the Game. Tenant has inspected the Leased Premises and accepts it as adequate for the Tenant's purpose of staging the Game.

(f) Nothing contained herein is intended to restrict the right of entry or access of the Board, its designees, its staff, and any emergency and security personnel of the Stadium for any security or safety concerns, it being specifically acknowledged by the Tenant that the Board, its designees, its staff, and any emergency and security personnel, shall have access to and right of entry to all of the Leased Premises at all times.

2. Rent, Expenses, Costs:

Tenant shall pay the Board rent in the amount of $30,000.00. Rent shall be paid by 5:00 p.m. one (1) week before game.

Tenant also agrees to pay for and secure all necessary permits, including required permitting for the sale of alcohol, beer, wine, and tobacco.

It is further understood between the parties that the Tenant retains all rights to Stadium parking at the Stadium and concessions during the term of the Lease.

The Tenant shall be responsible for paying security. The Board has determined that 40 APOSTC law enforcement officers shall be required for the day of the game. The Board has determined that 6 APOSTC law enforcement officers are required to be present during all tailgating activities. The Tenant shall retain all revenues, including fees and rents and shall pay applicable taxes earned or received from all novelty and merchandise concessions, including program sales, operated by the Tenant, at or within the Leased Premises in connection with the Game during the Leased Period. The Tenant reserves all parking and food and beverage concession operations at the property in connection with the Game during the Leased Period.

3. Taxes, Licenses, Permits, Assessments:

(a) the Tenant shall be responsible for the collection and payment of any taxes, including sales taxes, that are due to state or local government as a result of the occupancy or use of the Leased Premises or the performance of any service by Tenant, or as a result of the sale by Tenant of tickets to the Game or any other item, novelty or commodity.

(b) The Tenant shall be responsible for obtaining all State and local business licenses and all relevant permits. Copies of all licenses and permits shall be provided to the Board by 12:00 noon one (1) week before the game. The failure of the Tenant to provide such shall be grounds for the Stadium General Manager to terminate the Game resulting in the forfeiture of any advance rental deposit which may have been paid.

4. The Board shall not be liable for the payment of any tax, late charge or penalty of any nature, relating to the Game or any revenue received by or payment made to or by Tenant. Tenant shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed or which may become a lien or charge against this Agreement or the property of the Board.

5. **Limitations of Use:**

(a) The Leased Premises shall be used by Tenant solely for the staging of the Game.

(b) Tenant shall not commit, allow or permit:

(i) Any waste or damage to, on, or about the Leased Premises;
(ii) Any unlawful or immoral uses or acts in, on, or about the Leased Premises;
(iii) Any uses or acts so as to injure persons or property in, on or about the Leased Premises; or,
(iv) Any nuisance in, on, or about the Leased Premises.

(c) Tenant shall comply with all legal requirements that arise after the execution of this Agreement relating to or governing the use and occupancy of the Leased Premises by Tenant,

(d) Tenant shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Stadium. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", toxic substances", or "solid waste" in any applicable local, state or federal environmental law.

(e) Tenant shall not operate any equipment or machinery at the Leased Premises without the prior approval of the Stadium General Manager.

(f) No portion of any passageway or exit door or exit way shall be blocked or obstructed in any manner whatsoever by the Tenant, and no exit door or exit way shall be locked, blocked or bolted, nor shall the visibility of any exit sign be obscured, by Tenant while occupying or using the Leased Premises.

6. **Use of Press Box and Suite Levels:**

The Board agrees to make available to Tenant, free of charge, the existing press box level. Tenant agrees to allocate within the press box level sufficient space for the working press as well as the required separate rooms for coaching staffs (but excluding the main lobby office and 1 suites).

7. **Americans With Disabilities Act:**

The Board shall be responsible for ensuring that access into the Stadium complies with the Americans With Disabilities Act, as amended ("ADA"). The Board shall also be responsible for ensuring, to the extent possible, that the common areas inside the Stadium (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities. Tenant shall be responsible for ensuring that the Leased Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as Tenant modifies, rearranges or sets up the Leased Premises in order to accommodate Tenant's usage. Tenant shall be responsible for any violations of the ADA that arise from Tenant's reconfiguration of the seating areas or modification of other portions of the Leased Premises in order to accommodate Tenant's usage, Tenant shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with the staging of the Game are in compliance with ADA.

8. **Parking, Concessions and Novelties:**

The Tenant will control and collect revenue for all parking at the Stadium. The Tenant has the right to control all concessions within the Stadium. All food and beverage catered to any tent and hospitality areas and Press Box level of the Stadium, and all alcoholic beverages must be distributed through the Tenant.

9. **Advertising and Promotions at the Stadium:**

(a) On game day, Tenant shall have the right to erect in mutually agreed areas, temporary banners and signage that do not conflict with any separate agreements with the Board, and shall receive all revenues from such banners and signage.

(b) As long as this Agreement is in effect, the Tenant may use the Board's logos and names in advertising and marketing the Game and the Board may use the Tenant's logos and names in advertising and marketing the Stadium,

10. **Ticketing:**

Tenant shall be entitled to control its own ticket sales and distribution and retain all ticket revenue, with Tenant bearing its own costs of setting up the ticketing facilities. Tenant shall be responsible for hiring, managing, and paying all personnel costs for all ticket management, gate management and access control.

11. Civil Rights Act.

During the performance of this Agreement, Tenant shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

12. Insurance, Indemnification, Hold Harmless and Waiver.

The Tenant shall obtain and keep in effect for the Tenant of this Lease, an occurrence based commercial liability insurance policy, including general liability and comprehensive automotive insurance for business use for both owned and non-owned vehicles, and covering all damage to the property of any person, or entity, including without limitation, property belonging to the Board, and for the personal injury or death of any spectator, game participant or any other person including, without limitation any employee of Board resulting from any act or failure to act of the Tenant or the game participants or any agents, servant, contractor, independent contractor, subcontractor, invitee, guest or employee of the Tenant in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. In addition, the Tenant agrees to include the Board, its Board Members, its Superintendent, its agents, servants, employees as additional insureds on any said policy, harmless from any and all such damage to property or bodily injury, personal injury or death. A certificate of paid-up insurance in compliance herewith and in a form satisfactory to the Board shall be presented to the Board one (1) week before the game. The failure to furnish the exact certificate required by this paragraph shall result in the immediate termination of this Agreement and the forfeiture of any non-refundable rental deposit.

The Tenant agrees to hold harmless, defend and indemnify the Board, its Board Members, its Superintendent, its agents, servants and employees, against any and all liability, including attorney fees and expenses, incurred, on account of, or resulting from any claims, demands, causes of action or lawsuits of any kind or nature whatsoever, including but not limited to, claims, demands, causes of action or lawsuits for negligence, wantonness, willfulness, breach of contract, fraud, misrepresentation, refunds of ticket sales, monies owed banks, contractors, independent contractors, subcontractors, workers compensation claims, failure to comply with any applicable local, state or federal regulations, laws or ordinances, or for unpaid taxes and resulting from any act or failure to act of the Game participants or of the Tenant, or any agency, servant, contractor, independent contractors, sub-contractor, guest, invitee or employee of the Tenant or the Board arising from or out of the staging of the Game, or arising from or out of any activity or Game which is incidental to the staging of the Game. This agreement to hold harmless, defend and indemnify, shall survive the termination of this Agreement, and shall apply at any point in the future that a claim, demand, cause of action, or lawsuit is made or asserted.

The Tenant shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through an authorized self-insurance plan approved by the State of Alabama, covering its employees which engage in activities at the Leased Premises, or at any location and engage in activities incidental to the staging of the Game, in amounts equal to or greater than required by Alabama law.

The Tenant agrees to defend, indemnify, and hold harmless for any loss of or damage to Tenant's property for any cause, the Board, its Board Members, its Superintendent, its agents, servants, employees, and they shall not be responsible or liable for any loss or damage sustained to Tenant's property while on the Leased Premises or resulting from Tenant's use or occupancy of the Leased Premises, regardless of the manner in which any such loss or damage is sustained.

13. Termination and Default.

This Agreement shall terminate at the expiration of the occupancy time for the Game, or upon the (bankruptcy)or insolvency of the Tenant, the failure to provide insurance, the failure to secure the proper licenses or permits, the violation of any prohibition of any other paragraph or the failure to pay rent or other amounts when due.

The waiver by the Board of any default, breach. or violation of the terms of this Agreement, or the failure by either to enforce any of the provisions of this Agreement, or any rights under the Agreement, or the failure to exercise any election provided for under the Agreements shall not in any respect limit, prejudice, diminish or constitute a waiver of any other right to otherwise act as allowed by law or this Agreement with respect to that default, breach or violation or of any continuing, prior, contemporaneous, or subsequent default, breach or violation, or to enforce any provisions or rights, or exerciser any elections allowed under this Agreement.

14. Assignment:

This Agreement is not assignable or transferable without the prior written approval of the other Party.

This Agreement and the rights and obligations set forth herein shall inure only to the benefit of, and be binding only upon, the Parties hereto and their respective permitted successors and assigns.

This Agreement shall not be construed as giving any person, other than the Parties hereto and their permitted successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement, it being for the sole and exclusive benefit of the Parties and for the benefit of no other person or entity.

Tenant shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of the Board.

15. Independent Contractor: No Partnership:

The Board and Tenant shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make the Board and Tenant partners of one another, nor shall this Agreement be construed to create anongoing relationship, joint venture or agency between the Parties hereto.

16. **Severability:**

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

17. **Headings:**

The paragraph headings are meant to be descriptive only and are not intended to affect or limit the content of the paragraph, nor are they to be used in interpreting the meaning of the paragraph or of this Agreement, it being intended that they only be used as a means to reference the provisions of this Agreement.

18. **Singular and Plural:**

Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

19. **Counterparts:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement.

20. **Notices:**

Any notice given pursuant to this Agreement shall be in writing and shall be transmitted to the Board or to the Tenant, as the case may be, by email as follows:

Notice to the Board:
Chresal D. Threadgill
Superintendent
[redacted]

With copy to:
Lev Holley
Athletic Director
[redacted]**unty**

Notice to:
Mobile Sports Authority

Executive Director Danny Corte

[redacted]

Notice shall not be complete without confirmation that the email has been delivered to the email address as set out herein.

20. Governing Law:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to otherwise applicable principles of conflicts of law. Venue shall be in the Circuit Court of Mobile County, Alabama.

21. Entire Agreement:

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the Parties hereto.

22. Force Majeure:

Neither the Tenant nor the Board shall be liable to or responsible to the other for any future performance (future performance does not include the payment of monies then owed) prevented by an act of God, an occurrence of nature, pandemic, epidemic, an act of war, or because of a governmental prohibition.

WHEREFORE, the Parties have signed this Agreement on the date above first written.

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

[redacted]

By:_____
CHRESAL D. THREADGILL
As Its: Superintendent

BROTHERS WORKING TOGETHER, LLC

D/B/A GULF COAST CHALLENGE

By: [redacted]

LASHERYL M. DOTCH, ESQ
As Its: Chief Executive Officer

ADDENDUM

As an Addendum to the Facilities Lease Agreement between Brothers Working Together, LLC d/b/a Port City Classic ("Contractor") and the Board of School Commissioners of Mobile County ("Board"), the parties do further agree as follows:

Service	**Cost to Gulf Coast**
Game Day Security	Mobile Police Department (MPD) must be the umbrella agency for security. However, through collaboration with MPD, other entities may be CONSIDERED in addition to MPD but must meet all criteria as outlined by MPD to ensure safety during all events. The final decisions relating to security should be approved by MPD Corporal Kenyada Taylor, security detail supervisor. All officers working the law enforcement detail MUST hold current APOSTC (Alabama Peace Officer Standards and Training Commission) certification. Furthermore, the contracted security "amounts" based on number of officers needed, MUST be approved by MPD detail supervisor.
Metal Detectors	Provided by District-MUST BE OPERATED BY INDIVIDUALS EXPERIENCED OPERATING MACHINES AND AWARE OF PROTOCOL
Tailgate Security	REQUIRED BY GCC PER CONTRACT AND MUST UTILIZE MOBILE POLICE DEPARTMENT AND MUST HOLD APOSTC Certification
Concert 1 Security (5TH QUARTER CONCERT)	(only one concert, 5TH quarter, AND MUST UTILIZE MOBILE POLICE DEPARTMENT)
Restoring Field Logo (Murphy)	**Responsibility of GCC following game to restore the field paint to its original condition.**

The Tenant must enter a separate "contract" for any event not associated on the day of the game.

Gulf Coast Classic Rental Fee: $35,000 (Increased from $30,000)

In the event of a conflict between the provisions of the Agreement and this addendum, the provisions of this addendum shall control.

This the 1st day of August, 2016.

Brothers Working Together, LLC
d/b/a Gulf Cost Challenge

By: LaSharyl Dotch
Name:
Title: Executive Director

Board of School Commissioners of Mobile County

[redacted]

Chresal D. Threadgill, Superintendent

Facility Usage Agreement

El Jefe House of Cigars, LLP
309 S Wilson Ave.
Prichard, AL 36610

The Board of School Commissioners of Mobile County hereby give El Jefe House of Cigars, LLP permission to sale wine, liquor and beer at Ladd-Pebble Stadium located at 1621 Virginia Street, Mobile, AL 36604. El Jefe House of Cigars, LLP will be allowed to sale wine, liquor and beer during the ancillary events of the Port City Classic on the outer perimeter of the stadium on the property of Ladd-Pebble Stadium on September 4th, 2026, between the hours of 8:00am to 10:30pm on the day of the event. El Jefe House of Cigars, LLP will be allowed to sale wine, liquor and beer during the Port City Classic game in the stadium at Ladd-Pebble Stadium on September 5th, 2026, between the hours of 8:00am to 10:30pm on the day of the event. All services and sales will be within the guidelines of the laws of the State of Alabama, the City of Mobile, and the Alabama ABC Board.

Board of School Commissioners
Of Mobile County

[redacted]

Date

Brothers Working Together, LLC
DBA: Port City Classic

El Jefe House of Cigars, LLP

[redacted]

8/4/2026
Date

[redacted]

CITY OF MOBILE

REVENUE DEPARTMENT

August 13, 2026

SPC EVNT - PORT CITY CLASSIC

1621 VIRGINIA STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 130015 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2386804	12/2026	ALCOHOL APPLICATION FEE (LIQUOR & CONSUMABLE HEMP) APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

[redacted]

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

[redacted]

[redacted]

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) LLP ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☑ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☑ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
El Jefe House of Cigars LLP	El Jefe House of Cigars

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1621 Virginia St	Mobile	AL	36604

Business Contact Person Information

Name	Title
JaMonty Jones	Owner

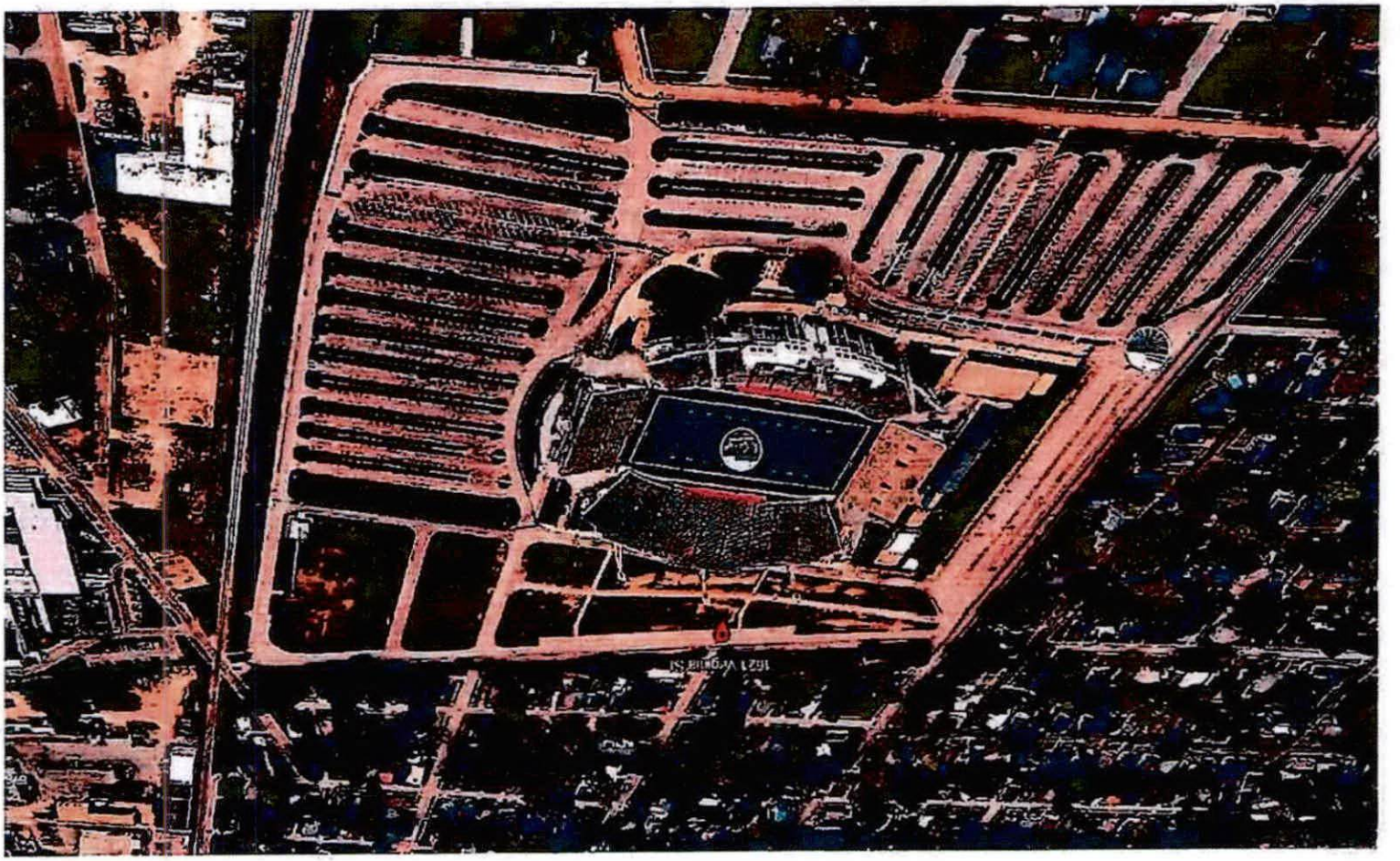
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	[illegible]	[illegible]	[illegible]
12000	1400	500+	Yes	B-3	Yes

Comments

Ladd Stadium

Print Name	Signature	Date
Tiffany Green	Tiffany Green	08/17/2026



R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail – More than 30 Days License
Submitted by:	Sweet Dreams, LLC
Location:	Sweet Dreams Haunted Attraction 811 Saint Francis Street Mobile, AL 36602

Adopted:

_____

City Clerk

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/03/2026	NEW APPLICATION	2026 - 5810	122704	2	August 25, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

SWEET DREAMS LLC

Trade Name (DBA)

SWEET DREAMS HAUNTED ATTRACTION

Location Address

811 SAINT FRANCIS ST

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

[redacted]

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
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CITY CLERK
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Trade Name (DBA)

SWEET DREAMS HAUNTED ATTRACTION

Location Address

811 SAINT FRANCIS ST

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

[redacted]

Good morning, Lana,

Attached is the above-referenced Liquor License packet for the August 25 City Council meeting.

Please note that the request should be **denied pending approval of a Special Exception**. The applicant indicates a seating capacity of 576 persons, and operation of an entertainment facility with an occupancy of more than 100 persons requires approval of a Special Exception by the Board of Zoning Adjustment.

I have also attached the signed conditions sheet from the 2022 renovation approval, which indicates that the then-property owner and/or permit holder understood that operations with an occupancy exceeding 100 persons would require Planning Approval. With the implementation of the Unified Development Code in 2023, this requirement was changed to Special Exception approval.

Although Zoning staff signed the initial Planning & Zoning Department Approval form, that form is intended to determine whether the proposed use and associated parking comply with the requirements of the underlying zoning district. It does not address or provide information regarding the proposed occupancy.

Please let me know if you have any additional questions.

Thank You,
Logan Anderson

[redacted]

[redacted]

Permit number: **BLDC-83283-2021**
Permit Address: **811 St Francis St**
Date: **01/18/2022**

The attached permit is approved by **PLANNING** subject to the following conditions:

1. **Occupancy load is NOT to exceed 100 persons without Planning Approval.**
2. If a live oak tree is proposed for removal, a separate Tree Trimming / Tree Removal permit is required in accordance with Section 64-4.H.4. of the Zoning Ordinance.
3. The trimming or removal of any tree planted for tree/landscape compliance (previously or proposed), or claimed for credit for tree/landscape compliance, requires a Tree Trimming / Tree Removal permit.
4. An As-Built site plan and tree/landscape plan is required if changes are made to the approved site layout plan, tree location, or tree species. The As-Builts should be submitted to Permitting for review by Planning prior to any final site inspection requests. This As-Built requirement is separate from any similar requirement for compliance with Engineering Department regulations.
5. Any signage proposed for the development must be separately permitted through the sign permitting process in Planning & Zoning.
6. Any fences or walls built on the property must be separately permitted, and must comply with Section 64-4.D.6. of the Zoning Ordinance.

I am the permit holder for Permit Number **BLDC-83283-2021** and agree to comply with the above referenced conditions.

Print Name: [redacted]

Signature: [redacted]

Date: [redacted]

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **August 12, 2026**

Re: **Application # 5810 / 811 St. Francis St.**

Attached is a land use and zoning vicinity map for the above-referenced application.

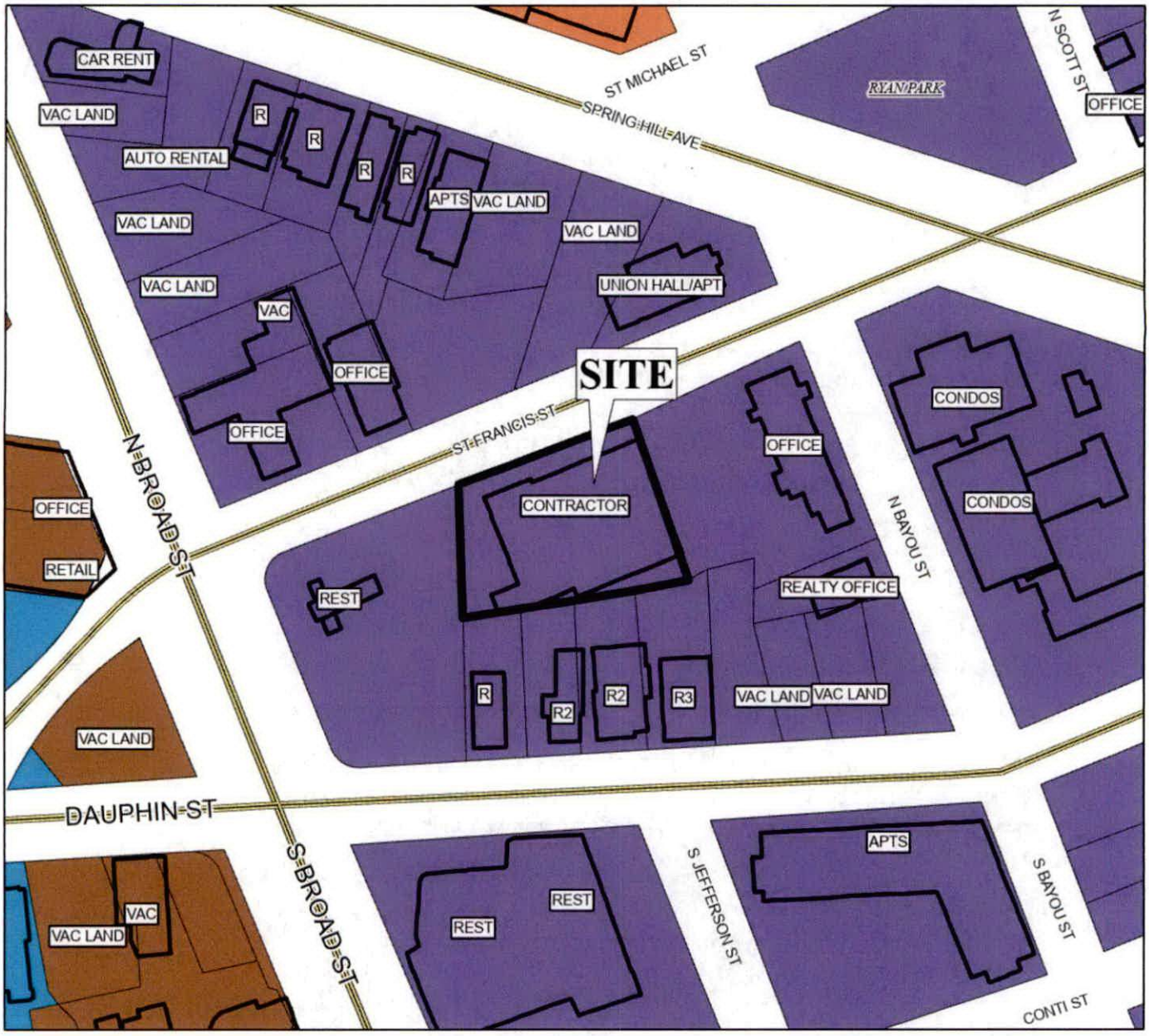
The subject property is zoned T-5.1. This is to advise that an entertainment facility with associated special retail sales and an occupancy load greater than 100 persons requires Special Exception approval from the Board of Zoning Adjustment. As such, the application should be denied pending an approved Special Exception.

The site is located within the Downtown Development District, where properties zoned T-5.1 are exempt from parking requirements.

The property is within Council District #2, represented by Councilmember Samantha Ingram.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5810 DATE 8/25/2026

APPLICANT SWEET DREAMS LLC

LOCATION 811 ST FRANCIS ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/03/2026	NEW APPLICATION	2026 - 5810	122704	2	August 25, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
SWEET DREAMS LLC	SWEET DREAMS HAUNTED ATTRACTION

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	04/30/2019	573880	AL	BALDWIN

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
83-4409803	RO10555477		

Physical Address (Street Address, Suite #)	City	State	Zip Code
811 SAINT FRANCIS ST	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
	N/A

Contact Person Information

Name	Title	POA	Phone	Email
RONALD JORDAN 11	MEMBER			

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions
160 - SPECIAL RETAIL - MORE THAN 30 DAYS		

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
RONNIE JORDAN		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
15,000	576	YES	YES	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials [redacted]

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
JORDAN RONALD ALTON	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
JORDAN KATELYN REBECCA	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be [redacted]

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

SWEET DREAMS LLC

dba SWEET DREAMS HAUNTED ATTRACTION

has made application to the City Council of the City of Mobile for a

160 - SPECIAL RETAIL - MORE THAN 30 DAYS and

for the premises located at

811 SAINT FRANCIS ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on August 25, 2026 for application number 2026 - 5810

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Ronald A Jackson II
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

RAS The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

RAS The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

RAS The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

RAS The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

RAS Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

RAS In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RAS Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

[redacted]

Date of Application Signature

8-10-26

Title of Person Signing this Application

OWNER

Sworn to and subscribed before me this 10th day of August 20 26

Notary Person Printed Name

Tara Lynn Harris

Notary Person Signature

[redacted]

My Notary Commission Expires

February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/03/2026	NEW APPLICATION	2026 - 5810	122704	2	August 25, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

SWEET DREAMS LLC

Trade Name (DBA)

SWEET DREAMS HAUNTED ATTRACTION

Location Address

811 SAINT FRANCIS ST

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
RONALD JORDAN 11	MEMBER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 10/01/2022

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

SWEET DREAMS LLC

Trade Name (DBA)

SWEET DREAMS HAUNTED ATTRACTION

Location Address

811 SAINT FRANCIS ST

Zip Code

36602

Application Number

2026 - 5810

Notice Post Date @ Location

08/03/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 25, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

[redacted]

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260728093719854

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Trade Name: SWEET DREAMS HAUNTED ATTRACTION **Filing Fee:** $50.00

Applicant: SWEET DREAMS LLC **Transfer Fee:**

Location Address: 811 SAINT FRANCIS ST MOBILE, AL 36602

Mailing Address: 25225 CRICKET CRK ROBERTSDALE, AL 36567

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 573 880

Do you sell Draft Beer?: N/A

Date Incorporated: 04/30/2019 **State incorporated:** AL **County Incorporated:** BALDWIN

Date of Authority: 04/30/2019

Federal Tax ID: 83-4409803 **Alabama State Sales Tax ID:** R010555477

Name:	Title:	Date and Place of Birth:	Residence Address:
RONALD ALTON JORDAN II	MEMBER		
KATELYN REBECCA JORDAN	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260728093719854

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person:
Business Phone:
Fax:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260728093719854

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person	DAN II	**H**	
Business Phone		**C**	
Fax:		**E**	

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260728093719854

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: ST FRANCIS DEPOT LLC 251-510-9176

What is lessors primary business? LAWYER

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 15000

Display Square Footage:

Building seating capacity: 576

Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260728093719854

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260728093719854

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: ENTRANCE AND EXITS WILL BE CONTROLLED. BEER,WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260728093719854

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Notary Name (print):

Signature of Applicant:

Notary Signature:

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260728093719854

Initial each — **Signature page**

Initial each	
RAJ	In reference to law violations, I attest to the truthfulness of the responses given within the application.
RAJ	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
RAJ	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
RAJ	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
RAJ	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
RAJ	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
RAJ	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ronald A Jordan II Notary Name (print): Alexandria C. Taylor

Signature of Applica [redacted]

Commission expires: 08-20-2029

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

[redacted]

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Registered Agent Change filed on behalf of Sweet Dreams llc, as received and filed in the Office of the Secretary of State on 08/02/2022.

[redacted]

20260427000017296

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/27/2026

Date [redacted]

Wes Allen Secretary of State

STATE OF ALABAMA

CHANGE BY CURRENT AGENT to ALTER AGENT'S NAME and/or CHANGE REGISTERED OFFICE ADDRESS

PURPOSE: To change a registered agent's legal name, office address, and/or mailing address by delivering to the Secretary of State for filing a Change by Current Agent to Alter Agent's Name and/or Change Registered Office Address form in accordance with 10A-1-5.33. Multiple entity identification (ID) numbers and corresponding names may be listed on one form for one fee. **This form is NOT to change the current agent on record.**

INSTRUCTIONS: **Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:**

***Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.**

*Include a check, money order, or credit card payment for the $100.00 processing fee.

*You may email the filing to miscellaneous.filings@sos.alabama.gov

*Your filing will not be indexed if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed or the request will be rejected without review.

1. Alabama Entity ID Number (Format: 000-000-000): 000 - 573 - 880 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov, click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

2. The name of the entity as registered with the Secretary of State of Alabama:

   SWEET DREAMS LLC

   OR

   ☐ Multiple entities are involved in this change.

   A list of the Alabama Entity ID Numbers and registered entity names must be attached.

3. Registered Agent's current name (must be completed): KATELYN JORDAN

   CHANGE Registered Agent's name to (cannot be a different person): _____

   *Include proof of name change (license, marriage certificate, etc.)

This form was prepared by: (type name and full address)

KATELYN JORDAN

RECEIVED DATE

AUG 02 2022

SECRETARY OF STATE
OF ALABAMA

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
000-573-880 DLL
Date 8/02/2022
Time 17:00
220803 2 Pg

File $100.00
County $.00
Total $100.00
06/012

CHANGE BY AGENT OF AGENT NAME
and/or REGISTERED OFFICE ADDRESS

4. Registered office's current street address (No PO Boxes) in Alabama (must be completed):

Mailing address in Alabama (if different from Street Address):

CHANGE Registered office street address (No PO Boxes) in Alabama to:

Mailing address in Alabama (if different from street address):

The execution of this filing instrument constitutes an affirmation by each person executing the instrument that the facts therein are true, under penalties for perjury prescribed by Section 13A-10-103 or its successors.

I, the undersigned, certify that written notice of this change was given to the entity named and identified entity identification number(s) in this change form at least 10 days before the date this change form was filed with the Office of the Secretary of State of Alabama.

08 / 01 / 2022
Date (MM/DD/YYYY)

KATELYN JORDAN
Typed name of agent authorizing change [10A-1-5.33]

[redacted]

ORGANIZER
Typed name and title of authorized agent [10A-1-5.33(b)]

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Amendment filed on behalf of Sweet Dreams llc, as received and filed in the Office of the Secretary of State on 05/22/2019.

[redacted]

20260427000017296

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/27/2026

Date

[redacted]

Wes Allen Secretary of State

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/16/2019 3:07 PM
TOTAL $ 35.00
4 Pages

1760269

PARTNERSHIP AMENDMENT AGREEMENT

THIS PARTNERSHIP AMENDMENT AGREEMENT (the "Amendment") made and entered into this 10 day of May, 2019 (the "Execution Date"),

BETWEEN:

Katelyn Jordan of 502 E Broadway, Summerdale AL 36580, and
Ronald Alton Jordan of 502 E Broadway, Summerdale, AL 37580
(individually the "Partner" and collectively the "Partners").

BACKGROUND:

A. The parties to this Amendment are the Partners in a general partnership agreement (the "Partnership Agreement") formed on 15th day of April, 2019.

B. The Partners desire to amend the current Partnership Agreement to reflect a new understanding.

C. This is the first amendment to the Partnership Agreement.

D. The partnership that forms the subject of this Amendment is called Sweet Dreams Haunted Attraction llc of 502 E Broadway, Summerdale AL 36580. It was formed for the purpose of: Special Events.

IN CONSIDERATION OF and as a condition of the Partners entering into this Amendment and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Amendment agree as follows:

Amendment 573-880

1. Change name from Sweet Dreams Haunted Attraction llc to Sweet Dreams llc.

Governing Law

2. The Partnership Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

Alabama
Sec. Of State
Entity Change DLL
573-880 5/22/2019
Date Time 11:52
190522 5 pg
File $50.00
Ackn $.00
Exp $.00
Total $50.00
07/01/19

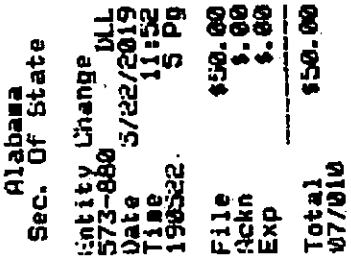
RECEIVED DATE
MAY 22 2019
SECRETARY OF STATE
OF ALABAMA

Reaffirmation

3. The Partnership Agreement in its original and amended form will remain in full force and effect except as expressly modified by this Amendment.

Execution

4. On and after the execution date of this Amendment, any reference in the original Partnership Agreement to "the Agreement" or any words of similar meaning will refer to the original Partnership Agreement as amended by this Amendment.



Miscellaneous

5. Time is of the essence in this Amendment.

6. This Amendment may be executed in counterpart.

7. This Amendment will not be assigned either in whole or in part by any party to this Amendment without the written consent of the other party.

8. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Amendment. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

9. This Amendment and the terms and conditions contained in this Amendment apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.

10. If any term, covenant, condition or provision of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Amendment will in no way be affected, impaired or invalidated as a result.

11. All negotiations and understandings intended to be included in this Amendment have been included in this final written Amendment. Statements or representations which may have been made by any party to this Amendment in the negotiation stages of this Amendment may in some

way be inconsistent with this final written Amendment. All such statements are declared to be of no value in this Amendment. Only the written terms contained in this final written Amendment will bind the parties.

12. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Amendment or as the parties may later designate in writing.

13. All of the rights, remedies and benefits provided by this Amendment will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 16 day of May, 2019.



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John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

SWEET DREAMS EVENTS LLC.

This name reservation is for the exclusive use of KATELYN JORDAN, 502 E BROADWAY ST, SUMMERDALE, AL 36580 for a period of one year beginning May 16, 2019 and expiring May 16, 2020

Alabama
Sec. Of State
Entity Change DLL
573-080 5/22/2019
Date 11:52
Time 5 Pg
190522
File $50.00
Advn $.00
Exp $.00
Total $50.00
07/010

[redacted]

RES840452

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

May 16, 2019

Date

[redacted]

John H. Merrill **Secretary of State**



State of Alabama, Baldwin County
Judge of Probate in and for said state and county, hereby certify that



Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Sweet Dreams llc, as received and filed in the Office of the Secretary of State on 04/30/2019.

[redacted]

20260427000017296

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/27/2026

Date [redacted]

Wes Allen Secretary of State

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/22/2019 11:38 AM
TOTAL $ 60.00
3 Pages

1755140

(For County Probate Office Use Only)

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** for standard filing (based on date of receipt and volume) **or $200.00 for expedited service** (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
   Sweet Dreams Haunted Attraction LLC.

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Katelyn Jordan

RECEIVED DATE
APR 30 2019
SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

New Entity
573-880 DLL
Date 4/30/2019
Time 17:00
190501 4 Pg

File $100.00
Ackn $.00
Exp $.00

Total $100.00
01/001

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Katelyn Jordan

Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 04/ 15 /2019 as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 2:00 ○AM or ⊙PM. (cannot be noon or midnight – 12:00)

☑ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

04/ 15 /2019
Date (MM/DD/YYYY)

[redacted]

Katelyn Jordan
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Sweet dreams haunted attraction llc.

This name reservation is for the exclusive use of Katelyn jordan, 502 e broadway ave, Summerdale, AL 36580 for a period of one year beginning April 15, 2019 and expiring April 15, 2020

[redacted]

RES836464

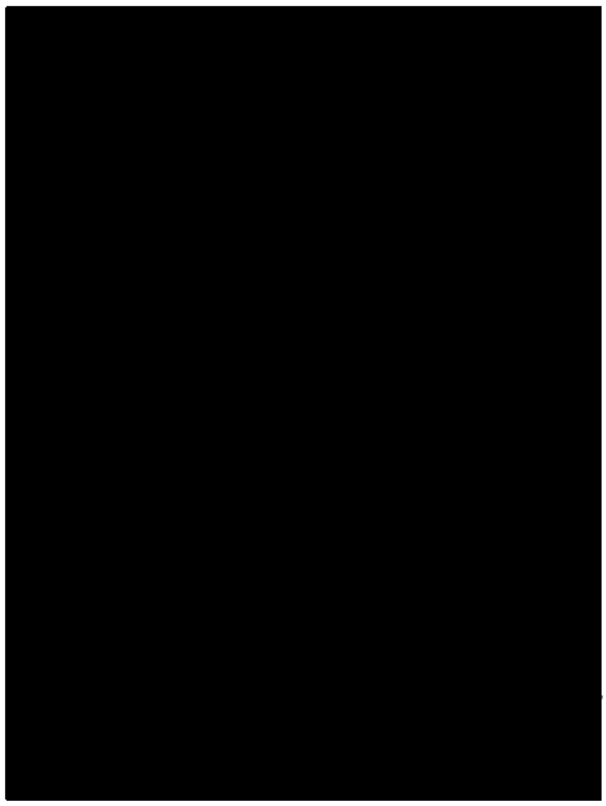
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

April 15, 2019

Date

[redacted]

John H. Merrill **Secretary of State**



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: **83-4409803**

Legal Name: **SWEET DREAMS HAUNTED ATTRACTION LLC**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regardin EIN.

CLICK HERE for Your EIN Confirmation Letter

Help with saving and printing your letter

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Continue >>

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IRS PIN

COPY

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE is made effective as of the 14th day of June, 2021 (the "Effective Date"), by and between **ST. FRANCIS DEPOT, LLC**, an Alabama limited liability company ("Lessor") and **SWEET DREAMS** llc, an Alabama limited liability company ("Lessee").

WITNESSETH:

That Lessor for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, demises and leases to the Lessee, and the Lessee does hereby take, accept and rent from the Lessor, the premises hereinafter described for the period, at the rental and upon the terms and conditions hereinafter set forth:

1. DESCRIPTION — The Lessor does hereby demise and let unto the Lessee the following described real property in Mobile, Mobile County, Alabama, to wit: 811 St. Francis Street, Mobile, Alabama, comprising 11,334 +/- square feet in the building located thereon ("Building"), as described and depicted on **Exhibit "A"** attached hereto, together with all rights, easements and appurtenances belonging or appertaining to the land and non-exclusive use of the parking areas as set forth herein (the "Premises"). Lessor and Lessee hereby accept the aforesaid estimate of square footage of the Premises for all purposes under this lease and further acknowledge and agree that the Monthly Rent hereunder shall be based upon such estimate regardless of the actual square footage of the Premises.

2. TERM — (a) The initial term of this lease (the "Initial Term", and together with any Extension Periods exercised by Lessee pursuant to Section 2(b) below, collectively, the "Term") shall commence on August 1, 2021 (the "Commencement Date"), and expire at 11:59 PM on December 1, 2027.

(b) Lessee shall have the right and option (the "Option") to extend the Term for one (1) additional term of three (3) years (the "Extension Period"). Lessee shall provide notice of its exercise of the Option hereunder by written notice to Lessor no later than one hundred twenty (120) days prior to the end of the Initial Term (the "Extension Option Notice"). The Extension Period shall be on all of the same terms and conditions as set out in this lease, except that Monthly Rent payable during the Extension Period shall be adjusted in accordance with Section 3.

3. RENT — Commencing on the Commencement Date, Lessee shall pay Lessor monthly base rent ("Monthly Rent") as follows:

(a) For the 12 month period from August 1, 2021 through July 31, 2022, Three Thousand Seven Hundred Fifty and No/100 Dollars ($3,750.00) per month;

(b) For the 36 month period from August 1, 2022 through July 31, 2025, Six Thousand Two Hundred Thirteen and No/100 Dollars ($6,213.00) per month;

(c) For the 12 month period from August 1, 2025 through July 31, 2026, Six Thousand Seven Hundred Ten and No/100 Dollars ($6,710.00) per month;

(d) For the 17 month period from August 1, 2026 through December 31, 2027, Six Thousand Eight Hundred Forty Four and No/100 Dollars ($6,844.00) per month.

In the event the Option is exercised,

(e) For the 36 month period from January 1, 2028 through December 31, 2030, Seven Thousand Eighty Five and No/100 Dollars ($7,085.00) per month.

For the purposes of this lease, the term "Lease Year" shall mean and be defined as each twelve (12) month period commencing on the Commencement Date; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the first Lease Year shall include the period from the Commencement Date to the first day of the next following calendar month after the Commencement Date and shall extend through the end of the twelfth (12th) full calendar month following the Commencement Date. Payments of Monthly Rent for any fractional calendar month shall be prorated.

Each Monthly Rent payment shall be made on the first (1st) day of each month of the Term, at P.O. Box 2767, Mobile, Alabama 36652, or such other address specified by Lessor in writing.

3. SECURITY

Lessee has deposited with Lessor the sum of Five Thousand and No/100 ($5,000.00) Dollars as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any terms, provisions and conditions of the lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

4. LATE CHARGE

In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of $225.00 for each rental installment which is delinquent for ten (10) days or more.

5. POSSESSION

The Lessor covenants that the Lessee on paying the fixed minimum rent, and additional rent reserved, if any ("rents"), and performing all the covenants and agreements herein contained shall peacefully and quietly have, hold and enjoy the Premises, subject to the terms of Section 5.1, for use and occupancy as a haunted attraction event space and for no other different use or purpose unless approved by Lessor, in Lessor's sole discretion.

5.1 ACCESS TO ADJACENT SPACE

Lessor and any tenant/occupant of the approximate 2,455 +/- square feet space depicted on Exhibit "A" attached hereto (the "Adjacent Space") shall have unrestricted access to the Adjacent Space through the approximate 758 +/- square feet of office and bathroom space depicted on Exhibit "A" attached hereto (the "Office Space") and through the rear access door to the Adjacent Space, load dock and rear corridor area. Lessor and/or any tenant occupant of the Adjacent Space shall also have access to the bathroom facilities located in the Office Space. In addition, in the event the Lessor or any tenant/occupant of the Adjacent Space wishes to remove existing shelving or to install additional shelving in the Adjacent Space, Lessee shall provide access to the Adjacent Space for such removal or installation through the existing roll up door on the east wall of the Adjacent Space. Lessor and any tenant/occupant shall have and retain all necessary security/alarm codes and keys to the Office Space from the front entrance door on St. Francis Street for purposes of maintaining unrestricted access to the Adjacent Space. Lessee shall separately key the rear door leading from the Office Space to the Adjacent Space as part of Lessee's Work and provide the access key to such rear door to Lessor. Lessee shall not be permitted access to the Adjacent Space without Lessor's prior written consent. In addition, for security purposes and to the extent permitted, Lessee will provide port-o-lets

or similar facilities for use by the public in lieu of providing public access to the Office Space bathroom facilities (if bathroom facilities are required to be provided to the public in connection with Lessee's operations).

6. AGENCY AND COMMISSIONS

Lessor will pay any commission due to Milling Commercial Realty, Inc. under separate agreement.

7. ALTERATIONS

Lessee will make no alterations in or to the Premises and will not paint any part of the improvements thereon without the written consent of the Lessor, except as otherwise herein provided, and in no event shall Lessee paint sprinkler heads, if sprinkler system exists on the Premises.

8. ADDITIONAL LESSEE'S DUTIES

Lessee will replace all plate and other glass, if and when broken; and will replace all keys lost or broken, and will pay all bills for sewer, water (including fire line), power, light and gas used on the Premises and shall pay Lessee's Pro Rata Share (as defined in Section 34) of common area maintenance and expense (including without limitation pest control, landscaping, sprinkler system, and security/fire alarm systems, periodic systems maintenance, repair and any annual inspection fees), and any other utilities not separately metered.

Lessee acknowledges power and water/sewer service to the building is not separately metered, and the co-tenant's historic usage of the Adjacent Space for file storage has not resulted in excess service charges over the base monthly utility charge. As such, for so long the co-tenant's usage of the Adjacent Space does not result in charges in excess of the base monthly utility charge, the Lessor's (or co-tenant's) share of the expense of such utilities shall be limited to its pro rata share (17.80%) of the base monthly amounts for such utilities, with Lessee being responsible for the balance. In the event Lessor's (co-tenant's) usage of the Adjacent Space contributes to any increase in such utility charges over the base charge for any month, Lessor shall be responsible for an equitable share of such excess charges based on Lessor's (or co-tenant's) usage for the applicable period. In addition, Lessor reserves the right at any time to require that the power, water/sewer, security/fire alarm, pest control and/or other service accounts for the building be transferred to the Lessee's name, in which event Lessee shall be responsible for payment of the monthly charges for such service, and Lessor shall reimburse Lessee for Lessor's (or co-tenant's) pro rata share of the expense of such utilities or services (limited to its pro rata share (17.80%) of the base monthly charge, unless Lessor's (co-tenant's) usage of the Adjacent Space contributes to an increase in such utility charges over the base charge for the month, in which event Lessor shall be responsible for an equitable share of such excess charges based on Lessor's (or co-tenant's) usage for the applicable period). In the event Lessee does not notify Lessor within twenty (20) days following its receipt of the monthly utility invoice that it will seek reimbursement for an amount in excess of Lessor's pro rata share of the base charge, Lessee shall be responsible for the balance.

Lessee shall keep the interior of the Premises, together with all electrical, plumbing (above or below the ground), and other mechanical installations and/or systems therein, and interior ceilings, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two (2) days written notice, and the Lessee will pay the Lessor the costs and expenses thereof upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the Premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash,

garbage and rubbish in closed containers providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises. Lessee shall not place any dumpster on the premises without Lessor's prior written consent, including consent to the proposed location and type of dumpster, which consent may be withheld in Lessor's sole discretion.

9. LESSOR RELEASED

Lessor shall not be liable for any losses or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of heating, air conditioning, other mechanical installations and/or systems electric wiring, pipes, or plumbing, or any of them, nor shall Lessor be liable for any damage to any property on the Premises caused by, or growing out of, fire, rain, lightning, wind, high water, overflow water, freezing or other causes.

10. ORDINANCES AND NUISANCES

Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation in so far as the Premises and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of the Premises, or permit the same to be done, and will take good care of the Premises at all times. Lessee shall not conduct or permit any activity on the Premises, which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

11. OVERLOADING

Lessee will not overload the building, or its floors, roof, walls or elevators and shall be liable for all damages to the Premises or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

12. DEFAULT

Upon the happening of any one or more of the events as expressed below in (a) to (h) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1) annul and terminate this lease, and thereupon re-enter and take possession of the Premises; or (2) re-enter and re-let the Premises from time to time, as agent of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default:

(a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.
(b) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on the Premises, or upon the interest of the Lessee in this lease.
(c) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.
(d) In the event an assignment for the benefit of creditors is made by the Lessee.
(e) In the event of the appointment of a receiver of Lessee's property.
(f) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which same are hereby let, or ceases to use the Premises for the purposes herein specified.

(g) In the event that Lessee shall cause or allow a mechanics and materialmen's lien to accrue against the Premises.

(h) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

13. ACCELERATION

Upon default, breach of condition, or upon the termination of this lease or re-entry upon the Premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of the Premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the Premises shall have been surrendered to or taken by the Lessor.

14. IMPROVEMENTS

All improvements and additions to the Premises shall adhere to the Premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants hereof have been complied with by the Lessee and said Lessee restores the Premises to its original condition, natural wear and tear excepted.

In addition, Lessee shall remove all furniture, trade fixtures or other property installed by Lessee on the Premises as may be requested and required by Lessor to be removed by Lessee upon expiration or earlier termination of this lease. Any such property not so removed by Lessee shall, at Lessor's election, become the property of Lessor upon expiration or earlier termination of this lease without any obligation of payment or otherwise to Lessee.

15. FIRE/WIND AND OTHER CASUALTIES

If the Premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option within sixty (60) days from time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

Should Lessor fail to elect to repair or restore the Premises, Lessee may at Lessee's election, within thirty (30) days from the expiration of said sixty (60) day period, either terminate this lease or elect to repair or restore the Premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore the Premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

16. NOTICES

Except under those circumstances where it is requisite that notice be given to the Lessee at the Premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing.

17. SIGNS

The Lessee shall not display or erect, or cause to be painted on or affixed to, the Premises, any lettering, signs, advertisements, awnings, or other projections thereon, without the written consent of the Lessor first sought and obtained, which will not be unreasonably withheld by Lessor as to signage so long as such signage is in compliance

demands, loss, cost, damage or expense (including attorneys fees) for injuries to any person and damage to or theft or misappropriation or loss of property or other occurrence on or about the building, grounds, any parking areas, driveways, alleys around the building, arising from or relating to the use and occupancy of the demised premises by Lessee, its subtenants, assignees, invitees, employees, contractors and agents, including claims or demands alleging liability based on Lessor's own negligence; and any and all property of said Lessee which may be located or stored in the Premises shall be at the sole risk of said Lessee. Such indemnification shall survive the expiration or other termination of the term of this lease.

24. LIABILITY INSURANCE

Lessee shall at its expense procure and maintain throughout the lease Term the following insurance policies: (i) commercial general liability insurance in amounts of not less than $2,000,000.00 per occurrence, combined single limit, including contractual indemnity coverage, or such other amounts as Lessor may from time to time reasonably require, insuring Lessee, Lessor and Lessor's agents against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the demised premises or operations of Lessee, (ii) casualty insurance, including "all risks" and fire and extended coverage insurance covering the full value of Lessee's leasehold improvements, personal property and other property (including the property of others), located in or on the demised premises, (iii) workman's compensation insurance, containing a waiver of subrogation endorsement reasonably acceptable to Lessor. In addition, Lessee shall secure additional special event liability insurance coverage in an amount not less than $1,000,000.00 during event seasons when the premises are open to the public pursuant to Lessee's operations. If requested in writing, Lessee shall furnish certificates of insurance and such other evidence satisfactory to Lessor of the maintenance of all insurance coverages required hereunder prior to the commencement date, and Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor at least thirty (30) days before cancellation or a material change of any such insurance. All such insurance policies shall name Lessor and its member(s)/manager(s) as additional insured or loss payee and shall be primary and non-contributing to any insurance maintained by Lessor, with waiver of subrogation reasonably acceptable to Lessor.

25. LESSOR'S RIGHTS CUMULATIVE

The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

26. SEVERABILITY

If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

27. HOLDING OVER

Any holding over after the expiration of the term hereof, without the consent of the Lessor, shall be construed to be a tenancy from month-to-month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to One Hundred and Twenty-Five percent (125%) of the monthly rental as specified herein; but nothing in this section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein. If the Lessee continues to remain in the Premises after the expiration

of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of this election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten (10) days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

28. CONDITION

Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. Lessor has made no representation or promise with respect to the condition or suitability of the Premises except as herein expressly set forth.

29. MAINTENANCE

Lessee shall maintain and keep in good repair the improvements and yard area it uses. Lessor shall maintain the roof and exterior walls of the buildings located on the Premises exclusive of glass and doors. However, Lessor shall not be obligated to make any other repairs or do any other work on or about the Premises or to any equipment thereon, and all other repairs and maintenance shall be performed by Lessee. Lessor reserves the right after reasonable notice and at any time to enter upon the Premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about the Premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, and as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by it under this lease, the Lessor may enter the Premises and make such repairs, replacements and undertake such maintenance under the same conditions thereinabove set out, and the cost thereof shall be payable by the Lessee on demand, which said sum shall be secured as additional rent under the terms of this lease.

30. INSPECTION

Lessor reserves the right to visit and inspect the Premises at all reasonable times, and to show the Premises to prospective tenants and Purchasers, and to display "For Sale" signs on the Premises, and during the last six (6) months of this lease to display "For Rent" signs on the Premises.

31. EMINENT DOMAIN

If the whole of the Premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken there under of the Premises, their term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the Premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. The rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of the remaining property.

32. CONDEMNATION

In the event the improvements on the Premises are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty (30) days of the date of the receipt of the order of

condemnation from the Public Authority, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the Premises or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in the event the options or elections hereinabove provided for shall be exercisable in the manner above provided, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty (30) days after receipt of same.

33. SAFETY

If any Public Authority requires structural or other repairs or changes to the Premises here demised, (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all or any of which are required by virtue of the Lessee's use of the Premises, then such changes, repairs or additions, shall be promptly made after notice thereof solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes or additions, at the Lessee's cost and expense and such sums so expanded shall be payable on demand and be secured as additional rent hereunder.

34. TAXES AND INSURANCE

In addition to all other rents due hereunder, Lessee shall pay its pro rata share of any increase in Taxes or Insurance (as defined below) on the demised premises which become effective after Effective Date. Lessee's pro rata share of the increase shall be determined by applying to the increased amount of Taxes or Insurance a fraction the numerator of which shall be the number of square feet of space in the leased premises (11,334 +/- square feet) and the denominator of which shall be the total square footage of building (13,799 +/- square feet); or 82.20% ("Lessee's Pro Rata Share"). Lessee and Lessor hereby accept the aforesaid square footage calculations for purposes of calculating Lessee's pro rata share of expenses under this lease. All taxes and charges levied or assessed against, upon or with respect to the premises for the first and last years of this lease shall be prorated between the parties in accordance with the term of this lease. The term "Taxes" shall mean all taxes and assessments (including without limitation any building and improvement district assessment) and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the building (or its operation) or other grounds, personal property, equipment, furniture or fixtures, excluding, however, federal and state taxes on income (collectively, "Taxes"). The Lessee will pay all taxes and assessments on equipment and property owned by Lessee during the entire lease term. The term "Insurance" shall mean any insurance and endorsements or insurance related expense applicable to the premises and Lessor's personal property used in connection therewith, including without limitation, the premiums for public liability coverage, fire and extended coverage, and rental loss coverage.

35. ADJOINING PROPERTY

Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure, which may exist or be erected adjacent to the Premises shall in no way affect this lease, or impose any liability on Lessor.

36. SUCCESSORS IN INTEREST

Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, or personal representatives" as fully as if said quoted words were inserted

after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of this lease, or subleasing of the Premises except on the conditions here imposed.

37. MORTGAGE

This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates itself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the Premises shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

38. "LESSEE" DEFINED

The word "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations, other entities, or any combination thereof.

39. ARBITRATION

Wheresoever herein provision has been made for the abatement of rent or the equitable adjustment thereof as in case of damage by fire or other causes, eminent domain or condemnation, it is agreed and understood that in the event the Lessor and the Lessee should fail to agree as to the amount of such adjustment or the duration of time that such adjustment shall apply, that the matter in dispute at the election of either party shall be arbitrated in Mobile, Alabama by one (1) arbitrator. The arbitrator shall be a resident of Mobile County, shall hold a commercial real estate broker's license, and shall be selected by Milling Commercial Realty, Inc. Any costs incurred in securing arbitration shall be borne equally by and between Lessor and Lessee.

40. RIDERS

All riders attached hereto are by reference made a part hereof and any terms of renditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

41. CAPTIONS

The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

42. LIMITATION OF LIABILITY

Lessee agrees that there shall be absolutely no personal liability on the part of the Lessor with respect to any of the terms, covenants and conditions of this Lease. Lessee shall look solely to the interest of the Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach of the Lessor, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Lessor.

43. ENTIRE AGREEMENT

This lease contains the entire and only agreement between the parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Lessee and Lessor.

44. ENVIRONMENTAL INDEMNIFICATION BY LESSEE

Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or

recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacturer, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises, which existed prior to the date of the execution of this lease.

45. ASSIGNMENT/ SUB-LEASING

Each and every transfer, sublease or assignment of this lease by the Lessee or any interest herein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, in Lessor's sole discretion. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder. In the event Lessor consents to any transfer, sublease or assignment of this lease by the Lessee or any interest herein, Lessor shall be entitled to any consideration or renumeration received by or due to Lessee in exchange for such transfer, assignment or sublease, including, without limitation, the amount of any rent due from any sublessee in excess of the Monthly Rent due hereunder. Lessor may sell, transfer, assign or convey all or any part of its interest in the premises and the lease and, in the event Lessor assigns its interest in this lease, Lessor shall be released from any further obligation and liabilities hereunder, as long as the assignee becomes fully liable for the lessor's obligations hereunder.

46. RECORDING

Lessee shall not record or permit to be recorded in the official records of the county where the premises are located the lease or any memorandum of lease or other document giving notice of the existence of the lease.

47. AUTHORITY.

Those executing this lease on behalf of Lessee and Lessor hereby represents and warrants that (i) they are duly authorized and empowered to execute the lease, (ii) they have full right and authority to enter into this lease, and (iii) upon full execution, this lease constitutes a valid and binding obligation of the parties.

48. ESTOPPEL

Lessee shall from time to time, within fifteen (15) days after request by Lessor and without charge, give a Tenant Estoppel Certificate to any person, firm or corporation specified by Lessor evidencing whether or not (i) this lease is in full force and effect; (ii) this lease has been amended in any way; (iii) there are any existing defaults on the part of Lessor hereunder, to the knowledge of Lessee, and specifying the nature of such defaults, if any; (iv) the date to which rent and other amounts due hereunder, if any, have been paid; and (v) such other matters as may reasonably be requested by Lessor.

49. GUARANTY

The Lessee's obligations hereunder are personally guaranteed by Ronald A. Jordan, II and Katelyn Jordan, pursuant to separate Guaranty Agreement.

50. EXECUTION

This lease may be executed by hand-signatures or using DocuSign or any similar signature technology and may be executed in counterparts, each of which will for all purposes constitute one agreement, binding on all parties. Such signatures may be transmitted by electronic transmission (e.g. facsimile, email, etc.), any

with and permitted by applicable ordinances and regulations. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require. Lessee shall be responsible for all costs associated with such signage.

18. SURRENDER

At the expiration of the tenancy herein created, Lessee shall surrender the Premises in the same condition of cleanliness, repair and sightliness as the Premises were in as of the commencement of this lease unless meanwhile repaired or improved, in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination locks, safes and vaults, if any, in the Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

19. ATTORNEY'S FEE

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of this Lessee, located upon the Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

20. WAIVER OF EXEMPTIONS

In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and cost that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

21. EASEMENTS

No representation on the part of the Lessor, is herein contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the Premises, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of the County in which the Premises are located, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee. Lessor reserves the right to change the location of improvements, parking spaces, parking entrances and access to the Premises.

22. RULES AND REGULATIONS

Lessee agrees that at all times during the term of this lease it shall comply with all further rules and regulations for the use and occupancy of the building as Lessor may from time to time reasonably promulgate and distribute, in writing, to Lessee, provided that such rules and regulations will not prohibit Lessee from Lessee's intended use of the premises as a haunted attraction event space. Lessor reserves the right to eject any person from the building whose conduct may tend to be harmful to the safety and interests of the tenants and the property therein; all of the foregoing to be without liability to Lessee.

23. INDEMNITY

The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and action of any kind of nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein against and from any and all claims,

such electronic transmission of the signatures shall be deemed to constitute originals, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

51. LESSEE'S WORK Lessor hereby approves the scope of work with the respect to the Premises set forth on Exhibit "B" hereto (the "Lessee's Work"). Lessee shall be responsible for completion of Lessee's Work no later than October 11, 2022. Lessee will keep the Premises at all times during the terms hereof free of mechanic's liens and other liens of like nature (other than liens created or claimed by reason of any work done by or at the instance of Lessor) and all times fully protect and indemnify Lessor against all such liens or claims which may ripen into such liens.

52. PARKING Lessee shall have the non-exclusive use of the parking areas on the North side of the building and lot located on the North side of St. Francis Street, depicted on Exhibit "C" hereto, subject to (and to the extent permitted under) all laws and regulations applicable thereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents by affixing hereunto their respective hands and seals effective as of the day and date first above set forth.

LESSOR: **ST. FRANCIS DEPOT, LLC, an Alabama limited liability company**

[redacted]

LESSEE: **SWEET DREAMS llc, an Alabama limited liability company**

[redacted]

LESSEE'S NOTICE ADDRESS:

[redacted]

[redacted]

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Reven[redacted]or this should be included on your deed and/or lease paperwork

Lot A and B, 811 Page St. Francis Subdivision, according to the plat recorded in Map Book 137, Page 44, of the records in the Office of the Judge of Probate, Mobile County, Alabama

Ownership Type	Company Name
☐ Owned ☑ Leased	Sweet Dreams LLC

The above described property is ☐ Owned ☑ Leased to/by **Sweet Dreams LLC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 4th day of August 20 26

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
[redacted]		8-8-2027

[redacted]

Applicant Name (Print Name)

St. Francis Depot, LLC

Ronald A Jordan II

Owner of Property (Signature)

[redacted]

[redacted]

City, State, Zip

8/4/2026

Date Agreement Signed

Revision Date 10.23.2023

| Application Property Ownership

[redacted]

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☑ Lounge/Bar ☐ Package Store ☐ Restaurant ☑ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☑ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Swet Dreams Llc	Sweet Dreams Haunted Attraction

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
811 Saint Francis St.	Mobile	Al	36602

Business Contact Person Information

Name	Title	Phone	Email
Ronnie Jordan	Owner	251 600 9004	rjrc1787@gmail.com

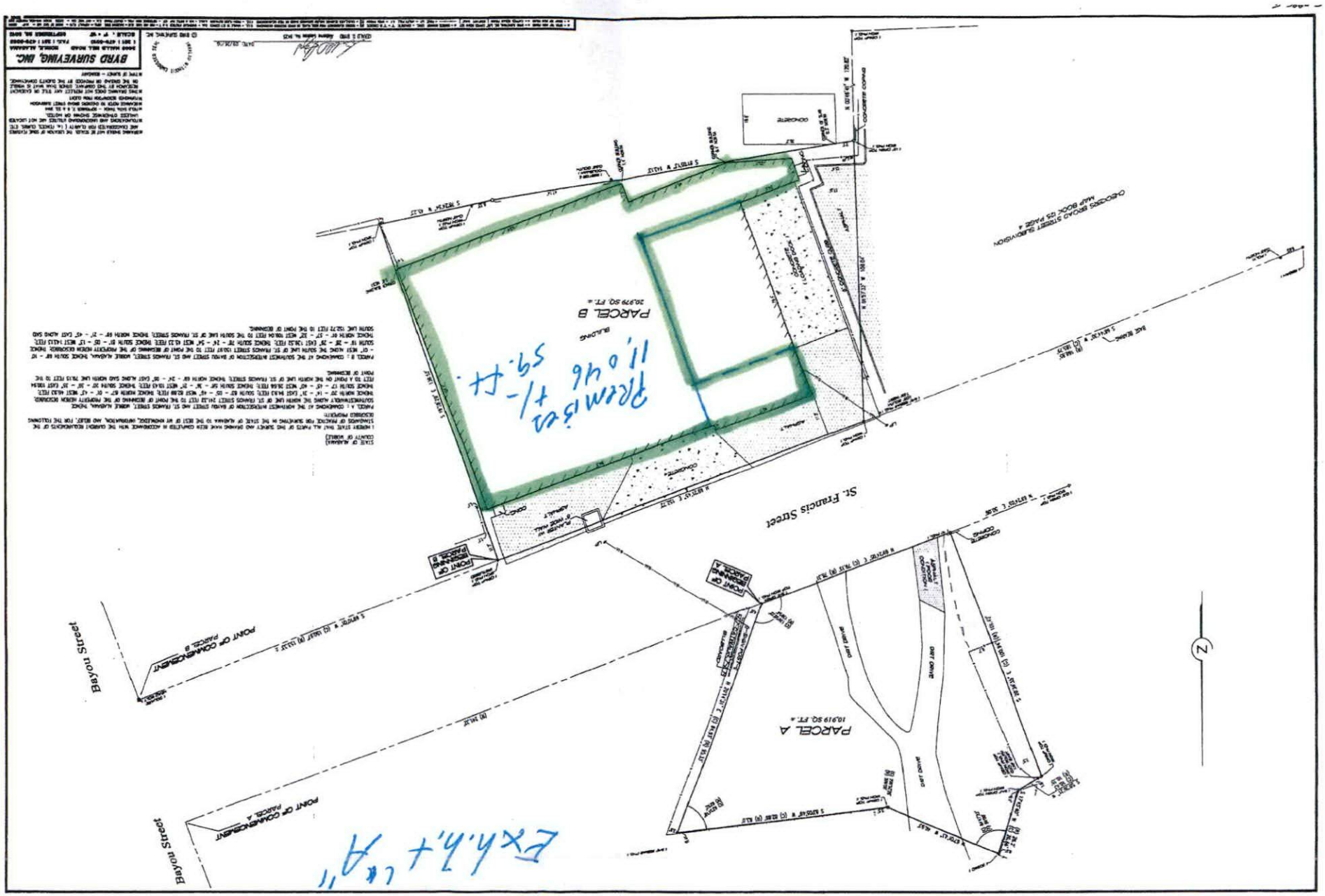
URBAN DEVELOPMENT DEPARTMENT USE ONLY

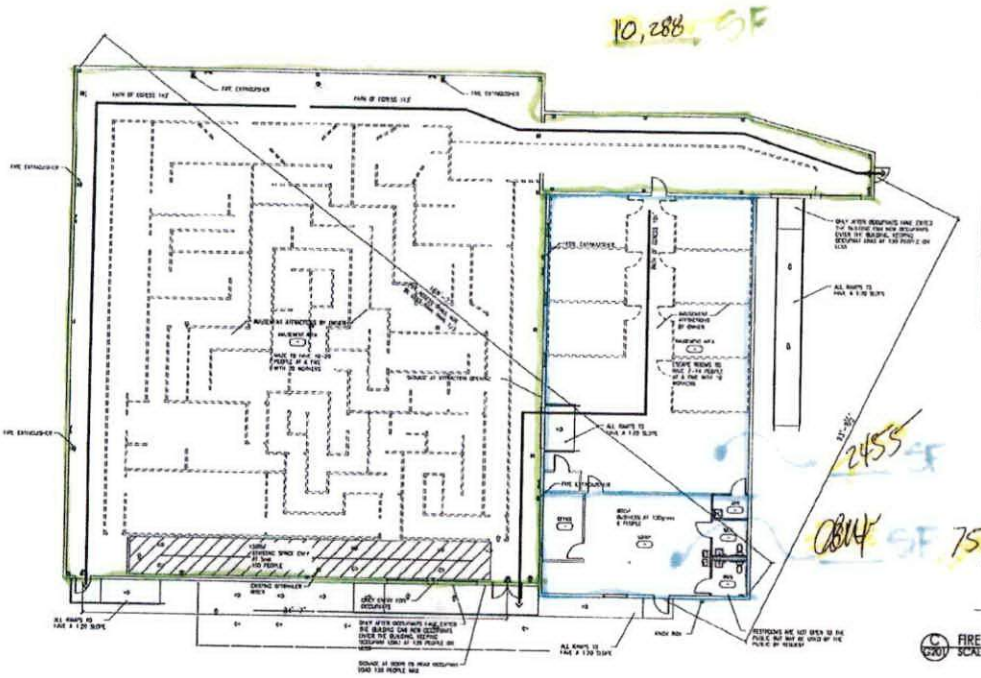
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
15,000	N/A	N/A	✓	T-5.1	✓

Comments

WITHIN D.D.D., PARKING EXEMPT

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	8-6-2026


BYRD SURVEYING, INC.
PARCEL B
20,979 SQ. FT. ±
PARCEL A
10,919 SQ. FT. ±
St. Francis Street
Bayou Street
Bayou Street
POINT OF COMMENCEMENT
PARCEL B
POINT OF BEGINNING
PARCEL A
POINT OF BEGINNING
PARCEL A
CHECKERS BROAD STREET SUBDIVISION
MAP BOOK 125 PAGE 4
Premises +/- 11,046 sq. ft.
Exh. h. + "A"
N

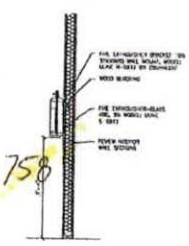


A G201 LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"
TOTAL SQUARE FOOTAGE 13,500

LIFE SAFETY LEGEND

LIFE SAFETY LOADS

OCCUPANT LOADS	SF	# PERSONS
STANDING SPACE 5mm/ PERSON	500	100
FAN OUTS	1,000	30
TOTAL OCCUPANT LOAD	1,000	130



C G201 FIRE EXTINGUISHER (MOUNT HEIGHT)
SCALE: 3/4" = 1'-0"

PCDA ARCHITECTURE

Mobile Haunted House
809 Saint Francis Street
Mobile, Alabama 36602

PRELIMINARY

REV	DATE	BY	DESCRIPTION	CHK	DCR	APPR

LIFE SAFETY PLAN

2023-23

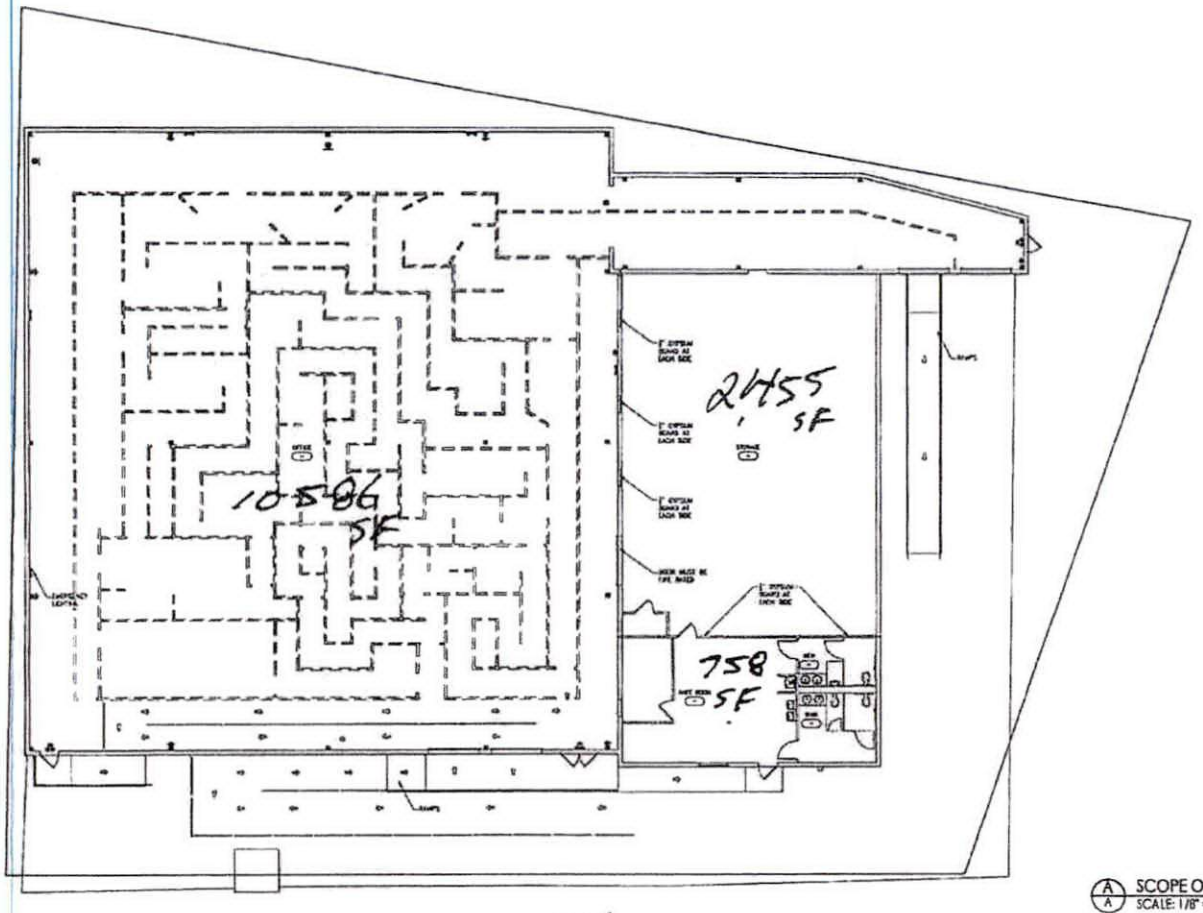
March 30th 2023

PCD

PCD

G201

Exhibit "A"



10,586 + 758 = 11,334 SF

A SCOPE OF WORK PLAN
SCALE: 1/8" = 1'-0"

PLAN LEGEND

GENERAL NOTES

ADA LEGEND

PCDA ARCHITECTURE

SDA Church
60th Ada Street

PRELIMINARY

Concept C

2021-09

March 13th 2022

PCD

PCD

A

[redacted]

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-176921-2026
Issue Date: 08/06/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400010181.	811 St Francis St	

Business Name	Issued To	Zoning Districts
SWEET DREAMS HAUNTED ATTRACTIONS	Name: RONNIE JORDAN Company: SWEET DREAMS HAUNTED ATTRACTIONS Address: 811 St Francis St MOBILE, AL 36602 Phone:	T-5.1

This Zoning Classification Allows the property to be used for:
SPECIAL EVENT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

[redacted]

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **619 SUMMERVILLE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **619 SUMMERVILLE STREET** described as:

LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002

Parcel Number: 29 07 42 0 002 109

Last Assessed to: ACCOMMODATION FOR YOUR LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 17, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 25, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **619 SUMMERVILLE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **ACCOMMODATION FOR YOUR LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 42 0 002 109
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

619 SUMMERVILLE STRET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	03/16/2026	Comments	

Property Score			
Score	63	Score Description	REVIEW COMM

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 3-30-26

Voted 3-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/26/2026

Property Address: 619 Summerville Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


AUG 17 2026 10:38


AUG 17 2026 10:40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Affidavit of Mailed Notice

August 17, 2026

State of Alabama
County of Mobile

Subject Property – 619 Summerville Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Lanier Clarke
619 Summerville Street
Mobile AL 36617-2521

July 1, 2026

RE: 619 Summerville Street
Project Number: ME-028-26

Dear Lanier Clarke:

On June 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 619 Summerville Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002

Parcel Number: 29 07 42 0 002 109

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 17, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 17, 2026,** provide the Code Official with a work plan to accomplish the repairs by **August 17, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 17, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 25, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **619 Summerville Street** Date: May 29, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 26, 2026

Per the Title Report, the owner is: Adonis Lynette Clarke fee simple owner (deceased)
Accommodation for your LLC tax deed interest

Notes: Per the Revenue Commission the tax interest for the 2017 tax year was sold to Accommodation For Your LLC. The tax deed number 7408 is unrecorded. The tax deed owner and the fee simple owner did not pay the 2025 property taxes causing them to be in the tax lien sale, but the taxes did not sell, and the notice needs to be sent to Kim Hastie's office. Adonis Clarke is deceased per LexisNexis. She died 9/2/2021. She did not pay the taxes for years prior to her death due to tax deed from 2017.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lanier Clarke 619 Summerville St Mobile AL 36617-2521	Brother of deceased owner. Lexisnexis address good 4/2026. Phone number is 251-384-5053 good 5/2025. Subject/location address
2	Lanier Clarke 4031 Airport Blvd Apt 157 Mobile AL 36608-2258	LexisNexis address good 2/2023

TAX STATUS: 2025 TAXES WERE NOT PAID BUT DID NOT SELL IN THE TAX LIEN SALE

3	Accommodation for your LLC c/o Jeffery Young 212 Al Johnson Rd Alberta AL 36720-3251	Tax Deed interest owner 2017 tax sale – LexisNexis address good 4/2026 – Phone numbers are 334-573-9211, 804-366-3634, and 434-203-8984 good 2026.
4	Accommodation for your LLC 516 Helveston St Mobile AL 36617-3118	Tax Deed 7408 mailing address for Accommodation For Your LLC – no affiliation with Jeffery Young's LexisNexis or his addresses.
5	Kim Hastie Revenue Commission : ATTN; Redemption Department 3925 Michael Blvd Ste G Mobile AL 36609	Tax Lien for 2025 Taxes

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **612 CEDAR AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7 and 14;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **612 CEDAR AVENUE** described as:

LOT 7 BLK 9 STRAUSS 2ND ADD TO WOLFE HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 153

Last Assessed to: FOWLER ERIC J

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 17, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 25, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **612 CEDAR AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **FOWLER ERIC J** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 003 153
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOT 7 BLK 9 STRAUSS 2ND ADD TO WOLFE HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003

GJ/md

City of Mobile
Blight Survey 2026

Report Date: Friday, June 12, 2026

Property Address

612 CEDAR AVE

Property Details

PARCEL KEYX	00724345	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	No	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	May 2026	COMMENTS	

Property Score

SCORE	66	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-26-26

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/26/2026

Property Address: 612 Cedar Avenue **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


AUG 14 2026 10:43


AUG 14 2026 10:43


AUG 14 2026 10:44


AUG 14 2026 10:44

Affidavit of Mailed Notice

August 17, 2026

State of Alabama
County of Mobile

Subject Property – 612 Cedar Avenue.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
612 Cedar Avenue
Mobile AL 36603-5308

July 1, 2026

RE: 612 Cedar Avenue
Project Number: ME-036-26

Dear Owner:

On June 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 612 Cedar Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 7 BLK 9 STRAUSS 2ND ADD TO WOLFE HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 153

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 17, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 17, 2026,** provide the Code Official with a work plan to accomplish the repairs by **August 17, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 17, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 25, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **612 Cedar Avenue** Date: April 14, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 8, 2026

Per the Title Report, the owner is: Ernest Hearst is the fee simple owner
Tax Deed Interest in Eric J. Fowler
Notes: Ernest Hearst died March 9, 2000. He died in Jamaica New York. His will states that all tangible property and remainder go to Eliza Forsett of Jamaica New York. Eliza Forsett is over 85 years old. I listed a few of her relatives(two sons) for notice. The tax deed interest owner has a warranty deed.
SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 612 Cedar Ave Mobile AL 36603-5308	Location/subject address
2	Eliza Forsett c/o Gary Forsett 15517 Foch Blvd Jamaica NY 11434-1524	Heir per LW&T – LexisNexis address good 1/2026 Phone number is 718-322-9457 good 1/2026 – Gary is her son and has the same mailing address. Gary's Phonbe number is 347-567-9635 good 3/2026
3	Rodney Forsett 8006 Peregrine Trl Arlington TX 76001-6138	Son of Eliza – LexisNexis address good 2/2026 – Phone number is 469-658-2548, 214-335-8844 and 214-335-8845 good 2026
4	Rodney Forsett PO Box 3844 Cedar Hill TX 75106-3844	LexisNexis address good 2/2026
5	Eric Fowler 2308 N McVay Dr Mobile AL 36605-2517	Tax Deed Interest Owner – LexisNexis address good 2/2026 – Revenue Commission website mailing address good 2023 – 2026 – Phone numbers are 251-487-3684 and 251-525-5227 good 2026

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

6	Sandia Resolution Company c/o Brian Michael Cloud 3928 Montclair Rd Ste 227 Mountain Brook AL 35213	Sandia Resolution Company vs Eric Fowler, filed 11/28/2023, recorded 8/9/2024, instrument number 2024050733.

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **1213 CHINQUAPIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 3, 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1213 CHINQUAPIN STREET** described as:

LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 030

Last Assessed to: REED TANISHA LAVARRA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 17, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 25, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1213 CHINQUAPIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **REED TANISHA LAVARRA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 030
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

GJ/md

City of Mobile
Blight Survey 2026

Report Date: Friday, June 12, 2026

Property Address

1213 CHINQUAPIN ST

Property Details

PARCEL KEYX	00717031	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	Yes	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	~~N~~
SURVEY DATE	May 2026	COMMENTS	

Property Score

SCORE	~~62~~ 82	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-26-26

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/26/2026

Property Address: 1213 Chinquapin Street **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☒2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


AUG 14 2026 10:17


AUG 14 2026 10:18


AUG 14 2026 10:21


AUG 14 2026 10:21


AUG 14 2026 10:32

Affidavit of Mailed Notice

August 17, 2026

State of Alabama
County of Mobile

Subject Property – 1213 Chinquapin Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Tanisha Lavarra Reed
1213 Chinquepin Street
Mobile AL 36603-5705

July 1, 2026

RE: 1213 Chinquapin Street
Project Number: ME-052-26

Dear Tanisha Lavarra Reed:

On June 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1213 Chinquapin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 030

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 17, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 17, 2026,** provide the Code Official with a work plan to accomplish the repairs by **August 17, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 17, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 25, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: UPDATE 1213 Chinquepin Street

Date: Original date – 8/26/2022

Update Date – 12/5/2024

2nd Update Date – 6/9/2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 9, 2026

Per the Title Report, the owner is: Tanisha Lavarra Reed

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tanisha Lavarra Reed 1213 Chinquepin St Mobile AL 36603-5705	Subject/location address – LexisNexis address good 2024 – Phone numbers are 251-622-0379, 251-382-4944 and 251-476-2528 good 2026
2	Tanisha Lavarra Reed 201 Cooper Ave Mobile AL 36613-2528	Zip Code Lookup shows both Mobile and Eight Mile Alabama as the city – LexisNexis address is good 8/2024 – Warranty Deed address is the same (Mobile)
3	Tanisha Lavarra Reed 201 Cooper Ave Eight Mile AL 36613-2528	Zip code lookup and Lexis good 2026
4	Tanisha Lavarra Reed 706 Fisher St Mobile AL 36607-1217	LexisNexis address good 4/2026

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Tanisha Lavarra Reed, filed 9/10/2024, recorded 10/10/2024, instrument number 2024064813

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **266 KENNEDY STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **266 KENNEDY STREET** described as:

THE W 1/2 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SE COR OF ADAMS & KENNEDY ST #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 499

Last Assessed to: EAST MOLLIE B

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 17, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 25, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **266 KENNEDY STREET.** OWNED BY OR MAY HAVE AN INTEREST**: EAST MOLLIE B** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 499
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: THE W 1/2 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SE COR OF ADAMS & KENNEDY ST #SEC 40 T4S R1W #MP29 06 40 0 004

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

266 KENNEDY STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	01/16/2026	Comments	

Property Score			
Score	82	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-9-26

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/26/2026

Property Address: 266 Kennedy Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


266
NOTICE
KEEP OUT
AUG 14 2026 10:03


KEEP OUT
AUG 14 2026 10:03


AUG 14 2026 10:05


AUG 14 2026 10:05


AUG 14 2026 10:06


AUG 14 2026 10:06

Affidavit of Mailed Notice

August 17, 2026

State of Alabama
County of Mobile

Subject Property – 266 Kennedy Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Mollie B. East
266 Kennedy Street
Mobile AL 36603-5650

July 1, 2026

RE: 266 Kennedy Street
Project Number: ME-039-26

Dear Mollie B. East:

On June 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 266 Kennedy Street.

I. **PROPERTY** The legal description of the Property is as follows:

THE W 1/2 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SE COR OF ADAMS & KENNEDY ST #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 499

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 17, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 17, 2026,** provide the Code Official with a work plan to accomplish the repairs by **August 17, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 17, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 25, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **266 Kennedy Street** Date: May 19, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 12, 2026

Per the Title Report, the owner is: Mollie B. East

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mollie B. East 266 Kennedy St Mobile AL 36603-5650	Location/subject address – Lexis address good 2024
2	Mollie B. East 3775 Rolling Creek Dr Buford GA 30519-4394	Owner – LexisNexis address good 2026 – Revenue Commissioner website mailing address good 2004 - 2026

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages - NONE

Lis Pendens - NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **1120 PARTRIDGE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1120 PARTRIDGE STREET** described as:

THE W 1/2 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SE COR OF ADAMS & KENNEDY ST #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 10 28 4 004 066

Last Assessed to: JONES IDA MAE C/O MARY CARMEN WILLIAMS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 17, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 25, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1120 PARTRIDGE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **JONES IDA MAE C/O MARY CARMEN WILLIAMS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 4 004 066
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: N 47 1/2 FT OF LOTS 1 & 2 BLK 1 GAYNOR TRT DBK 156 P 127 #SEC 28 T4S R1W #MP29 10 28 4 004

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1120 PARTRIDGE STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N Mayville
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	~~Y~~ F
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	10/06/2025	Comments	

Property Score			
Score	~~32~~ 52	Score Description	REVIEW COMM

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-2-26

Vote 5 to 0 for Demolition G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/26/2026

Property Address: 1120 Partridge Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


AUG 12 2026 11:19


AUG 12 2026 11:20


AUG 12 2026 11:20


AUG 12 2026 11:20


NOTICE
AUG 12 2026 11:21


AUG 12 2026 11:21

Affidavit of Mailed Notice

August 17, 2026

State of Alabama
County of Mobile

Subject Property – 1120 Partridge Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **9** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Ida Mae Jones
1120 Partridge Street
Mobile AL 36605-4812

July 1, 2026

RE: 1120 Partridge Street
Project Number: ME-020-26

Dear Ida Mae Jones:

On June 22, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1120 Partridge Street.

I. **PROPERTY** The legal description of the Property is as follows:

N 47 1/2 FT OF LOTS 1 & 2 BLK 1 GAYNOR TRT DBK 156 P 127 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel Number: 29 10 28 4 004 066

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 17, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 17, 2026,** provide the Code Official with a work plan to accomplish the repairs by **August 17, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 17, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 25, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1120 Partridge Street Date: April 6, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 26, 2026

Per the Title Report, the owner is: Gentle Lee Jones (deceased) and Ida Mae Jones

Notes: Gentle Jones is deceased. Could not locate any information regarding if Ida Mae Jones is deceased. Listed their only child and daughter as contact. There is a tax lien for the 2023 tax year, but the lien holder did not participate in the 2024 tax lien sale. The company still holds a lien for the 2023 tax year.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Ida Mae Jones 1120 Partridge St Mobile AL 36605-4812	Owner – LexisNexis address good 2024 – No information showing owner is deceased. No indication of how old or birth date per LexisNexis. Subject/location address. Phone number 251-473-2405 good 2024
2	Mary Williams 1129 Baltimore St Mobile AL 36605-1572	Family friend per Gentle Jones Obituary. Paid property taxes from 2014 through 2022. Phone number 251-433-8153 and 251-401-5292 – LexisNexis address good 4/2026 – Revenue Commission mailing address good 2020-2026
3	Machelle Crayton 117 75th St N Birmingham AL 35206-4239	Daughter and only child of Gentle and Ida Jones listed in Gentle Jones Obituary. LexisNexis address good 2/2026 – Phone number 205-447-3462 and 205-447-2190 good 2026

TAX STATUS: 2023 TAX LIEN HOLDER, 2024 TAX LIEN FROM REVENUE COMMISSION AND 2025 TAXES ARE DELINQUENT AND NEED TO BE PAID AND REDEEMED BY MAY 2026 OR WILL SELL IN THE TAX LIEN SALE.

4	James Felts 3052 Calais Ct Mobile AL 36606-4109	Tax Lien holder for 2023 tax year. Listed under company name per the Revenue Commissioners Office. Company name is SG Investments LLC an IPS of Sea Glass Management Series LLC. I found two different companies on Secretary of Alabama, but I could not find that those companies are affiliated with James Felts.

5	Revenue Commissioner's Office – Land Redemption 3925 Michael Blvd Ste G Mobile AL 36609	Tax Lien for 2024 Tax Year. Key number 934966
6	Sea Glass Management Series LLC c/o Registered Agents Inc. 212 W Troy St Ste B Dothan AL 36303	Secretary of State of Alabama Registered Agent – Lien holders per the Revenue Commissioner's Office for 2023 tax year
7	SG Investments, LLC c/o Kristie A Garrett 2510 Dolly Ridge Rd Birmingham AL 35243	Secretary of State of Alabama Registered Agent – Lien holders per the Revenue Commissioner's Office for 2023 tax year

Parties with recorded liens per Title Report:

8	Allen Memorial Nursing Home 735 South Washington Ave Mobile AL 36603	Lien filed February 2, 2012, recorded 2/2/2012 BK 6858 Pg 347 against Ida Mae Jones
9	Alabama Medicaid Mobile District Office Ste 105 2800 Dauphin St Mobile AL 36606	Lien filed May 3, 2012, recorded 7/12/2012 BK 6911 Pg 1301 against Ida M Jones.

Weed Lien filed against Ida Mae Jones, adopted 12/5/2023, recorded 5/6/2025, instrument number 2025028368.

Weed Lien filed against Ida Mae Jones, adopted 12/20/2026, recorded 3/18/2025, instrument number 2026015494.

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **303 RYLANDS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 and 14;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **303 RYLANDS STREET** described as:

LOT OF LAND ON W/S OF RYLANDS LN BDED BY A LINE DESC AS BEG AT NW COR OF CONGRESS ST & RYLANDS LN TH RUN N ALG W/L OF RYLANDS LN 412.1 FT TO PT WHICH IS POB TH RUN N ALG RYLANDS LN 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN W ALG LINE OF FENCE 158 FT TO PT WITH A DEFL ANG TO LT OF 89 DEG 28 MIN RUN SLY ALG LINE OF FENCE 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN ELY ALG LINE OF FENCE 158 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 007

Last Assessed to: WALLACE EZZIE CHARLES C/O COX MYESHIA L

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 17, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 25, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **303 RYLANDS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WALLACE EZZIE CHARLES C/O COX MYESHIA L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 005 007
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOT OF LAND ON W/S OF RYLANDS LN BDED BY A LINE DESC AS BEG AT NW COR OF CONGRESS ST & RYLANDS LN TH RUN N ALG W/L OF RYLANDS LN 412.1 FT TO PT WHICH IS POB TH RUN N ALG RYLANDS LN 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN W ALG LINE OF FENCE 158 FT TO PT WITH A DEFL ANG TO LT OF 89 DEG 28 MIN RUN SLY ALG LINE OF FENCE 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN ELY ALG LINE OF FENCE 158 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

GJ/md

City of Mobile
Blight Survey 2026

Report Date: Friday, June 12, 2026

Property Address

303 RYLANDS ST

Property Details

PARCEL KEYX	00807602	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Lafayette Heights
BLIGHT ZONE	No	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	May 2026	COMMENTS	

Property Score

SCORE 82

SCORE DISCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-26-26

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/26/2026

Property Address: 303 Rylands Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


AUG 14 2026 10:54


AUG 14 2026 10:55


301
AUG 14 2026 10:55


NOTICE
AUG 14 2026 10:55


NOTICE
AUG 14 2026 10:55


AUG 14 2026 10:56


AUG 14 2026 10:56


AUG 14 2026 10:56

Affidavit of Mailed Notice

August 17, 2026

State of Alabama
County of Mobile

Subject Property – 303 Rylands Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Myeshia L. Cox
303 Rylands Street
Mobile AL 36603-5419

July 1, 2026

RE: 303 Rylands Street
Project Number: ME-038-26

Dear Myeshia L. Cox:

On June 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 303 Rylands Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT OF LAND ON W/S OF RYLANDS LN BDED BY A LINE DESC AS BEG AT NW COR OF CONGRESS ST & RYLANDS LN TH RUN N ALG W/L OF RYLANDS LN 412.1 FT TO PT WHICH IS POB TH RUN N ALG RYLANDS LN 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN W ALG LINE OF FENCE 158 FT TO PT WITH A DEFL ANG TO LT OF 89 DEG 28 MIN RUN SLY ALG LINE OF FENCE 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN ELY ALG LINE OF FENCE 158 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 007

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 17, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 17, 2026,** provide the Code Official with a work plan to accomplish the repairs by **August 17, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 17, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 25, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **303 Rylands Street** Date: April 9, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 8, 2026

Per the Title Report, the owner is: Myeshia L. Cox

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Myeshia L. Cox 303 Rylands St Mobile AL 36603-5419	Location/Subject address
2	Myeshia L. Cox 7009 Orangeburg Dr S Mobile AL 36608-4230	Owner – Lexisnexis address good 2/2026 – Revenue Commission website mailing address good 2024 – 2026. Quit Claim Deed mailing address.

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 20, 2026**

SUBJECT: WEED LIEN GROUP **1682**

Attached, please find Assessment Lists for Weed Lien Group Number **1682** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/25/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/29/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 8/27/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 9/10/2026

LEGAL NOTICE ADS: 9/16/2026-9/23/2026

POSTING DATE: 9/22/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1682	Res. No.
8/25/2026	LOTS TO BE DECLARED	58-
9/29/2026	LOTS FOR PUBLIC HEARING	58-
//2026	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	6500 Barker Dr N	111682	122073		7	
2	7045 Smith Alley	119414	122074		4	
3	7033 Smith Alley	119412	122075		4	
4	2006 McVay Dr S	119851	122076		3	
5	2115 Steiner St	119877	122077		3	
6	1523 Dunlop St	117963	122078		3	
7	610 Wisconsin Ave	116386	122079		2	
8	177 Winston Ave	78712	122081		1	
9	913 Cherry St	115172	122082		2	
10	257 St Joseph St	116188	122084		2	
11	4265 Furman Dr	116585	122085		4	
12	2351 Octavia Dr S	120001	122086		3	
13	2064 Gimon Cir N	117955	122088		3	
14	6563 Wesley Dr	116853	122089		7	
15	0 Dog River Dr N	120633	122090		3	
	Par. No. (32 03 36 0 004 102.XXX)					
16	1707 Griffin St	120297	122091		1	
17	1868 E I-65 Service Rd N	119735	122092		1	
18	2400 Railroad St	119301	122094		2	
19	2353 Hart Ave	119153	122095		1	
20	0 Harper Ave	120294	122096		1	
	Par. No. (29 02 44 0 012 035.XXX)					
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	5	1	
2	4	2	
3	6	3	
4	3	4	
5	0	5	
6	0	6	
7	2	7	
	20		0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBD Cut Before Declared
*WL Wooded Lot

Marchetta Jurte 8-20-26
8-20-26

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1682** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **29th day of September, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____

City Clerk

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 17, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-105**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **105.** Please place these on the City Council's Agenda for **August 25, 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 105	Res. No.
7/8/2026	1st REPEAT WEED LIEN LETTERS SENT	11-058
8/25/2026	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST	
	CONTRACT NUMBER	

Item No.	Address	Dis	Old SRO Case #	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	257 Rylands St	2		119497	10/21/2025	1	$ 528.23	
2	605 Gayle St	2		119498	9/30/2025	1	$ 526.00	
3	962 Bernice Hudson Dr	3		119499	9/30/2025	1	$ 275.00	
4	757 Charles St	3		119500	9/30/2025	1	$ 809.00	
5	1754 Belfast St	2		119501	9/30/2025	1	$ 730.00	
6	718 Johnston Ave	3		119502	9/30/2025	1	$ -	N/A
7	1328 Adams St	2		119503	11/7/2023	2	$ -	CBD
8	1919 St Stephens Rd	1	118128	119504	9/30/2025	1	$ 626.00	
9	256 Clay St	2		119505	9/30/2025	1	$ 275.00	
10	405 Robbins St	2		119506	9/9/2025	1	$ 310.00	
11	406 Robbins St	2		119507	7/29/2025	1	$ 450.00	
12	404 Robbins St	2		119508	9/9/2025	1	$ 348.00	
13	1314 Pecan St	2		119509	2/27/2024	2	$ 375.00	
14	1352 Menas Ave	2		119510	9/9/2025	1	$ 282.00	
15	0 Menas Ave	2		119511	10/21/2025	1	$ 275.00	
	Par. No. (29 06 13 0 003 241.XXX)							
16	5910 Westhaven Dr S	7		119512	7/29/2025	1	$ 380.00	
17	304 Rylands St	2		119513	10/21/2025	1	$ 310.00	
18	955 Kentucky St	3		119514	2/20/2024	1	$ -	CBD
19	724 Kentucky St	3		119515	1/23/2024	2	$ 375.00	
20	618 Donald St	1		119516	8/13/2024	1	$ 275.00	
	Total						$ 7,149.23	

District total for this group		Numbers of lots cut	
1	2	1	2
2	12	2	11
3	5	3	3
4	0	4	0
5	0	5	0
6	0	6	0
7	1	7	1
	20		17

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Tony Jackson 8-18-26

Marchetta Dale 8-18-2026

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **COAXUM JARRID**

Address: **20 PALMETTO ST**

City, State, Zip: **MOBILE, AL 36603-2301**

Repeat Group Number: **105** Item # **1**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		16,258	$	0.0125	$	**203.23**
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	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**528.23**

Sheila Dean
SECRETARY

Mychelle Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **MOON EQUITIES LLC**

Address: **6100 WILSHIRE BLVD STE 830**

City, State, Zip: **LOS ANGELES, CA 90048-5198**

Repeat Group Number: **105** Item # **2**

Lot Description: **COMG AT PT ON E/S OF GAYLE ST 103 FT 2 INS S OF SE COR OF GAYLE & NEW JERSEY STS & RUNNING TH SLY ON E/S OF GAYLE ST 51 FT 7 INS TH ELY & PAR W/NEW JERSEY ST 112 FT 6 INS TH NWLY 51 FT 7 IN TH WLY 112 FT 6 INS TO POB BEING LOT 4 SQ 236 OF MIDDLE DIVISION OF BERNOUDY TRACT #SEC 38 T4S R1W #MP29 10 38 0 004 (29 10 38 0 004 039.XXX) 605 GAYLE ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,500	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		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	526.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
August 17, 2026

Lot Owner: **SAMPSON ARTHUR & DWIGHT**

Address: **6700 WALL ST APT 19F**

City, State, Zip: **MOBILE, AL 36695-4508**

Repeat Group Number: **105** Item # **3**

Lot Description: **LOT 18 BLK 1 WILSONS 1ST ADDN DBK 73 P 171 #SEC 37 T4S R1W #MP29 10 37 0 007(29 10 37 0 007 308.XXX) 962 BERNICE HUDSON DR**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,833	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	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Deer
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **DICKINSON PERRY & AQUANITA**

Address: **2961 NORTHWEST DR**

City, State, Zip: **MOBILE, AL 36607-1218**

Repeat Group Number: **105** Item # **4**

Lot Description: **LOT 15 BLK 6 WILSON 2ND ADD DBK 80 P 190 #SEC 38 T4S R1W #MP29 10 38 0 004 (29 10 38 0 004 119.XXX) 757 CHARLES ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,920	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		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	75	$	7.00	$	**525.00**
		Total Project Cost:			$	**809.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **DAVIS DANIELLE YVETTE**

Address: **5350 W MILITARY DR APT 9306**

City, State, Zip: **SAN ANTONIO, TX 78242-1285**

Repeat Group Number: **105** Item # **5**

Lot Description: **LOT 10 SQ 1 TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 001 (29 10 28 4 001 039.XXX) 1754 BELFAST ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,616	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	65	$	7.00	$	455.00
		Total Project Cost:			$	730.00

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**

Address: **507 LABRADOR WAY**

City, State, Zip: **SUISUN CITY, CA 94585-2920**

Repeat Group Number: **105** Item # **8**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS RD**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,988	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		12	$	3.00	$	36.00
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	626.00

Sheila Deen
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **STALLWORTH DEVONYA**

Address: **2537 KOOL AVE**

City, State, Zip: **DALLAS, TX 75241-2924**

Repeat Group Number: **105** Item # **9**

Lot Description: **BEG ON E/S 146 FT N OF NE COR CLAY & CONGRESS STS TH NLY ALG E/S CLAY ST 20 FT TH ELY 122.58 FT TH SLY 22.17 FT TH WLY 122.58 FT TO BEG BEING PT LOT 9 BLK 25 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 459.XXX) 256 CLAY ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	2,440	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	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean
SECRETARY

Marguetta Scott
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
August 17, 2026

Lot Owner: **MAX DEVELOPMENTS INC**

Address: **210 2ND ST APT 3**

City, State, Zip: **ELKINS, WV 264241-4805**

Repeat Group Number: **105** Item # **10**

Lot Description: **LOT 3 BLK 3 LAFAYETTE HGTS DBK 133 NS P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 362.XXX) 405 ROBBINS ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,720	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	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**310.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **TURNER EDITH & INGRID WHITFILD MCMILLIAN**

C/O JASON MCMILLIAN

Address: **10070 THRESHER CT**

City, State, Zip: **MOBILE, AL 36695-5208**

Repeat Group Number: **105** Item # **11**

Lot Description: **LOT 9 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 379.XXX) 406 ROBBINS ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,388	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	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**450.00**

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **SONS REAL ESTATE INV**

Address: **107 CHATHAM ST**

City, State, Zip: **MOBILE, AL 36604-3011**

Repeat Group Number: **105** Item # **12**

Lot Description: **LOT 8 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 378.XXX) 404 ROBBINS ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,344	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		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	348.00

Sheeia Pearson
SECRETARY

Marquetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **LEWIS LUCILE**

Address: **1256 SOUTH ANN ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **105** Item # **13**

Lot Description: **W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 193.XXX) 1314 PECAN ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,600	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	0	$	7.00	$	-
		Total Project Cost:			$	375.00

SheliaDear

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
August 17, 2026

Lot Owner: **JONES NORRIS & SYNCERIA Y**

Address: **3375 MAPLELEAF CT**

City, State, Zip: **LITHONIA, GA 30038-3465**

Repeat Group Number: **105** Item # **14**

Lot Description: **LOT 12 BLK 22 TISDALE SUB OF FISHER TRT DBK 75 P 260 COMMONLY KNOWN AS 1352 MENAS AVE MOBILE #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 242.XXX) 1352 MENAS AVE**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,800	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**282.00**

Shelia Dean
SECRETARY

Marchetta Taote
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **JONES NORRIS & SYNCERIA Y**

Address: **3375 MAPLELEAF CT**

City, State, Zip: **LITHONIA, GA 30038-3465**

Repeat Group Number: **105** Item # **15**

Lot Description: **LOT 13 BLK 22 TISDALE SUB O F FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 241.XXX) 0 MENAS AVE**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,800	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	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelica Dean
SECRETARY

Marquetta Smith
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **ROBINSON TARLEE**

Address: **5910 WESTHAVEN DR S**

City, State, Zip: **MOBILE, AL 36608-4067**

Repeat Group Number: **105** Item # **16**

Lot Description: **LOT 20 BLK 12 HILLSDALE HGT S MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 1 000 (28 04 17 1 000 013.XXX) 5910 WESTHAVEN DR S**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,840	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

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **STALLWORTH DEVONYA**

Address: **2537 KOOL AVE**

City, State, Zip: **DALLAS, TX 75241-2924**

Repeat Group Number: **105** Item # **17**

Lot Description: **LOT 3 & N 43FT LOT 4 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 047.XXX) 304 RYLANDS ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,104	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	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**310.00**

Sheila Dean
SECRETARY

Marguerite Jacobs
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

August 17, 2026

Lot Owner: **JOHNSON CASSANDRA HARRIS**

Address: **2435 CALIRMONT DR W**

City, State, Zip: **SEMMES, AL 36575-3315**

Repeat Group Number: **105** Item # **19**

Lot Description: **LOTS 70 & 71 BLK 1 OAKDALE SUBD DBK 156/458 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 078.XXX) 724 KENTUCKY ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,324	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	0	$	7.00	$	-
		Total Project Cost:			$	375.00

SheilaDean
SECRETARY

Marquetta Jacobs
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
August 17, 2026

Lot Owner: **THOMPSON ROCHELLE**

Address: **20103 LIBBY RD**

City, State, Zip: **MAPLE HEIGHTS, OH 44137-1846**

Repeat Group Number: **105** Item # **20**

Lot Description: **LOT 10 BLK 1 THOMAS W FINCH SUB DBK 156 P 430 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 108.XXX) 618 DONALD ST**

Nuisance Date: 7/8/2026

Date lot was cut: 8/10/2026 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,650	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	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean
SECRETARY

Marchetta Tarte
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 **Repeat Weed Lien Group 105** 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

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* ***Liberty Learning Foundation*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Liberty Learning Foundation,*** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and.

WHEREAS, the Mobile City Council determines that this appropriation to ***Liberty Learning Foundation*** will be used to *assist with upcoming events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Liberty Learning Foundation,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Robert Beau Fleming, III*

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$500.00*** *to* ***Kingdom Covenant Connections****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Kingdom Covenant Connections****,* 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 ***Kingdom Covenant Connections****,* will be used to *assist with upcoming spring events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00 Kingdom Covenant Connections****,* 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 Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$300.00*** *to* ***Gulf City Golfers, Inc.*** from the District 7 Discretionary Fund (10041020 42080); and

WHEREAS, ***Gulf City Golfers, Inc.*** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Gulf City Golfers, Inc.*** will be used to *assist with the 66th Annual Charity Golf Tournament.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$300.00*** *to* ***Gulf City Golfers, Inc.*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$1,500.00*** *to* ***The Courtyards at Magnolia Grove*** **Property Owners Association, Inc.** from the District 7 Discretionary Fund (10041020 42080); and

WHEREAS, ***The Courtyards at Magnolia Grove Property Owners Association, Inc.*** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***The Courtyards at Magnolia Grove Property Owners Association, Inc.*** will be used to *assist with the beautification project.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,500.00*** *to* ***The Courtyards at Magnolia Grove Property Owners Association, Inc.*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$5,000.00** to **Claudia Leatherwood Legacy Foundation, Inc.,** from District 8 Discretionary Fund (10040580 42080); and

WHEREAS, **Claudia Leatherwood Legacy Foundation, Inc.** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Claudia Leatherwood Legacy Foundation Inc.** will be used to assist with programs involving mental health therapy, families affected by violent crimes, and at risk youth mentorships to provide leadership skills and conflict resolution tools 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 **$5,000.00** to **Claudia Leatherwood Legacy Foundation, Inc.,** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$5,000.00** to **The Maynard 4 Foundation,** from District 8 Discretionary Fund (10040580 42080); and

WHEREAS, **The Maynard 4 Foundation** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **The Maynard 4 Foundation** will be used to assist with the Miss Juneteenth America Institute for Scholars and Leaders 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 **$5,000.00** to **The Maynard 4 Foundation,** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$10,000.00** to the University of South Alabama from District 8 Discretionary Fund (10040580 42080); and

WHEREAS, the **University of South Alabama,** a public body corporate of the State of Alabama, 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 the **University of South Alabama** will be used to support the Blakenship Scholars Program which event is being held on August 18, 2026, establishing the program and creating an endowment in support of student scholarships for those pursuing a career in conservation enforcement so as to benefit the public at large and the community.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$10,000.00** to the **University of South Alabama** 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 and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
Lance Slater, Chief Resilience Officer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Building operations and utility data analytics and management

Amount of Contract:
$34,700.00

Funding Source
10041500-42115

ATTACHMENTS:
1. Resolution - Nimble Energy Inc.
2. Signed Mobile Contract - Terms of Service, Addendum 1, Order Form 2026-08-20_COMBINED

REVIEWERS:
Nya Kennedy

RESOLUTION

Sponsored by: Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Utility Software Subscription Services between the City of Mobile and Nimble Energy, Inc., a Delaware corporation, in the amount of $34,700.00 for the initial one-year-term, 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

Terms Of Service For Nimble Energy

Last Updated: May 27, 2026

Effective Date: May 27, 2026

These Terms of Service (this "**Agreement**") are a binding contract between you and **Nimble Energy, Inc.**, a Delaware corporation with offices at 148 Coley Ct, Pittsboro, NC 27312 ("**Nimble Energy**," "**Company**," "**we**," "**us**," or "**our**"). This Agreement is organized in three parts:

- **Part 1 — Website Terms of Use** applies to all visitors and users of nimble-energy.com (the "**Website**"), our online forms, our Savings Calculator, and our website chat widget.
- **Part 2 — Platform Subscription Agreement** applies only to customers who have subscribed to the Nimble Energy™ Empower platform for building operations and utility data analytics and management (the "**Platform**") through an Order.

- **Part 3 — General Provisions** (including **Dispute Resolution, Arbitration, and Class Action Waiver**) applies to all users.

PLEASE READ SECTION 19 CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES WITH US THROUGH BINDING INDIVIDUAL ARBITRATION AND CONTAINS A CLASS ACTION WAIVER. IT ALSO INCLUDES A 30-DAY OPT-OUT PROCEDURE.

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PART 1 — WEBSITE TERMS OF USE

1. Acceptance

By accessing or using the Website, our online forms, the Savings Calculator, our chat widget, or any other features of the Website (collectively with the Website, the "**Services**"), or by submitting information to us through any of the foregoing, you acknowledge that you have read, understood, and agree to be bound by this Agreement and our Privacy Policy. If you do not agree, do not use the Services.

If you are accepting this Agreement on behalf of an organization, you represent and warrant that you have authority to bind that organization, and "**you**" refers to that organization.

2. Eligibility

The Services are not directed to children under 13. By using the Services, you represent that you are at least 18 years old (or the age of majority in your jurisdiction) or are using the Services with the supervision of a parent or legal guardian who has accepted this Agreement. If you are using the Services on behalf of a business or other legal entity, you represent that you are authorized to do so.

3. Use of the Website

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal or internal business purposes, in each case in accordance with this Agreement and applicable law. All other rights are reserved.

You may submit information to us through forms, the Savings Calculator, our chat widget, email, telephone, or SMS. Information you submit may include identifiers and contact information, business information, and facility or utility data. Our handling of that information is described in our Privacy Policy.

4. Prohibited Conduct

You agree not to, and not to permit any third party to:
(a) use the Services in violation of any applicable law, regulation, or third-party right;
(b) impersonate any person or entity or misrepresent your affiliation with any person or entity;
(c) interfere with, disrupt, or attempt to gain unauthorized access to the Services, our servers, our networks, or any user account;
(d) introduce viruses, worms, malware, or other harmful code into the Services;
(e) use any robot, spider, scraper, or other automated means to access the Services for any purpose without our prior written consent, except for search-engine indexing of public pages;
(f) reverse engineer, decompile, disassemble, or attempt to derive the source code of any portion of the Services;
(g) copy, modify, distribute, sell, lease, or create derivative works of any portion of the Services or content available on the Services, except as expressly permitted by this Agreement;
(h) remove, obscure, or alter any proprietary notices on the Services;
(i) use the Services to send unsolicited communications, advertisements, or promotional materials;
(j) collect or harvest information about other users without their consent; or
(k) use the Services in a manner that could damage, disable, overburden, or impair the Services.

5. Account Registration
If we make account features available through the Services and you create an account, you agree to provide accurate, current, and complete information; to maintain and promptly update that information; to maintain the confidentiality of your credentials; and to be responsible for all activity that occurs under your account. Notify us promptly at info@nimble-energy.com of any unauthorized use of your account.

6. Intellectual Property — Website Content
The Website and all content, software, designs, graphics, text, images, logos, trademarks, service marks, and other materials made available through the Website (the "**Website Content**") are owned by Nimble Energy or its licensors and are protected by U.S. and international copyright, trademark, and other intellectual property laws. Except for the limited license in Section 3, no rights are granted by implication, estoppel, or otherwise.
"Nimble Energy" and the Nimble Energy logo are trademarks of Nimble Energy, Inc. Other names, logos, and marks are the property of their respective owners.

7. User Submissions and Feedback
If you submit comments, ideas, suggestions, questions, feedback, testimonials, energy-usage data, or other materials to us through the Services or otherwise (collectively, "**Submissions**"), you grant Nimble Energy a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such Submissions in connection with the Services and our business, including for marketing and improvement of the Services, provided that we will use Submissions consistent with our Privacy Policy and applicable law. You represent that you own or have the rights necessary to grant the foregoing license and that your Submissions do not violate the rights of any third party or applicable law.

8. Third-Party Services, Embeds, and Links
The Services may contain links to third-party websites, services, or content (for example, LinkedIn, YouTube, embedded forms or chat widgets provided by third-party platforms such as GoHighLevel /

LeadConnector). Those third parties are not under our control, and we are not responsible for their content, products, services, practices, or policies. Your interactions with third parties are between you and the third party, and you should review their terms and privacy policies before engaging with them.

9. Email Communications

By providing your email address, you agree to receive transactional emails (such as responses to inquiries, account notifications, and service-related messages). You may also receive marketing emails if you opt in or if otherwise permitted by law. You can opt out of marketing emails at any time using the unsubscribe link in any marketing email or by emailing info@nimble-energy.com.

10. SMS / Text Messaging Terms

If you provide your mobile number through a form or other Service and check the explicit SMS opt-in box (or otherwise expressly consent to receive text messages), you agree to receive recurring SMS messages from Nimble Energy at the mobile number provided, including responses to inquiries, appointment confirmations, reminders, and promotional offers.

- **Message frequency varies.** Message and data rates may apply.
- **Reply STOP** to any message to unsubscribe at any time. Reply **HELP** for help, or contact info@nimble-energy.com.
- Carriers (e.g., AT&T, Verizon, T-Mobile) are not liable for delayed or undelivered messages.
- We comply with the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and CTIA guidelines, and applicable carrier requirements.
- Mobile information and SMS opt-in data are not shared with third parties or affiliates for marketing or promotional purposes.
- Your consent to SMS is documented and may be revoked at any time by replying STOP or contacting us.

11. Privacy

Our collection, use, and sharing of personal information is described in our **Privacy Policy** at https://nimble-energy.com/privacy-policy. By using the Services, you acknowledge that you have read the Privacy Policy.

12. Copyright / DMCA Notice

If you believe content available on the Services infringes your copyright, you may submit a notice of claimed infringement to our designated agent under the Digital Millennium Copyright Act (DMCA). The notice must include: (a) a physical or electronic signature of a person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the allegedly infringing material and information reasonably sufficient to locate it; (d) your contact information; (e) a statement that you have a good-faith belief that the use is not authorized; and (f) a statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the owner.
Send DMCA notices to: **DMCA Agent, Nimble Energy, Inc., 148 Coley Ct, Pittsboro, NC 27312** or info@nimble-energy.com (subject line "DMCA Notice").

PART 2 — PLATFORM SUBSCRIPTION AGREEMENT

Sections 13 through 18 apply only if you have subscribed to the Nimble Energy™ Empower platform through an Order or by checking or clicking an "Agree," "I Consent," or similar button. If you are only a visitor to the Website, Sections 13 through 18 do not apply to you.

Subject to the terms of this Agreement, Nimble Energy provides subscriptions to: (1) the Nimble Energy™ Empower platform for building operations and utility data analytics and management (the "**Platform**"); (2) the Website and integrations with certain third-party services, data sets, databases, websites, or platforms ("**Eligible Third-Party Services**") that we may choose to offer from time to time (the "**Integrations**" and, together with the Website and the Platform, the "**Software**"), through which you may access and use the Platform; and (3) the Services described below. In Part 2 only, "**you**" refers to the business or other legal entity accepting this Agreement as part of your procurement of a subscription to our Software and Services.

ACCEPTANCE. YOU SHOULD READ THIS AGREEMENT CAREFULLY FOR THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SOFTWARE AND YOUR RECEIPT OF THE SERVICES. BY ACCESSING AND/OR USING THE SOFTWARE AND OUR RELATED SERVICES, BY EXECUTING AN ORDER, OR BY CHECKING OR CLICKING THE "AGREE," "I CONSENT," OR SIMILAR BUTTON OR BOX IF AND WHEN THIS OPTION IS PRESENTED TO YOU, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) AGREE TO ACCEPT THIS AGREEMENT; AND (C) AGREE THAT YOU ARE LEGALLY BOUND BY (AND THAT YOU WILL ADHERE TO) ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THE INDIVIDUAL EXECUTING THE ORDER AND/OR REGISTERING TO USE THE PLATFORM ON YOUR BEHALF REPRESENTS AND WARRANTS TO US THAT SUCH INDIVIDUAL IS FULLY AND DULY AUTHORIZED TO AGREE TO BE BOUND BY THIS AGREEMENT ON YOUR BEHALF. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE OR OUR RELATED SERVICES.

13. Right to Access and Restrictions

a. Platform Authorization. We authorize you, your Affiliates, and your Authorized Users, during the Term, and on a non-exclusive and non-transferable (except as described in Section 25 (Assignment)) basis, to access and use the Platform on a "software as a service" basis through the Website and/or through any provided Integrations, in each case provided that such access and use is (i) by and through your Authorized Users only and (ii) solely for the Permitted Use. This authorization also permits you, your Affiliates, and your Authorized Users to access and use the Documentation during the Term in support of your Permitted Use of the Software.

b. Limitations and Restrictions. You must not, and you must not permit any other person or entity (including your Affiliates and Authorized Users) to, access or use the Software except as we have specifically authorized in this Agreement. Without limiting the preceding sentence, you, your Affiliates, and your Authorized Users must not:

(i) copy, modify, adapt, translate, or create derivative works or improvements of the Software;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any other person or entity for any reason, including by making the Software available through any time-sharing, service bureau, or software-as-a-service arrangement;

(iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive, gain access to, or discover the source code of the Software or the underlying structure, ideas, know-how, algorithms, or methodology relevant to the Software;

(iv) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or that contain, transmit, or activate any Harmful Code;
(v) bypass, breach, or disable any security device, copy control, digital rights management tool, or other protection used by the Software;
(vi) attempt to gain unauthorized access to, damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner (A) the Software, (B) the server on which the Software is hosted and stored, (C) any server, computer, or database connected to the Software, or (D) our ability to provide our Software or services to any other person or entity;
(vii) access or use the Software in any way that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any third party, or that violates any applicable law or regulation;
(viii) access or use the Software for purposes of (A) developing, marketing, distributing, licensing, or selling any product or service that may compete with the Software, or (B) disclosing to our competitors, for any purpose, otherwise non-public information about the Software;
(ix) access or use the Software contrary to any additional limitations or restrictions that may be set forth in your Order; or
(x) knowingly aid or assist any Affiliate, Authorized User, or other person or entity in taking any of the actions prohibited by this Section 13.b.

c. Responsibility for Affiliates and Authorized Users. You will ensure your Affiliates' and Authorized Users' compliance with this Agreement and will be responsible and liable to us for any act or omission of an Affiliate or Authorized User (or any other employee, contractor, or agent under your control or direction or acting on your behalf) that would be a breach or violation of this Agreement had you performed the act or omission yourself.

14. Our Services

a. Services — Generally. We will provide to you the following services (the "**Services**") during the Term: (i) the hosting, management, and back-end operation of the Platform to make the same available for remote electronic access and use by you, your Affiliates, and your Authorized Users through the Website and through any provided Integrations in accordance with the authorizations granted above; (ii) the Support Services described in Section 15 below; (iii) the Setup Services described in Section 16 below; and (iv) any other Services we expressly agree to provide in your Order.

b. Changes to the Software. We may make any changes to the Software (including the design, look and feel, functionality, content, material, information, and/or services provided via the Software) that we deem necessary or useful to improve the Software or for any other reason; provided that we will not during the Term make any changes to the Software that will materially adversely affect the features and functionality of the Software that you use. Such changes may include upgrades, bug fixes, patches, error corrections, modifications, enhancements, improvements, and/or new features (collectively, "**Updates**"). All Updates shall be deemed a part of the Software governed by this Agreement. If we make a change to the Software that has a material adverse effect on your operations, then you may notify us in writing of the material adverse effect and may, immediately upon written notice to us, terminate this Agreement if we do not cure this condition within 30 days following receipt of your notice.

c. Subcontractors. You understand and agree that we may, in our discretion, engage subcontractors to aid us in providing the Software and performing our Services under this Agreement, and we will remain liable to you for any act or omission by such subcontractors that would be a breach or violation of this Agreement. For example, we may use Amazon Web Services, Microsoft Azure,

Google Cloud Platform, and/or such other reputable provider that implements and maintains commercially reasonable security programs, policies, procedures, controls, and technologies (the "**Hosting Services Provider**") for cloud-based infrastructure and hosting and storage services for the Platform, and such Hosting Services Provider will host and store certain portions of Your Data that is processed through the Platform. You hereby specifically approve and consent to our use of a Hosting Services Provider as described. Notwithstanding anything to the contrary in this Agreement, you further agree that we cannot guarantee or ensure the performance of any Hosting Services Provider to the terms of this Agreement, and remediation of a breach by a Hosting Services Provider is limited to the remedies specified in the Hosting Services Provider's standard service agreement.

d. Suspension of Software Access. We may suspend or deny your (and/or one or more of your Affiliates' or Authorized Users') access to or use of all or any part of the Software and suspend our performance of our Services, without any liability to you or others, if (i) we are required to do so by law or court order; (ii) your, your Affiliate's, or your Authorized User's use of the Software presents an imminent and highly material threat to system security such that we reasonably believe that suspension or denial of access is necessary to ensure compliance with our data security and/or confidentiality obligations; or (iii) you have, your Affiliate has, or your Authorized User (or any other employee, contractor, or agent under your control or direction or acting on your behalf) has (A) accessed or used our Services or Software in violation of Section 13.b and you have failed to cure such violation within 3 days after we provide written notice to you, (B) been involved in any fraudulent or unlawful activities relating to or in connection with our Services or Software, or (C) otherwise failed to comply with this Agreement and you have failed to cure such breach within 10 days after we provide written notice. Unless we have exercised our right to terminate this Agreement, we will promptly restore access to the Software and resume performance of our Services as soon as the applicable legal requirement or court order is lifted or the applicable breach or violation is cured. Our remedies in this Section are in addition to, and not in lieu of, our termination rights or any other rights or remedies under this Agreement, at law, or in equity.

e. "Free Trial" and "Freemium" Access and Use. Notwithstanding anything to the contrary in this Agreement, if and to the extent your Order indicates that you will be obtaining a subscription to the Software on a "free trial," "freemium," or similar basis or otherwise without payment of subscription Fees for the Software (a "**Free Trial Order**"), then you acknowledge and agree that UNDER AND IN CONNECTION WITH ANY FREE TRIAL ORDER ALL SERVICES AND COMPANY IP (INCLUDING THE SOFTWARE) ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY SUPPORT SERVICES OR ANY WARRANTY OR INDEMNITY OF ANY KIND FROM US, EXPRESS OR IMPLIED, AND THE AGGREGATE LIABILITY OF THE COMPANY UNDER OR IN CONNECTION WITH ANY FREE TRIAL ORDERS SHALL NOT EXCEED $1,000 UNDER ANY CIRCUMSTANCES. Either party may cancel a Free Trial Order at any time immediately upon written notice for any reason or no reason, and upon such termination your right to access and use the Software will terminate and you must immediately cease accessing and using the Software.

15. Support Services and Platform Availability

a. Support Services — Hours. During the Term we will provide customer support services to you and your Authorized Users via email, telephone, and other channels that we may make available, during our standard support hours (8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding U.S. federal holidays) ("**Support Services**").

b. Scope. Support Services include: (i) access to knowledge-base content, FAQs, training videos, and community forums hosted and made available generally to customers by us through the Website or otherwise; (ii) technical and operational assistance for the use of the Software, including responses to

general, short-duration questions about documented features and functionality, management of user accounts for Authorized Users, assistance with the Documentation, and interpretation of error or warning messages; (iii) good-faith attempts to respond to and resolve any reproducible failure of the Software to perform in accordance with the Documentation (each, an "**Error**") on a reasonably prompt basis in light of the nature and severity of the Error, our other then-current support and maintenance priorities, and our available resources; and (iv) periodically providing to you all Updates we make generally available to customers free of additional charge.

c. Exclusions. Support Services do not include: (1) support for software or hardware that is not part of the Software (including support for any part of your equipment, products, or technology infrastructure, or for any part of any Eligible Third-Party Services with which the Platform may integrate but that are separate and apart from the Platform itself); (2) on-site dispatch of our personnel; (3) assistance with any First-Level Technical Support issues that are the responsibility of your User Contacts; (4) formal, comprehensive training of Authorized Users (or any other person or entity) on use of the Software; (5) on-site or remote support to configure or customize the Software for you; or (6) performance of any other professional, implementation, onboarding, configuration, customization, consulting, or advisory services (provided that items (4) through (6) may be separately provided Services if expressly agreed to in your Order).

d. Your Responsibilities. You must provide all information and assistance that we reasonably request in connection with providing Support Services. You will identify one or more system administrators or other employees (each, a "**User Contact**") trained in use of the Software who will provide First-Level Technical Support to your Authorized Users. "**First-Level Technical Support**" involves assisting Authorized Users with basic help and general FAQs concerning Software usage, understanding Software features and functionality, and verifying Software Errors. We reserve the right to charge at an hourly rate (on a time-and-materials basis) for support services provided (x) outside of our normal support hours, or (y) in connection with a request we reasonably determine is outside the scope of the Support Services described above, provided that we will provide you with a quote and obtain your approval before incurring any such charges.

e. Platform Availability. Provided that you, your Affiliates, and your Authorized Users comply with this Agreement, during the Term we will make the Platform Available for access and use over the Internet through the Website 24 hours a day, seven days a week, with ninety-nine and one-half percent (99.5%) Availability (calculated on a minutes-per-month basis), excluding un-Availability as a result of any of the Exceptions described below (the "**Availability Requirement**"). The Platform is "**Available**" if you are able to log in to the Platform and access Your Data. For purposes of calculating the Availability Requirement, the following are "**Exceptions**," and the Platform will not be considered un-Available due to any failure attributable, in whole or in part, to: (A) access to or use of the Software not in accordance with this Agreement and the Documentation; (B) your, your Affiliate's, or your Authorized User's Internet connectivity; (C) any Force Majeure Event; (D) any failure, interruption, outage, or other problem with any software, hardware, system, network, or other technology infrastructure that was not provided by us or is not part of our systems (including any problem with the Hosting Services Provider or any Eligible Third-Party Services); (E) scheduled downtime for routine maintenance of the Software (not to exceed ten hours per month) that occurs between 1:30 a.m. and 3:30 a.m. Eastern Time on weekdays and between noon and 4:00 p.m. Eastern Time on Saturdays; or (F) periods of time in which the parties have mutually agreed that unavailability is necessary (such as time for implementation of changes requested by you).

If we fail to meet the Availability Requirement, we will credit you 10% of the Monthly Software Subscription Fee for each full percentage point by which the warranted Availability is missed in a given month, to be applied against the next payment due from you or refunded if outstanding upon

termination or expiration of this Agreement; provided that the amount of such credit accumulating in any month shall not exceed the Monthly Software Subscription Fee; provided further that you have submitted to us a written request for credit within ninety (90) days of the end of the calendar month in which the Availability failure occurred. The "**Monthly Software Subscription Fee**" means (A) the recurring monthly Software subscription fee under the applicable Order for the impacted Software, if the Software subscription fees are billed on a monthly basis under the Order, (B) one third (1/3) of the then-current recurring quarterly Software subscription fee under the applicable Order, if billed quarterly in advance, or (C) one twelfth (1/12) of the then-current recurring annual Software subscription fee, if billed annually in advance. If the maximum credit is reached in any two consecutive months, you may terminate this Agreement upon written notice given within ninety (90) days of the end of the second such month and receive a Refund of Fees. THE REMEDIES SET FORTH IN THIS SECTION 15.e ARE YOUR EXCLUSIVE REMEDIES, AND OUR SOLE OBLIGATION AND LIABILITY TO YOU, FOR ANY FAILURE TO MEET THE ABOVE-DESCRIBED AVAILABILITY REQUIREMENT OR OTHER INTERRUPTION OR UNAVAILABILITY OF THE SOFTWARE DURING THE TERM.

16. Setup Services

Provided that you, your Affiliates, and your Authorized Users comply with this Agreement, we will perform the implementation, on-boarding, training, configuration, and other Setup Services ("**Setup Services**") that are mutually agreed upon by you and us and described in your Order. In connection with our performance of the Setup Services, you will: (a) reasonably cooperate with us in all matters relating to the performance of the Setup Services; (b) in a timely manner, provide all of Your Data reasonably necessary for us to complete such Services; (c) respond promptly to our requests to provide direction, information, approvals, authorizations, or decisions reasonably necessary for us to perform such Services in accordance with the Order; and (d) perform those additional tasks and assume those additional responsibilities specified in the Order. You accept that our performance is conditioned on and dependent on your timely and effective satisfaction of the foregoing responsibilities.

17. Eligible Third-Party Services

We do not provide, host, operate, or maintain the Eligible Third-Party Services or the application programming interfaces (APIs) or similar connectors provided by the third-party providers of the Eligible Third-Party Services that enable the Platform to transmit data to or from or otherwise interoperate with the Eligible Third-Party Services (collectively, the "**Eligible Third-Party IP**"). Unless otherwise expressly agreed to in writing, the following terms apply:

Your access to and use of the Eligible Third-Party IP is subject to and conditioned upon you obtaining, directly from the third-party provider of the Eligible Third-Party Services, appropriate and valid authorizations, rights, and licenses to access and use such Eligible Third-Party Services subject to a separate agreement between you and the third-party provider. You are solely responsible for obtaining such authorizations, rights, and licenses (and for complying with all limitations and restrictions and other terms of such authorizations and any related agreements between you and the third-party provider), and we will not obtain (and do not undertake to obtain) any such authorizations on your behalf.

Excluding the Platform product itself, you understand that we cannot and do not control, are not responsible for, make no representations or warranties regarding, and will not be liable to you, your Affiliates, your Authorized Users, or to any other person or entity (under any theory of liability) regarding the availability, quality, legality, functionality, performance, suitability, reliability, validity,

accuracy, completeness, security, timeliness, merchantability, fitness for a particular purpose, title, non-infringement, appropriateness, or usefulness of any Eligible Third-Party Services or Eligible Third-Party IP. We do not assume and will not have any liability or responsibility for Eligible Third-Party Services or Eligible Third-Party IP or for your or anyone else's use thereof or reliance thereon. Any concerns or questions about Eligible Third-Party Services must be directed to the third-party provider of the Eligible Third-Party Services (not us).

18. Subscription-Related Provisions: Confidentiality, Data Privacy, Fees, IP, Term

a. Confidentiality. In connection with receiving or providing the Software and Services during the Term, each party (each, a "**Discloser**") may disclose to the other party (the "**Recipient**") the Discloser's proprietary or confidential information (collectively, "**Confidential Information**"). During the Term and thereafter, the Recipient will not without the Discloser's written consent disclose Discloser's Confidential Information to any third party (other than our subcontractors as permitted in Section 14.c) nor use the Discloser's Confidential Information for any purpose except for carrying out its obligations or exercising its rights under this Agreement. Additionally, the Recipient shall implement reasonable administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality, or integrity of the Discloser's Confidential Information received by the Recipient, including the unauthorized or accidental acquisition, destruction, loss, alteration or use of, and unauthorized access to, Confidential Information.

All non-public information related to our Software and Services and the features, functionality, and performance thereof are our Confidential Information; Your Data (including Personal Information of your employees or other personnel) is your Confidential Information; and the terms of this Agreement and your Order are the Confidential Information of both of us.

These restrictions will not restrict the use or disclosure of information that (i) is or becomes publicly known other than as a result of any act or omission by the Recipient or its employees or agents, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser, or (iii) was already rightfully known by the Recipient prior to receipt from the Discloser. The Recipient may disclose the Discloser's Confidential Information to the extent legally compelled to do so pursuant to applicable law or a valid order of a court or governmental agency, provided that the Recipient must first give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such required disclosure.

b. Data Privacy.

(i) In General. We will store, use, and otherwise process any of Your Data that constitutes "personal information," "personal data," or "personally identifiable information" as defined under applicable laws (collectively "**Personal Information**") in all material respects in accordance with all applicable U.S. state and federal laws relating to the privacy and protection of Personal Information ("**Data Privacy Laws**"), including the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (collectively, "**CCPA**"), the Virginia Consumer Data Protection Act ("**VCDPA**"), the Colorado Privacy Act ("**CPA**"), the Connecticut Data Privacy Act ("**CTDPA**"), the Texas Data Privacy and Security Act, and other comprehensive state privacy laws as they take effect.

We will not access, use, handle, maintain, process, dispose of, or disclose Personal Information other than as permitted or required under this Agreement or Data Privacy Laws. We will limit dissemination of Personal Information to our employees and subcontractors who (A) need to know the information to enable us to perform our obligations or exercise our rights under this Agreement, and (B) are bound by confidentiality and data privacy obligations substantially equivalent to those provided for in this Agreement.

We will in good faith cooperate with you as may be reasonably required to enable you to comply with Data Privacy Laws, including by reasonably assisting you in complying with individuals' rights with respect to their Personal Information under Data Privacy Laws. If and to the extent Data Privacy Laws require additional clauses to be executed by us beyond those set forth in this Agreement (for example, a separate data processing addendum or standard contractual clauses), then you must notify us in writing of such requirement and we will in good faith review, negotiate, and consider adding such clauses as an addendum to this Agreement. In the absence of such notice you represent and warrant that no additional clauses are required.

(ii) Service Provider / Processor Status. You and we both agree that, with respect to Personal Information of consumers that you upload, transmit, or otherwise provide to or through the Software, you are a "business" or "controller" and we are a "service provider" or "processor" under the Data Privacy Laws. The business purpose for which we process Personal Information under this Agreement is the provision of the Software to you, your Affiliates, and your Authorized Users for access and use for the Permitted Use, and to enable provision of all related Services. During the Term and thereafter, we will:

(1) not retain, use, or disclose Personal Information for any purpose (including any commercial purpose) other than for the specific purpose of providing the Software and performing the Services contemplated by this Agreement;

(2) not retain, use, or disclose Personal Information outside of the direct business relationship between you and us;

(3) not "sell" Personal Information to or "share" Personal Information with any third parties (as those terms are defined in the CCPA and analogous Data Privacy Laws);

(4) not combine or update Personal Information we have collected pursuant to this Agreement with Personal Information we have received from another source or collected from our own interaction with the applicable consumer (outside of and separate from the provision of the Software and performance of the Services under this Agreement) unless expressly permitted by Data Privacy Laws;

(5) comply with all applicable sections of the CCPA, VCDPA, CPA, CTDPA, and other applicable Data Privacy Laws;

(6) cooperate with you in responding to and complying with consumers' requests made pursuant to Data Privacy Laws, including by enabling you to comply with consumer requests (provided that you must inform us of any consumer request that we must comply with and provide the information necessary for us to comply with the request);

(7) implement reasonable security procedures and practices appropriate to the nature of the Personal Information to protect it from unauthorized or illegal access, destruction, use, modification, or disclosure, in accordance with applicable law (including California Civil Code Section 1798.81.5);

(8) notify you after we make a determination that we can no longer meet our obligations under Data Privacy Laws; and

(9) provide reasonable assistance to enable you to conduct data protection assessments where required by applicable Data Privacy Laws.

You shall have the right to: (A) take reasonable and appropriate steps to ensure that we use Personal Information collected pursuant to this Agreement in a manner consistent with your obligations under Data Privacy Laws; and (B) upon notice, take reasonable and appropriate steps to stop and remediate our unauthorized use of Personal Information. We certify that we understand and will comply with the restrictions, duties, and obligations set forth in this Section 18.b.

If any consumer makes a request directly to us with respect to exercising privacy rights, we will promptly notify you and provide you with a copy of the request, inform the consumer that the request cannot be acted upon by us because the request has been sent to a service

provider/processor, and reasonably cooperate with you in your efforts to respond and act on the request in accordance with the requirements of applicable Data Privacy Laws, in each case unless legally prohibited from doing so.

As permitted and provided by Data Privacy Laws, nothing in this Section 18.b will prohibit us from retaining, using, or disclosing Personal Information in connection with: (1) retaining or employing another service provider/processor as a subcontractor, provided the subcontractor meets the requirements for a service provider/processor under Data Privacy Laws; (2) internal use to build or improve the quality of our Software or Services, provided that the use does not include building or modifying household or consumer profiles for use in providing services to another business, or correcting or augmenting data acquired from another source; (3) detecting data security incidents or protecting against fraudulent or illegal activity; (4) complying with applicable laws; (5) complying with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by governmental authorities; (6) cooperating with law enforcement agencies concerning conduct or activity that you, we, or a third party reasonably and in good faith believes may violate applicable law; or (7) exercising or defending legal claims.

For purposes of this Section 18.b, terms such as "business," "controller," "commercial purpose," "consumer," "personal information," "personal data," "processing," "share," "sell," "service provider," and "processor" shall have the meanings given to them under the applicable Data Privacy Laws.

c. Fees and Payment.

(i) Fees. You will pay to us the fees and charges set forth in your Order (the "**Fees**"), in accordance with the Order and this Section 18.c. In addition, all Software subscription Fees may, in our discretion, be increased not more than once per year if we notify you of the pending Fee increase at least 30 days prior to the Fee increase taking effect. Unless otherwise specified in your Order, in each Renewal Period all Software subscription Fees may, in our discretion, be increased for the Renewal Period by up to five percent (5%) above the Fees prevailing in the immediately prior initial term or renewal term (in addition to any increases corresponding to changes in usage or other pricing parameters) without additional notice. All purchases are final, all payment obligations are non-cancelable, and (except as otherwise expressly provided in this Agreement or in your Order) all Fees once paid are non-refundable.

(ii) Payment Terms. You will make all payments in U.S. dollars, in accordance with the payment schedule set forth on your Order or the applicable invoice. Unless otherwise specified, invoiced amounts are due 30 days from the invoice date. You are responsible for providing complete and accurate billing information and notifying us of any changes.

(iii) Taxes. Our Fees do not include taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, local, or other governmental or regulatory authority on any amounts payable hereunder, other than any taxes imposed on the Company's income.

d. Ownership and IP.

(i) Company IP. As between you and us, we are and will remain the sole and exclusive owner of all right, title, and interest in and to the Software and Documentation (excluding any of Your Data or Confidential Information), including all associated features, functionality, software, content, materials, and services made available thereon by us, including all new versions, Updates, configurations, revisions, derivative works, improvements, and modifications, the look and feel, ideas, algorithms, methods, and concepts underlying or embedded in any of the foregoing, and all related intellectual property rights (collectively, the "**Company IP**"). We are not granting you any right, license, or authorization with respect to the Company IP except as specifically provided in Section 13.

Nothing in this Agreement grants you any rights in or relating to the source code of the Software. We reserve all other rights in and to the Company IP.

(ii) Your Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title, and interest in and to all of Your Data, including all intellectual property rights relating to Your Data, subject to the rights you grant to us in this Section 18.d. You grant to us and our subcontractors all such rights and permissions in or relating to Your Data as are necessary or useful to: (A) perform the Services and provide the Software; (B) enforce this Agreement and exercise our rights and perform our obligations under this Agreement; and (C) build or improve the quality of our Software or Services, internally, provided that the use does not include building or modifying household or consumer profiles for use in providing services to another business, or correcting or augmenting data acquired from another source.

(iii) Usage Data. We may collect diagnostic, metadata, telemetry, technical, and other statistical information regarding your, your Affiliates', and your Authorized Users' use of and the performance of the Software ("**Usage Data**"), such as data on what features and functions are being used and to what extent and information about users' computers, systems, and software used to access the Software. We may use Usage Data for monitoring, enhancing, and improving the Software. Usage Data is not and will not be deemed to be Your Data under this Agreement.

(iv) Feedback. You may provide us with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Software ("**Feedback**"). You acknowledge and agree that: (A) you shall not retain, acquire, or assert any intellectual property right or other right, title, or interest in or to the Feedback; (B) we may have development ideas similar to the Feedback; and (C) we are not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of ownership of the Feedback is not possible due to applicable mandatory laws, you grant us and our affiliates an exclusive, transferable, irrevocable, free-of-charge, sublicensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) the Feedback in any manner and for any purpose.

(v) Publicity Rights. During the Term, you agree that we may, without separate written consent from you, include your name, trademarks, and logos on our website and in other sales and marketing materials in order to factually identify you as a current customer.

e. Term and Termination.

(i) Term. The initial term of this Part 2 commences on the first date you accept this Agreement and continues for the period specified in your Order as the "Initial Term" (the "**Initial Term**"). Thereafter, unless otherwise specified in your Order, this Part 2 will automatically renew for successive periods equal to the length of the "Renewal Period" specified in the Order (each, a "**Renewal Period**"), unless one party provides written notice to the other of its intent not to renew at least 30 days prior to the end of the then-current Initial Term or Renewal Period. The Initial Term and each Renewal Period (if any) are referred to collectively as the "**Term.**"

(ii) Termination for Cause. In addition to any other termination rights described in this Agreement, this Part 2 may be terminated prior to the end of the Term at any time by either party, effective when that party provides written notice to the other, if the other party materially breaches this Agreement and such breach (A) remains uncured 30 days after the non-breaching party provides written notice of such breach, or (B) is the second (or higher ordinal) breach of the limitations and restrictions in Section 13.b.

(iii) Effect of Termination. The exercise of any right of termination under this Agreement will not affect any rights of either party (e.g., rights to payment) that have accrued prior to the effective date of termination and will be without prejudice to any other legal or equitable remedies. If this Part 2 is terminated or expires, then: (A) all rights, licenses, and authorizations granted by one party to the

other will immediately terminate; (B) we may disable your, your Affiliates', and your Authorized Users' access to the Software; and (C) we each will cease all use of the other party's Confidential Information and (upon written request) promptly destroy or return all of the other party's Confidential Information.

(iv) Surviving Terms. This Section 18.e(iv) and Sections 18.a (Confidentiality), 18.b (Data Privacy), 18.d (Ownership and IP), 18.e(iii) (Effect of Termination), Part 1 Sections 6 and 7 (Website IP and Submissions), and all of Part 3 will survive any expiration or termination of this Agreement.

f. Representations and Warranties.

(i) By You Regarding Your Data. You represent and warrant that: (A) your, your Affiliates', and your Authorized Users' collection and use of all of Your Data (including your choice to upload and process Your Data to and through the Software) and your Confidential Information is consistent with your own privacy policy and your license and other agreements with third parties; (B) you either own, or have all rights, permissions, and consents that are necessary to permit us, our subcontractors, and the Software to store, use, and otherwise process as contemplated in this Agreement, all of Your Data and your Confidential Information; (C) our and our subcontractors' access to and storage, use, and other processing of Your Data and your Confidential Information (including all Personal Information included therein) in accordance with this Agreement does not and will not violate any applicable law, rule, or regulation or infringe, misappropriate, or otherwise violate any intellectual property right, privacy right, or other right of any person or entity. You will defend us from and against any Claims brought by a third party, and you will indemnify and hold us harmless from any Losses associated with such third-party Claims, in each case to the extent the same are based on allegations that you, your Affiliate, or your Authorized Users (or any other employee, contractor, or agent under your control or direction or acting on your behalf) have breached any representation or warranty in this Section 18.f(i).

(ii) By Us Regarding Our Services. We warrant that we will perform the Support Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. If you provide written notice of any such Services not performed in accordance with this Section within 30 days after completion thereof, we will re-perform such non-conforming Services at no additional cost to you. THE PROMPT RE-PERFORMANCE OF SERVICES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY, AND THE COMPANY'S ONLY AND ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF THE WARRANTY IN THIS SECTION 18.f(ii).

(iii) By Us Regarding Our Software. We warrant that the Software will at all times during the Term substantially conform in all material respects with its Documentation and the written specifications expressly set forth by you and us (if any) in your Order. The warranty does not apply to any non-conformance resulting from: (x) use of the Software in a manner inconsistent with this Agreement or its Documentation; (y) the availability of, operation of, or access to your, your Affiliate's, your Authorized User's, or a third party's software, systems, or networks (including any Eligible Third-Party Services or Eligible Third-Party IP); or (z) Your Data. If we breach the warranty set forth in this Section 18.f(iii), we will, at our sole option and expense, take any of the following steps to remedy such breach: (A) modify, fix, or correct the Software; (B) replace the non-conforming portion of the Software with functionally equivalent software; or (C) if the remedies in clauses (A) and (B) are not feasible by commercially reasonable standards, terminate this Agreement and promptly refund to you on a pro rata basis the share of any Software subscription fees prepaid by you for the future portion of the applicable subscription term that would have remained but for such termination (a "**Refund of Fees**"). If we do not cure a warranty breach or terminate this Agreement as permitted by the immediately preceding sentence within 30 days after our receipt of written notice of such breach, you will have the right to terminate this Agreement and we will promptly provide a Refund of Fees.

THE REMEDIES SET FORTH IN THIS SECTION 18.f(iii) SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY, AND THE COMPANY'S ONLY AND ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF THE WARRANTY IN THIS SECTION 18.f(iii).

g. Platform Indemnification by Us. We will defend you from and against any Claims brought by a third party, and will indemnify and hold you harmless from any Losses associated with such third-party Claims, in each case to the extent the same are based on allegations that the Software or your use thereof (excluding Your Data or Confidential Information) infringes any U.S. patent, copyright, or trademark of such third party, or misappropriates the trade secret of such third party (each, an "**Infringement Claim**"). We will have no liability or obligation with respect to any Infringement Claim to the extent based upon or arising out of: (i) access to or use of the Software in combination with any hardware, system, software, network, or other materials or service not provided by us (or authorized in the Documentation or otherwise in writing by us); (ii) modifications or configurations made to the Software by anyone other than us or a party acting under our direction without our prior written consent; or (iii) any action taken by you, your Affiliate, or any Authorized User relating to use of the Software that violates this Agreement. If the Software is, or in our opinion is likely to be, the subject of an Infringement Claim, or if your, your Affiliate's, or any Authorized User's use of the Software is enjoined or threatened to be enjoined, we will, at our option and our sole cost and expense: (A) obtain the right for you to continue to use the allegedly infringing Software as contemplated by this Agreement; (B) modify or replace the allegedly infringing Software to make such Software non-infringing, without causing a material loss of features or functionality; or (C) if the remedies in clauses (A) and (B) are not feasible within commercially reasonable standards, terminate this Agreement upon written notice and promptly provide a Refund of Fees.

PART 3 — GENERAL PROVISIONS (APPLICABLE TO ALL USERS)

19. Dispute Resolution and Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. YOU HAVE A RIGHT TO OPT OUT OF THIS SECTION WITHIN 30 DAYS AS DESCRIBED BELOW.

a. Informal Resolution. Before initiating any formal proceeding, you and we agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement, the Services, our products, or any communications between us (each, a "**Dispute**") informally. You will send a written notice of dispute to **info@nimble-energy.com** (subject line: "Notice of Dispute") describing the nature and basis of the Dispute and the relief sought, and the parties will attempt in good faith to resolve the Dispute through informal negotiation for at least 60 days. If the Dispute is not resolved within that period, either party may proceed to arbitration as described below.

b. Binding Individual Arbitration. Except as provided in Sections 19.d and 19.e, all Disputes will be resolved by **binding individual arbitration** administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and, where applicable, its Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Agreement. The arbitration will be conducted by a single arbitrator. The seat of arbitration is **Wilmington, Delaware.** The arbitration may be conducted in person, by submission of documents, by telephone, or online, as agreed by the parties or directed by the arbitrator. The arbitrator's decision will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.

c. Class Action Waiver. YOU AND WE EACH AGREE THAT ANY DISPUTE WILL BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR MASS ACTION OR PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If a court or arbitrator decides that this class action waiver is unenforceable as to a particular claim or remedy, then that claim or remedy (and only that claim or remedy) must be severed from arbitration and may be brought in court, with all other claims proceeding in arbitration.

d. Small Claims Court. Notwithstanding anything to the contrary, either party may bring an individual action in small claims court for Disputes that qualify, so long as the matter remains in such court and proceeds only on an individual (non-class, non-representative) basis.

e. Equitable Relief; IP and Confidentiality. Notwithstanding anything to the contrary, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or enjoin the actual or threatened infringement, misappropriation, or violation of that party's intellectual property rights, Confidential Information, or unauthorized use of the Services.

f. 30-Day Opt-Out. You may opt out of this Section 19 (other than Section 19.e) by sending a written notice to **info@nimble-energy.com** (subject line: "Arbitration Opt-Out") and to 148 Coley Ct, Pittsboro, NC 27312, within **30 days** of the date you first accept this Agreement. The notice must include your name, address, and a clear statement that you wish to opt out of the arbitration and class-action waiver provisions of these Terms of Service. If you opt out within this period, you will not be bound by Sections 19.b or 19.c, but the remainder of this Agreement will continue to apply. Opting out has no effect on any other agreement you have with us or may have with us in the future.

g. Mass Arbitration Procedures. If 25 or more similar claims for arbitration against us are submitted by or on behalf of represented claimants by or with the assistance of the same law firm or coordinated group of law firms (collectively, "**Coordinated Claimants**"), the parties agree that the claims may be administered by AAA in batches of 50 (or fewer if fewer remain). Each batch will be administered to conclusion (including any settlement, withdrawal, or final award) before the next batch begins. Filing fees and arbitrator fees for claims grouped within a batch may be subject to AAA's mass-arbitration supplementary rules then in effect. The parties will cooperate in good faith to implement this batched process and to avoid duplicative proceedings.

h. Fees and Costs. Each party will bear its own attorneys' fees and costs in any arbitration, except as the arbitrator may otherwise award under applicable law. Filing and administrative fees are governed by the AAA Rules; if you are a consumer claimant and the AAA Consumer Arbitration Rules apply, we will pay the portion of any AAA fees in excess of the amount you would have paid to file a comparable claim in court, unless the arbitrator determines your claim is frivolous.

i. Survival. This Section 19 survives any termination or expiration of this Agreement.

20. Governing Law

This Agreement is governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. For any Disputes not subject to arbitration under Section 19, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **New Castle County, Delaware**, and waive any objection to such jurisdiction or venue, except as required by applicable consumer-protection law.

21. Changes to This Agreement

We may revise and update this Agreement from time to time in our sole discretion; provided, however, that, during the Term of a Platform subscription, we will not without your prior written consent make any revisions, updates, or other changes to this Agreement in a manner that is materially adverse to you by either (a) reducing our express obligations to you under this Agreement, or (b) altering our express representations, warranties, indemnities, or limitations of liability. Via a conspicuous posting on the Website or within the Platform, or via notice by email to the email address we have on file for you, we will notify subscribers of any material changes to this Agreement. Changes to this Agreement are effective 30 days after we notify you (the "**Notification Period**") with respect to subscribers, and immediately upon posting with respect to non-subscribers, in each case unless a later effective date is specified. If we make a change to this Agreement that has a material adverse effect on your operations as a subscriber, then you may notify us in writing of the material adverse effect and may, immediately upon written notice to us, terminate this Agreement if we do not cure this condition prior to the end of the Notification Period. Your continued use of the Services following the end of the Notification Period (or, for non-subscribers, following the effective date of the change) means that you accept and agree to the changes. You must immediately discontinue use of the Services if you do not want to agree to the revised Agreement.

22. Notices

All notices under this Agreement must be in writing and may be delivered by electronic mail, certified or registered mail, overnight courier, or personal delivery. Notices to us must be sent to **info@nimble-energy.com** or to **Nimble Energy, Inc., 148 Coley Ct, Pittsboro, NC 27312**. Notices to you may be sent to the email address or postal address you provided to us, or as specified in your Order.

23. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement in its entirety without the other party's consent to its affiliates or to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

24. Disclaimer of Warranties (General)

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTIONS 18.f(ii) AND 18.f(iii), THE WEBSITE, THE SERVICES, ALL COMPANY IP, AND ALL CONTENT MADE AVAILABLE THROUGH ANY OF THE FOREGOING ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE ACCURATE OR RELIABLE. ANY ESTIMATES, MODELS, OR RESULTS PRODUCED BY THE SAVINGS CALCULATOR OR THE PLATFORM ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE A GUARANTEE OF ENERGY OR FINANCIAL SAVINGS.

25. Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU, YOUR AFFILIATES, YOUR AUTHORIZED USERS, OR TO ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND OR NATURE (INCLUDING

DIRECT DAMAGES) IN EXCESS OF, FOR PLATFORM SUBSCRIBERS, THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING YOUR FIRST CLAIM AGAINST US HEREUNDER, AND, FOR USERS WHO ARE NOT PLATFORM SUBSCRIBERS, ONE HUNDRED U.S. DOLLARS ($100). ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE HAVE ANY LIABILITY WITH RESPECT TO OUR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

26. Indemnification by You (General)

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Nimble Energy, its affiliates, and their respective officers, directors, employees, agents, and licensors from and against any and all third-party Claims and Losses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Services in violation of this Agreement or applicable law; (b) any Submissions or content you provide to us; (c) your violation of any third-party right, including any intellectual property, privacy, or publicity right; or (d) your breach of any representation or warranty in this Agreement.

27. Equitable Remedies

Each party acknowledges and agrees that a breach or threatened breach by such party of its obligations under Section 13.b (Limitations and Restrictions) or Section 18.a (Confidentiality) of this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

28. Force Majeure

Neither party will be liable for any delays or non-performance of its obligations arising out of actions or decrees of governmental authorities (including enactment or adoption of law or regulation) following the first date you accept this Agreement, criminal acts of third parties, telecommunication failures not caused by a party, problems with equipment or software provided by other parties, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, pandemics, or fire, or other similar causes not within such party's reasonable control (each, a "**Force Majeure Event**"). In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

29. Entire Agreement; Severability; Waiver

This Agreement and each Order together constitute the entire agreement between the parties on the subject matter hereof, and supersede all prior negotiations, understandings, or agreements (oral or written) and all past dealing or industry custom. We are not and will not be bound by (and we hereby expressly reject throughout the Term) any of the terms and conditions of (or that may be incorporated by reference in) any other purchase order, receipt, acceptance, confirmation, or other correspondence provided by you. No change, consent, or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. Any delay or failure of either party to enforce its rights under this Agreement will not be construed as a waiver. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

30. No Third-Party Beneficiaries; Independent Contractors

This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit, or remedy under this Agreement. The relationship between the parties is that of independent contracting parties. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner.

31. Conflict in Terms; Counterparts

If there is a conflict between this Agreement and your Order, the terms of the Order shall govern; provided that nothing in your Order may modify or supersede anything in Sections 13.b, 18.d, 18.f, 18.g, 19, 24, 25, or 26 of this Agreement unless an express cross-reference is made to the relevant provision of this Agreement in the Order and the parties have expressly agreed in the Order to modify the relevant provision. This Agreement and each Order may be executed in counterparts, each of which is deemed an original. A signed copy of this Agreement or an Order delivered by facsimile, electronic mail, or other electronic means is deemed to have the same legal effect as delivery of an original.

32. Definitions

Capitalized terms have the meanings given in this Agreement, including the following:

- "**Affiliate**" means another entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with you. "Control" means the power to direct or cause the direction of the management and policies of an entity through the ownership of more than 50% of the voting securities of the entity.
- "**Authorized User**" means your (or your Affiliates') employees, independent contractors, consultants, agents, subcontractors, vendors, or other service providers who access and use the Platform by and through your account, in each case so long as such access and use is in furtherance of (or in order to support) the Permitted Use of the Software under this Agreement.
- "**Claim**" means any investigation by a governmental body, claim, suit, action, or proceeding.
- "**Documentation**" means the then-current online, electronic, and written user documentation and guides we make available to you, your Affiliates, and your Authorized Users describing the functionality, components, features, or requirements of the Software, as we may update from time to time.

- "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system, or network or (b) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.
- "**Loss**" means any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification and the cost of pursuing any insurance providers.
- "**Order**" means the order form, order purchase confirmation page, check-out page, or similar ordering webpage, landing page, or written document presented and offered to you by us and confirmed or otherwise accepted by you, in each case that references this Agreement. An Order may specify applicable pricing and fees, a limit to the number of Authorized Users who may use the Software, how long you are authorized to use the Service, and other terms.
- "**Permitted Use**" means your internal use to monitor, analyze, and manage building operations and utility costs and usage, in the ordinary course of operations of your business or organization, as well as any other Permitted Uses expressly specified in your Order.
- "**Your Data**" means information, data, records, or other materials that are submitted to or uploaded directly by you, your Affiliate, or an Authorized User by or through the Software for the purposes of being processed using the Platform.

33. Contact

If you have questions about this Agreement, please contact us:

Nimble Energy, Inc.
148 Coley Ct, Pittsboro, NC 27312
Email: info@nimble-energy.com
Phone: (919) 389-1796

Addendum No. 1

This Addendum No. 1 ("Addendum") is attached to and incorporated into that certain Software as a Service Agreement (the "Agreement") and Order Form by and between Nimble Energy, Inc. ("Company") and the City of Mobile, Alabama ("Client" or "City").

This Addendum is made a part of the Agreement as if fully set forth therein and shall be deemed incorporated into the Agreement upon execution by the parties.

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The following clauses should be incorporated into the Nimble Energy, Inc. Agreement:

Definitions:

CONFIDENTIAL INFORMATION

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "Recipient") prior to the time of disclosure by the other party (the "Disclosing Party"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law, including the Alabama Public Records Law, or order of a court of competent jurisdiction or regulatory authority.

CLIENT DATA

All data supplied by or on behalf of the Client in connection with the Client's use of the software under this Agreement shall be defined as "Client Data." The Client will be responsible for the accuracy and completeness of all Client Data provided to Nimble Energy, Inc.. The Client shall retain exclusive ownership of all Client Data and such Client Data shall be deemed to be the Client's Confidential Information.

I. CLIENT DATA & SECURITY

A. Nimble Energy, Inc. will use commercially reasonable efforts to prevent the loss or damage to Client Data in its possession and will maintain commercially reasonable

back-up procedures and copies to facilitate the reconstruction of any Client Data that may be lost or damaged by Nimble Energy, Inc. Nimble Energy, Inc. will maintain a comprehensive information security program designed to protect Nimble Energy, Inc. Software and hosted Services and Client 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, Nimble Energy, Inc. 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.
3. An Information Security Management System ISO/IEC 27001 certification for the hosting datacenter

B. Furthermore, Contractor shall provide and maintain standardized security protection mechanisms and systems in use by Nimble Energy, Inc. 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. Nimble Energy, Inc. acknowledges that it is responsible for maintaining the security and privacy of the Client'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 Nimble Energy, Inc. experiences a Security Breach, it will promptly, and not later than within twenty-four hours of discovery, notify the Client in writing of any loss, damage, or unauthorized access of Client Data.

II. HOSTING & INFRASTRUCTURE SECURITY

A. System Availability

Nimble Energy, Inc. 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, or unavailability outside of its general control not to exceed seventy-two (72) hours per calendar year. Nimble Energy, Inc. 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) Client 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 Nimble Energy, Inc. fails to cure during such notice period.

B. Security Incident Notification

Nimble Energy, Inc. shall notify the Client without undue delay and in no event later than twenty-four (24) hours after discovery of any security incident, breach, loss, damage, or unauthorized access involving Client Data, and immediately (same day) if the incident materially disrupts operations or threatens safety, or earlier if required by applicable law. Initial notice shall describe known facts, affected systems/data, preliminary containment steps, and a point of contact. Nimble Energy, Inc. shall (i) promptly take all necessary containment, mitigation, and remediation; (ii) cooperate fully with the Client, including access to relevant logs and personnel; (iii) preserve evidence; and (iv) within ten (10) business days provide a written root-cause analysis and corrective-action plan. Required notifications to individuals/regulators, credit monitoring, call-center support, forensics, and similar costs-to the extent caused by Nimble Energy, Inc. or its Subprocessors-are not Operating Expenses, are outside any NTE, and are borne by Nimble Energy, Inc., notwithstanding any limitation of liability. No public announcement regarding a Security Incident shall be made without the Client's prior written approval, except as required by law.

C. Within U.S. Nimble Energy, Inc. shall not transmit any Client Data to any entity or individual outside the United States.

D. Data Return. In the event this agreement is terminated for any reason, Nimble Energy, Inc. will provide the Client with a copy of all documents, metadata, and user created accessible data in a mutually agreed, machine-readable open format within 30 calendar days of notification, for no additional cost.

E. Nimble Energy, Inc. shall not assert, and shall ensure no third-party asserts, any lien, lockout, or other restriction that impedes the Client's continuous access to Client Data or to systems necessary to export Client Data, including during disputes, nonpayment, or transition assistance.

III. ACCESSIBILITY & COMPLIANCE

A. **Accessibility Standards**

The Software shall comply with the latest version of the Web Content Accessibility

Guidelines (WCAG) Level AA and applicable requirements under the Americans with Disabilities Act (ADA), ensuring accessible use by individuals with disabilities.

B. **Ongoing Compliance**
Nimble Energy, Inc. shall maintain accessibility compliance throughout the Term of this Agreement. Any updates, modifications, or enhancements to the Software that may affect accessibility shall be subject to prior review and written approval by the Client.

C. **Audit Rights**
Client shall have the right during the Term of this Agreement to conduct accessibility testing of Nimble Energy, Inc. Software to assess compliance with applicable accessibility standards, including but not limited to the latest version of WCAG Level AA. If such testing reveals accessibility deficiencies, Nimble Energy, Inc. shall, at its own expense, use commercially reasonable efforts to remediate all identified issues within forty-five (45) calendar days of written notice from the Client. Failure to timely remediate the identified issues shall constitute a material breach of this Agreement .

IV. TECHNICAL SUPPORT AND MAINTENANCE

A. **Support Hours.**
Nimble Energy, Inc. shall provide technical support to the Client during standard business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM Central Standard Time (CST), excluding recognized holidays.

Nimble Energy, Inc. shall respond to reported issues in accordance with the severity classification assigned by the Client . 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 Client 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 Client 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 Nimble Energy, Inc. support team, and an update shall be provided to the Client.

Nimble Energy, Inc. shall maintain an internal escalation matrix to ensure timely and effective resolution of reported issues. Upon request, it shall provide the Client with a copy of the escalation procedures and contact list.

V. Indemnification

Nimble Energy, Inc. shall indemnify, defend and hold harmless Client 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 Nimble Energy, Inc negligent, reckless, or intentional acts or omissions in its performance under this agreement, including but not limited to, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Nimble Energy, Inc. will defend at its expense or settle any third-party claim against Client alleging that the Services provided under this Agreement infringe intellectual property rights; and Nimble Energy, Inc. will pay infringement claim defense costs, Nimble Energy, Inc. negotiated settlement amounts and damages finally awarded by a court; provided that Nimble Energy, Inc. shall have no obligation for any such claim to the extent arising from Client's misuse or modification of the Services, combination of the Services with items not provided by Nimble Energy, Inc., 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.

VI. Insurance

A. During the term of this Agreement, Nimble Energy, Inc. shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a licensed insurance professional 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 Client shall be given written notice of such alteration or termination delivered to Client 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 Client 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 Client as an additional insured.

D. Nimble Energy, Inc.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/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.

VII. 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).

CITY OF MOBILE:
Brittney Wilkerson
Energy/Environmental Specialist
Public Safety Office of Resiliency
brittney.wilkerson@cityofmobile.gov
(678) 972-22111

CITY OF MOBILE – LEGAL:
Attention: Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

NIMBLE ENERGY, INC.
Jeff Soplop
CEO
148 Coley Ct.
Pittsboro, NC 27312
jeff@nimble-energy.com
(919)389-1796

VIII. 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.

IX. Publicity

Neither Party shall use the name, trademarks, logos, insignia, or other identifying marks of the other Party in any advertising, marketing materials, press releases, promotional materials, endorsements, public announcements, or other publicity without the other Party's prior written consent in each instance. Nimble Energy, Inc may identify the City solely as a factual Client reference, subject to the City's prior written approval of the form, content, and context of such use. Any approved use shall comply with applicable trademark usage guidelines provided by the owning Party. Nothing in this Agreement shall be construed as granting either Party any ownership interest in or license to use the other Party's trademarks or identifying marks except as expressly authorized herein.

X. Anti-Boycott.

Nimble Energy, Inc. 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

XI. Anti-Discrimination.

Nimble Energy, Inc 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 Nimble Energy, Inc entities performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability

XII. Compliance with 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of

this provision shall be deemed in breach of this Agreement and shall be responsible for all direct damages resulting therefrom.

XIII. Unauthorized Obligations.

A. When any supply or service acquired under this Agreement is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement incorporated into to this Agreement which includes any clause requiring the City to indemnify the Servicer or any person or entity for damages, costs, fees, or any other loss or liability that would create an Alabama Municipal Anti-Deficiency Provision in violation (Ala. Code § 11-44C-67), the following shall govern:

1. Any such clause is unenforceable against the City.

2. Neither the City nor any City-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through a City signatory or an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the City or any City authorized end user to such clause.

3. Any such clauses are deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

4. The City does not agree to any provision that limits the Service Provider's direct liability for its own acts, omissions, negligence, breach of contract, or failure to perform under this Agreement or Exhibits made the basis hereof. Any contractual term purporting to cap or restrict the Service Provider's liability to third parties or to the City based upon the amount of fees or compensation paid under this Agreement is rejected and shall be of no force or effect. Notwithstanding the foregoing, and solely with respect to the Service Provider's contractual obligation to indemnify and reimburse the City for claims asserted against the City arising out of the Service Provider's performance of this Agreement, the parties agree that such indemnification obligation shall not exceed **Three Hundred Thousand Dollars ($300,000) per occurrence**, which corresponds to the City's maximum statutory tort exposure under Alabama law. This limitation applies only to the Service Provider's duty to indemnify and reimburse the City and shall not be construed to limit or waive the Service Provider's direct liability to any third party, nor shall it apply to claims arising from the Service Provider's gross negligence, willful misconduct, or violation of law. The Service Provider shall remain fully responsible for all damages, losses, claims, and

costs arising out of or relating to its acts or omissions to the fullest extent permitted by law.

5. Nothing contained in this agreement or Exhibits attached hereto shall be deemed to constitute, either as to the Servicer, or as to third parties, a waiver of any statutory damage caps set forth in Ala. Code § § 11-47-190 and 11-93-2, as the same may be amended from time to time, and in any other statutes and case law.

IV. City Funding and Termination.

A. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Nimble Energy, Inc. The City shall promptly notify Nimble Energy, Inc. if the necessary appropriation is not made. As such, the City shall have the right at any time upon thirty (30) calendar days' written notice to Nimble Energy, Inc. to terminate the services. The City shall pay and Nimble Energy, Inc. shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services period.

NIMBLE ENERGY

Nimble Energy™ Order Form

Software Subscription, Implementation, and Support

This Order is made between the **City of Mobile, Alabama** (*"Customer"* or *"you"*) and **Nimble Energy, Inc.** (*"Company"* or *"we"*). This Order incorporates by reference, forms a part of, and is subject to all terms and conditions set forth in the Nimble Energy™ Terms and Conditions, available online at https://privacy.nimble-energy.com/terms-of-service (the *"Agreement"*). By executing this Order, Customer agrees to and accepts the Agreement. This Order is **entered** as date of execution *"Effective Date"* All defined terms used but not defined in this Order have the meanings given in the Agreement.

Company Primary Contact	Customer Primary Contact
Jeff Soplop CEO jeff@nimble-energy.com 919-389-1796	**Brittney Wilkerson** Energy/Environmental Specialist Public Safety – Office of Resiliency brittney.wilkerson@cityofmobile.gov (678) 972-2211

1. Software Subscription and Fees

Subject to the terms and conditions of the Agreement, you order and we agree to provide a subscription for you to access and use the Software, in exchange for the fees and for the subscription period set forth below.

Software Description	Subscription Term	Annual Fee
Empower Platform Subscription **Tier:** up to 350 utility accounts Utility analytics, AI-driven anomaly detection with root cause analysis, project tracking, M&V, budget forecasting, reporting, and rate analysis.	Initial Term: 12 months commencing on the Effective Date. Auto-renewing for additional 1-year terms unless cancelled in accordance with the Agreement.	**$12,700**
Utility Bill Automation Subscription **Tier:** up to 350 utility accounts Automated utility bill collection, AI-driven bill validation, QA, cost allocation, and performance dashboards.	Initial Term: 12 months commencing on the Effective Date. Auto-renewing for additional 1-year terms unless cancelled in accordance with the Agreement.	**$16,500**
Total Subscription Fees (per year) *Subscription fees are payable on the Effective Date unless otherwise specified*		**$29,200**

2. Set-Up Services Description and Fees

Subject to the terms and conditions of the Agreement, under this Order we agree to provide the following Setup Services:

NIMBLE ENERGY

Service Description	Included Scope	One-Time Fee
Empower Platform Implementation Tier: up to 350 utility accounts	Configuration of the Empower software platform based on your facilities, utilities, accounts, and meters. Establish analytics dashboards, alerts, and reports. Live virtual training sessions covering all included functionality and questions.	**$2,500**
Utility Bill Automation Setup Tier: up to 350 utility accounts	Establish data fetching from utility vendor portals and/or upload process for all bill accounts. Digitize, load, and QA available historical bill data and map to the appropriate facilities, meters, and accounts in the Empower platform.	**$3,000**
Total One-Time Fees *One-time fees are payable on the Effective Date unless otherwise specified*		**$5,500**

3. Summary

Item	Amount
Total Annual Subscription Fees (per year)	**$29,200**
Total One-Time Set-Up Fees	**$5,500**
Total First Year Cost (one-time plus annual)	**$34,700**

The term shall continue for (1) year. At the end of the one-year period, the term will renew for an additional one-year period, upon mutual written agreement of all Parties

4. Purchase Terms

- No sales tax is included in this Order.
- Payment terms are net 30 days.
- Initial invoice delivered on the Effective Date of this Order. Subsequent annual invoices delivered 30 days prior to each annual anniversary of the then-current term.
- Auto-renewing for additional 1-year terms unless cancelled in accordance with the Agreement.
- Annual subscription fees are subject to an escalator at each Renewal Term as described in the Agreement.
- There are no limits on the number of users or live training requests from your organization throughout the subscription term.
- Subscription Agreement and Terms are located online at https://privacy.nimble-energy.com/terms-of-service and are incorporated by reference into this Order.

5. Available Add-On Modules

The Empower platform is extensible and can grow with the City's needs. The following add-on modules are available and can be added at any time:

NIMBLE ENERGY

- **Interval Data Analytics:** 15-minute consumption data for deeper load analysis, demand management, and equipment performance monitoring.
- **Submeter Integration:** Direct integration of submeters for granular building-level and end-use visibility, useful for tying project outcomes to specific systems within larger facilities.
- **Solar and Battery Storage Integration:** Automated monitoring and economic analysis for renewable and storage investments as the City's clean energy portfolio expands.
- **EV Charging Integration:** Integrates EV charging data, separates EV usage from facility consumption, and supports cost recovery.
- **Natural Language Queries via MCP:** Query energy data in plain English through ChatGPT, Claude, and Gemini, with data-backed answers in seconds.
- **Public Dashboards:** Public-facing energy dashboards for community transparency.
- **Finance System Exports:** Automated AP data feeds and exports for the City's financial systems, configurable by department and account type.

6. Procurement

Nimble Energy is available through the Interlocal Purchasing System (TIPS), a national cooperative purchasing program that lets public agencies use already-competed contracts to procure goods and services. Nimble Energy's TIPS contract number is 260105, which offers the City a streamlined procurement path that can save significant time compared to running a separate RFP.

The pricing in this Order is presented as a direct purchase. If the City elects to procure through TIPS, Nimble Energy can provide a TIPS-compliant version of this order form on request. More information on Nimble Energy's TIPS contract is available here.

This Order, and the Company's provision of all Software and Services, shall be governed by the Agreement, and Addendum No. 1. This Order may not be modified except by the execution of a new, written Order signed by both of us. The parties hereby execute this Order as of the Effective Date listed above.

NIMBLE ENERGY, INC. Signature / Date: 8/20/2026 Name: Jeff Soplop Title: CEO	

State of North Carolina)
County of ~~Chatham~~ Durham)

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jeff Soplop whose name as CEO of Nimble Energy, Inc. a Delaware corporation headquartered in North Carolina, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof I hereunto set my hand and official seal on this 20 day of August 2026.

Notary Public Denise Stinnett Miles
Print Denise Stinnett Miles
My commission expires: 04/03/2031 (Seal)

DENISE STINNETT MILES
Notary Public
Durham County
North Carolina
My Commission Expires Apr. 3, 2031

NIMBLE ENERGY

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
Barry Glisson, Interim Chief - Fire

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
One-year contract with North America Fire Equipment Company, Inc , renewable for two 1-year periods for uniforms for MFRD.

Amount of Contract:
NTE $500,000.00 per year

Funding Source
General fund.

ATTACHMENTS:
1. 2026 NAFECO MFRD Agenda Package

REVIEWERS:
Donald Rose
Logan Gewin
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: August 18, 2026 (Date) Item No. _____

Submitted by: MFRD (Department) Barry Glisson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Curtis Graves (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with North America Fire Equipment Company, Inc.

PURPOSE & SCOPE OF PROJECT:
One-year contract with North America Fire Equipment Company, Inc , renewable for two 1-year periods for uniforms for MFRD.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $500,000.00 per year

FUNDING SOURCE:

Budget Item: General fund. Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: BuyBoard cooperative purchasing agreement, not on state contract

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

How many bidders submitted bids (if applicable): _____

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and North America Fire Equipment Company, Inc., for uniforms for Mobile Fire Rescue Department, in an amount not to exceed $500,000.00 per year, as appropriated funds are available, for one year, renewable for two additional one year periods, then further renewable on a month-to-month basis, without further approval by Council, as outlined in the agreement amendment attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

FIREFIGHTER UNIFORM AGREEMENT
BETWEEN CITY OF MOBILE AND NAFECO
(HEREINAFTER "AGREEMENT")

BETWEEN the City:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

North America Fire Equipment Company, Inc.
1515 West Moulton St.

FIREFIGHTER UNIFORM AGREEMENT
BETWEEN CITY OF MOBILE AND NAFECO

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and North America Fire Equipment Company, Inc. (NAFECO) hereinafter referred to as "Contractor."

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

WHEREAS, the City desires to purchase uniforms for the Mobile Fire-Rescue Department, and

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

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

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of this Firefighter Uniform Agreement (the "Project"), in accordance with the scope of services made part of this Agreement as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 The initial term of this agreement shall commence immediately upon execution by both the City and the Contractor and shall continue for a period of one (1) year or twelve (12) months, the Parties may extend the term for two additional one-year periods upon mutual written agreement signed by both parties. At the completion of the third year, upon mutual written agreement signed by both parties, the contract may continue on a month-to-month basis, with all provisions of the agreement remaining in force.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City's aggregate annual expenditures under this Agreement shall not exceed $500,000.00. The City shall pay Contractor only for goods ordered and accepted by the City in accordance with the prices set forth in Exhibit B.

3.2 Nothing in this Agreement shall be construed as a guarantee that the City will purchase any minimum quantity of goods.

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

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Fire Chief Barry Glisson indicating that services have been rendered in conformity with this Contract.

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

4.3 The Contractor's invoices shall be in a form satisfactory to the City's Fire Chief Barry Glisson who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

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

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

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions,

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

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

7.0 CONTRACTORS INSURANCE

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

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Agreement shall comply with the terms set forth in this Agreement. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

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

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

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City further

reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

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

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

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

9.0 TIME FOR PERFORMANCE

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

10.0 FORCE MAJEURE

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

11.0 OBLIGATIONS OF THE CITY

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

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

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

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

12.0 TERMINATION

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

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

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

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

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

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

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

13.0 DISPUTE RESOLUTION

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

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

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

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

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

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

14.0 CONTRACTOR WARRANTY

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

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

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

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

15.0 SUSPENSION/STOP WORK ORDER

15.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Fire Chief Barry Glisson or the Director's designated representative, Fire District Chief Jason Browne.

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

CITY:
City of Mobile Fire-Rescue Supply
c/o Victoria Richardson
As: City's Authorized Agent
2851 Old Shell Rd.
Mobile, AL 36607
251-208-7064
richardsonv@cityofmobile.gov

CONTRACTOR:
North America Fire Equipment Company, Inc.
c/o Ronald Woodall
Contractor's Authorized Agent
2601 Beltline Rd. SW
Decatur, AL 35601
251-227-4149
Ronald.woodall@nafeco.com

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

17.0 DEFAULT/ BREACH

17.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) failure to comply with safety standards, resulting in hazardous conditions or accidents, 13) violation of confidentiality or data protection requirements outlined in the contract, 14) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 15) failure to provide required reports, documentation, or certifications within specified timelines, 16) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 17) failing to comply with written directives from the City to correct specific issues or deficiencies, 18) subcontractor abandonment or unauthorized substitution of key personnel, 19) unauthorized cessation of work or delays caused by disputes with subcontractors, 20) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 21) misuse of funds allocated

for specific tasks or deliverables, 22) failure to maintain adequate security measures for sensitive information or physical assets, 23) providing false claims for payments, reimbursements, or change orders, 24) failing to meet requirements for workforce certifications or qualifications outlined in the contract

18.0 EFFECT OF DEFAULT

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

19.0 WITHHOLDING PAYMENT DUE

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

20.0 CURE PLAN

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

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 ANTI-BOYCOTT

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

23.0 NON-DISCRIMINATION

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

24.0 COMPLIANCE WITH IMMIGRATION LAW

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

25.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

25.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

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

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

and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

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

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

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

25.21 Order of Precedence. In the event of any conflict, inconsistency, or ambiguity between the terms of this Agreement and any exhibit, attachment, price list, quotation, purchase order, or incorporated document, the terms of this Agreement shall control. As between the Exhibits, Exhibit A shall control over Exhibit B and Exhibit C to the extent of any conflict.

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

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

CONTRACTOR:
North America Fire Equipment Co., Inc. (NAFECO)

By: Ronald Woodall
Ronald Woodall
Vice President

STATE OF ALABAMA)
CITY OF DECATUR)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Ronald Woodall, whose name as Vice President of NAFECO. 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 4 day of August, 2026.

(SEAL)

Rhonda Sanders
Notary Public
My Commission Expires: 06/30/30

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
Spiro Cheriogotis, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: STATEMENT OF WORK

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: CITY INSURANCE REQUIRED

EXHIBIT D: E-VERIFY IF APPLICABLE

Exhibit A – Statement of Work

1. The City's procurement of the goods and services covered by this Agreement was conducted through Local Government Purchasing Cooperative (BuyBoard) Contract No. 773-25

2. Contractor will provide uniform items as listed in the attached price list. All prices are inclusive of all fees and charges, including shipping to City of Mobile Fire Central Supply. Contractor may amend the uniform item list and pricing in accordance with the BuyBoard Contract and with notice to and written consent of the City. Contractor shall not increase pricing during the initial one-year term of this Agreement. Any proposed price increase during a renewal term must be supported by manufacturer documentation and approved in writing by the City.

3. Contractor will provide and maintain a web-based ordering and order-tracking software system. The system will allow City firefighters and City designated employees to enter, review, approve, place, track, and return orders of listed uniform items. The software will provide roles that allow the City to control authority to enter orders, approve orders, place and return orders with Contractor. The software will allow for City tracking of all orders entered, placed, received, returned, invoiced, and paid. Contractor's software will provide limits for types of items available for order and City is responsible to ensure employee orders are within the allowed price and quantity limits allotted to each employee.

4. City will place item orders with Contractor using the Contractor's software product. City is responsible to ensure that software control roles are used and that only City-authorized persons place orders with Contractor. Contractor is responsible to ensure that software securely processes City orders according to established user roles.

5. Contractor will fill and ship orders to City within fifteen (15) business days of City placement on all in stock items. Contractor will ship non stock items to the City within fifteen (15) business days once received from vendor. If Contractor is unable to provide a requested item within the time required by this Agreement, the City may obtain the item from another source without penalty, default, or breach of this Agreement. Any such purchase shall not affect the City's right to continue purchasing other items from Contractor under this Agreement.

6. Contractor will package, label, and ship orders by individual firefighter that entered the order. Contractor can combine orders for multiple firefighters in a single shipment as long as each firefighter's orders are individually packaged within the shipment.

7. Contractor will ensure that uniform items sold to City meet manufacturer quality standards. City and City firefighters are responsible for selection of correctly sized orders.

8. City may return without cost, at Contractor's expense any item that is discovered to be defective. City may return any item that was purchased incorrectly, within thirty (30) days of receipt. Contractor will either invoice credit the City or ship replacement product for any properly returned items.

9. Contractor will invoice City monthly for all orders shipped to City in the previous month. Invoice will include a detailed listing of items being invoiced and credited. Invoices will be sent to the following address: City of Mobile Fire Department Central Supply, 2851 Old Shell Road, Mobile AL 36607, with copy by email to Purchasing@CityofMobile.org.

10. City will review orders upon receipt and notify Contractor of any discrepancies between what was ordered and what was received within 7 days of City's receipt of any shipped order.

11. City will remit payment on orders within 30 days of receipt of invoices.

12. Contractor will purchase an initial bulk order of requested customized garment/product and replenish as needed by Contractor to enable Contractor to process customized orders on a timely basis.

13. The City's liability shall be limited solely to customized garments or products that were expressly approved by the City in writing as a bulk order. The City shall have no obligation to purchase, reimburse, or otherwise compensate Contractor for speculative inventory, safety stock, anticipated future demand, minimum production runs, excess production, raw materials, work-in-process, or finished goods not expressly authorized by the City in writing.

North America Fire Equip. Inc.
D.B.A. NAFECO
P.O. Box 2928
Decatur, AL 35602-2928
(800) 628-6233

Quotation

Q0026070932573

Date: 2026-07-09
Expires: 2026-08-08
FOB:

Customer Number: MOB055
Customer Information: CITY OF MOBILE - UNIFORMS
Address: 2851 OLD SHELL ROAD
MOBILE, AL 36617

Attention: Chief Jason Browne
Phone:
Email:
Prepared By: Joy Steiner

Qty	Item #	Description	Each	Total
1	85R78Z00	Flying Cross Men's 100% Polyester Command Short Sleeve Shirt with Zipper, White Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$60.05	$60.05
1	34W78Z00	Flying Cross Men's 100% Polyester Command Long Sleeve Shirt with Zipper, White Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$70.30	$70.30
1	176R78Z00	Flying Cross Women's 100% Polyester Command Short Sleeve Shirt with Zipper, White Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$60.55	$60.55
1	126R78Z00	Flying Cross Women's 100% Polyester Command Long Sleeve Shirt with Zipper, White Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$67.25	$67.25
1	4444	Elbeco Men's Reflex Ripstop Short Sleeve Shirt, Midnight Navy Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$69.65	$69.65
1	4454LC	Elbeco Women's Reflex RipStop Short Sleeve Shirt, Midnight Navy Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$69.65	$69.65
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	FX7000-86	Flying Cross Men's FX Flex Class A Short Sleeve Shirt, Midnight Navy Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$70.40	$70.40
1	FX7000W-86	Flying Cross Women's FX Flex Class A Short Sleeve Shirt, Midnight Navy Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$70.40	$70.40
1	FX7020-86	Flying Cross Men's FX Flex Class A Long Sleeve Shirt, Midnight Navy Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$73.60	$73.60
1	FX7020W-86	Flying Cross Women's FX Flex Class A Long Sleeve Shirt, Midnight Navy Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch	$73.60	$73.60
1	41192-724	5.11 Men's Helios Short Sleeve Polo, Dark Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.25	$68.25
1	41192-019	5.11 Men's Helios Short Sleeve Polo, Black Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.21	$68.21
1	41192-018	5.11 Men's Helios Short Sleeve Polo, Charcoal Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.25	$68.25
1	61305-724	5.11 Women's Helios Short Sleeve Polo, Dark Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.25	$68.25
1	K5144	Elbeco Men's UFX Tactical Long Sleeve Polo, Midnight Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$64.95	$64.95
1	K5184LC	Elbeco Women's UFX Tactical Long Sleeve Polo, Midnight Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$64.95	$64.95
1	61305-018	5.11 Women's Helios Short Sleeve Polo, Charcoal Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.25	$68.25
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	K5144	Elbeco Men's UFX Tactical Long Sleeve Polo, Midnight Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$64.95	$64.95
1	K5174LC	Elbeco Women's UFX Tactical Short Sleeve Polo, Midnight Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$60.35	$60.35
1	K5184LC	Elbeco Women's UFX Tactical Long Sleeve Polo, Midnight Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$64.95	$64.95
1	K5180LC	Elbeco Women's UFX Tactical Long Sleeve Polo, White Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$64.95	$64.95
1	71049-724	5.11 Men's Performance Short Sleeve Polo, Dark Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.65	$68.65
1	72049-724	5.11 Men's Performance Long Sleeve Polo, Dark Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$73.75	$73.75
1	61165-724	5.11 Women's Performance Short Sleeve Polo, Dark Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$68.65	$68.65
1	38200-86	Flying Cross Men's Command 100% Polyester Class A 6 Pocket Pant, Midnight Navy Price Includes: Hemming pant to desired length	$62.50	$62.50
1	38200W-86	Flying Cross Women's Command 100% Polyester Class A 6 Pocket Pant, Midnight Navy Price Includes: Hemming pant to desired length	$62.50	$62.50
1	E7344R	Elbeco Men's Reflex Stretch Covert Cargo Pant, Midnight Navy Price Includes: Hemming pant to desired length	$77.80	$77.80
1	FX77400-86	Flying Cross Men's Class A 6 Pocket Pant, Midnight Navy Price Includes: Hemming pant to desired length	$73.15	$73.15
1	FX77400W-86	Flying Cross Women's Class A 6 Pocket Pant, Midnight Navy Price Includes: Hemming pant to desired length	$73.15	$73.15
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	74434ABR-116	5.11 Men's Apex Pant, Battle Brown Pricing is for prehemmed pants (30, 32, 34, 36) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	74434ABR-724	5.11 Men's Apex Pant, Dark Navy Pricing is for prehemmed pants (30, 32, 34, 36) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	74434ABR-055	5.11 Men's Apex Pant, Khaki Pricing is for prehemmed pants (30, 32, 34, 36) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	74434ABR-092	5.11 Men's Apex Pant, Storm Grey Pricing is for prehemmed pants. Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	74434ABR-098	5.11 Men's Apex Pant, Volcanic Pricing is for prehemmed pants (30, 32, 34, 36) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	74439ABR-192	5.11 Men's Apex Pant, Tundra Pricing is for prehemmed pants (30, 32, 34, 36) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	64446ABR-724	5.11 Women's Apex Pant, Dark Navy Pricing is for prehemmed pants (Short, Regular, Long) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	64446ABR-055	5.11 Women's Apex Pant, Khaki Pricing is for prehemmed pants (Short, Regular, Long) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	64446ABR-186	5.11 Women's Apex Pant, Ranger Green Pricing is for prehemmed pants (Short, Regular, Long) Pants that will need to be hemmed will incur a 5.00 additional fee	$94.30	$94.30
1	74461ABR-724	5.11 Men's Fast-Tac Urban Pant, Dark Navy Pricing is for prehemmed pants (30, 32, 34, 36) Pants that will need to be hemmed will incur a 5.00 additional fee	$58.95	$58.95
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	3900W-86	Flying Cross Women's Command 100% Polyester Garbadine Pant, Midnight Navy Price Includes: Hemming pant to desired length	$57.65	$57.65
1	3900-86	Flying Cross Men's Command 100% Polyester Garbardine Pant, Midnight Navy Price Includes: Hemming pant to desired length	$57.65	$57.65
1	73349ABR-724	5.11 Men's ABR 11" Pro Short, Dark Navy	$72.30	$72.30
1	47400-86	Flying Cross Men's Valor Poly Cotton Pant, Midnight Navy Price Includes: Hemming pant to desired length	$72.35	$72.35
1	47400W-86	Flying Cross Women's Valor Poly Cotton Pant, Midnight Navy Price Includes: Hemming pant to desired length	$72.35	$72.35
1	MOB055G200-NV	Mobile Fire Custom Station Short Sleeve Tshirt, Navy, Size Small thru 2XL Price Includes: Left Chest - Printed Station Logo Back - Printed Station Back	$10.65	$10.65
1	MOB055G200-NV	Mobile Fire Custom Station Short Sleeve Tshirt, Navy, Size 3XL-4XL Price Includes: Left Chest - Printed Station Logo Back - Printed Station Back	$13.75	$13.75
1	MOB055G200T-NV	Mobile Fire Custom Station Short Sleeve Tshirt, Navy, Size LT - XLT Price Includes: Left Chest - Printed Station Logo Back - Printed Station Back	$13.40	$13.40
1	MOB055G200T-NV	Mobile Fire Custom Station Short Sleeve Tshirt, Navy, Size 2XLT-3XLT Price Includes: Left Chest - Printed Station Logo Back - Printed Station Back	$16.50	$16.50
1	40016-010	5.11 Men's Utili-T Crew Tshirt, 3 Pack, White	$52.25	$52.25
1	66118	Streamlight Stylus Pro Pen Light, Black	$29.00	$29.00
1	66122	Streamlight Stylus Pro Pen Light, Blue	$29.00	$29.00
1	66120	Streamlight Stylus Pro Pen Light, Red	$29.00	$29.00
1	66121	Streamlight Stylus Pro Pen Light, Silver	$29.00	$29.00
1	65022	Streamlight Stylus Black Penlight, Blue LED	$20.70	$20.70
1	65020	Streamlight Stylus Black Penlight, Green LED	$20.70	$20.70
1	65006	Streamlight Stylus Black Penlight, Red LED	$20.70	$20.70
1	65018	Streamlight Stylus Black Penlight, White LED	$20.70	$20.70
1	65035	Streamlight Stylus Red Penlight, White LED	$20.70	$20.70
1	65012	Streamlight Stylus Silver Penlight, White LED	$20.70	$20.70
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	90545	Streamlight Survivor LED Flashlight with Alkaline Battery Pack, Black	$88.30	$88.30
1	90540	Streamlight Survivor LED Flashlight with Alkaline Battery Pack, Orange	$88.30	$88.30
1	90541	Streamlight Survivor LED Flashlight with Alkaline Battery Pack, Yellow	$88.30	$88.30
1	66318	Streamlight Microstream LED Pen Light, Black	$24.85	$24.85
1	69140	Streamlight Vantage LED Helmet Light, Black	$172.90	$172.90
1	4018-NV	Cobmex V-Neck Long Sleeve Cardigan, Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$65.10	$65.10
1	ST510-NV	Sport-Tek Posicharge Mesh 7 Inch Gym Shorts, True Navy Price Includes: Left Leg - Printed Logo	$14.30	$14.30
1	8187-NV	Champion Unisex Cotton 6 Inch Gym Shorts, Navy Price Includes: Left Leg - Printed Logo	$16.95	$16.95
1	89250-724	5.11 Tactical Fleece Watch Cap, Dark Navy Price Includes: Front - Embroidered Logo	$29.70	$29.70
1	6601-NV	Flexfit YP Classics Low Profile Trucker Ball Cap, Navy Price Includes: Front - Embroidered Logo	$15.10	$15.10
1	89381ABR-019	5.11 Taclite Ball Cap, Black Price Includes: Front - Embroidered Logo	$28.85	$28.85
1	89381ABR-724	5.11 Taclite Ball Cap, Dark Navy Price Includes: Front - Embroidered Logo	$28.85	$28.85
1	89381ABR-190	5.11 Taclite Ball Cap, TDU Green Price Includes: Front - Embroidered Logo	$28.85	$28.85
1	89381ABR-162	5.11 Taclite Uniform Cap TDU Khaki, One Size Price Includes: Front - Embroidered Logo	$28.85	$28.85
1	FB-CIMSY	Samuel Broome Bell Crown Class A Cap White Caplite - White Braid - 2" HG Visor - Gold FD Buttons - Permagold Strap	$69.95	$69.95
1	CP90-NV	Port & Co Knit Toboggan, Navy Price Includes: Front - Embroidered Logo	$9.05	$9.05
1	C910-NV	Port Authority R-Tek Stretch Fleece Headband, Navy Price Includes: Front - Embroidered Logo	$9.25	$9.25
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	SH4000	Elbeco Quilted Bomber Jacket, Midnight Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$92.15	$92.15
1	S318ZA-011	Spiewak Deluxe Softshell Jacket, Navy Price Includes: Left Chest - Embroidered Logo	$165.90	$165.90
1	S588VTR-006	Spiewak ANSI VixGuard 2 Tone Respoonder Parka, Yellow/Red Price Includes: Left Chest - Printed Mobile Fire Department (Silver Reflective)	$308.70	$308.70
1	S327-011	Spiewak Performance Fleece Jacket, Navy Price Includes: Left Chest - Embroidered Logo	$143.10	$143.10
1	72534ABR-720	5.11 Tactical 1/4 Zip Jobshirt 2.0, Fire Navy Price Includes: Left Chest - Embroidered Logo Right Chest - Embroidered Name/Rank	$94.55	$94.55
1	25732-10D	Danner Scorch Boot, 8" Side Zip, Black	$158.75	$158.75
1	E03580	Bates Women's Tactical Sport 8" Side Zip Boot, Black	$107.65	$107.65
1	804-6191	Thorogood 8" Side Zip WaterProof Comp Toe Boot, Black	$133.60	$133.60
1	834-6888	Thorogood Men's 8" Side Zip Jump Boot, Black	$141.45	$141.45
1	21210	Danner Men's Acadia 8" WaterProof Duty Boot, Black	$392.90	$392.90
1	21210W	Danner Women's Acadia 8" WaterProof Duty Boot, Black	$392.90	$392.90
1	12420-019	5.11 Company 3.0 Boot, Black	$146.95	$146.95
1	804-6134	Thorogood Quick Release 6" Boot, Black	$110.00	$110.00
1	12394ABR-019	5.11 Men's ATAC 2.0 6" Side Zip Boot, Black	$119.85	$119.85
1	12404ABR-019	5.11 Women's ATAC 2.0 6" Side Zip Boot, Black	$119.85	$119.85
1	UBBK	RedBack Easy Escape Boot, Black	$157.15	$157.15
1	RKD0114	Rocky Code Red Station Slip On Comp Toe Boot, Black	$160.30	$160.30
1	6300	Rocky 10" Pull On Wellington Boot, Black	$128.90	$128.90
1	335001	Altama Maritime Assault Low Shoe, Black	$91.15	$91.15
1	RB2230	Reebok Men's Astroride Shoe, Black	$65.25	$65.25
1	RB223	Reebok Women's Astroride Shoe, Black	$65.25	$65.25
1	61210	Danner Trail 2650 Mesh Athleetic Training Shoe, Black	$141.45	$141.45
1	L41519600	Salomon Speed Assault 2 Tactical Shoe, Black	$146.95	$146.95
1	534-6555	Thorogood Women's Code 3 Mid Cut Boot, Black	$165.00	$165.00
1	531-6303	Thorogood Women's Hi Gloss Dress Oxfords	$165.00	$165.00
1	831-6031	Thorogood Poromeric Academy Oxford, Black	$77.00	$77.00
1	1104821D020	Brooks Men's Revel Max Athletic Shoe, Black	$103.75	$103.75
1	1204701B020	Brooks Women's Revel Max Athletic Shoe, Black	$103.75	$103.75
1	1104991D070	Brooks Men's Revel 9 Athletic Shoe, Black	$86.45	$86.45
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	1204891B070	Brooks Women's Revel 9 Athletic Shoe, Black	$86.45	$86.45
1	J007937	Merrell Men's MOAB Speed 2.0 Tactical Low Shoe, Black	$102.15	$102.15
1	J005043	Merrell Men's Nova 3 Tactical Shoe, Black	$110.00	$110.00
1	J099405	Merrell Men's Chameleon 8 Stretch Tactical Shoe, Black	$113.95	$113.95
1	E07842	Bates Women's Sentry High Gloss Oxford, Black	$84.90	$84.90
1	E01842	Bates Men's Sentry High Gloss Oxford, Black	$84.90	$84.90
1	J52G	Blackinton Insignia, Gold Two Crossed Bugles (Pair)	$8.20	$8.20
1	J53G	Blackinton Insignia, Gold Three Crossed Bugles (Pair)	$8.20	$8.20
1	J54G	Blackinton Insignia, Gold Four Crossed Bugles (Pair)	$8.20	$8.20
1	J55G	Blackinton Insignia, Gold Five Crossed Bugles (Pair)	$8.20	$8.20
1	L830-__-2	Safariland Plain Clothes Leather Belt, Black, Gold Buckle, Size 28-46	$45.60	$45.60
1	L830-__-2	Safariland Plain Clothes Leather Belt, Black, Gold Buckle, Size 48-52	$50.30	$50.30
1	L830-__-2C	Safariland Plain Clothes Leather Belt, Black, Silver Buckle, Size 28-46	$45.60	$45.60
1	L830-__-2C	Safariland Plain Clothes Leather Belt, Black, Silver Buckle, Size: 48-52	$50.30	$50.30
1	6606-3	Boston Leather 1.5" Basketweave Belt, Black, Gold or Silver Buckle, Size: 28-44	$22.65	$22.65
1	6606-3	Boston Leather 1.5" Basketweave Belt, Black, Gold or Silver Buckle, Size: 46-54	$24.90	$24.90
1	MOB055J3-G	Blackinton Gold-X 1 Line Namebar, Clutchback	$15.65	$15.65
1	MOB055J3-S	Blackinton Silver-X 1 Line Namebar, Clutchback	$15.65	$15.65
1	90156-BLK	Samuel Broom Women's Crossover Tie, Black	$5.45	$5.45
1	90135-BLK	Samuel Broome Breakaway Tie with Button Holes, 3" x 14.5", Black	$10.25	$10.25
1	90111-BLK	Samuel Broome Breakaway Tie with Button Holes, 3" x 18", Black	$10.25	$10.25
1	90129-BLK	Samuel Broome Breakaway Tie with Button Holes, 3" x 20", Black	$10.40	$10.40
1	90133-BLK	Samuel Broome Breakaway Tie with Button Holes, 3.5" x 22", Black	$10.85	$10.85
1	A2874G	Blackinton Gold 2 Cross Bugle Collar Insignia, 15/16" (Each) Must order 2	$15.50	$15.50
1	A2873G	Blackinton Gold3 Bugle Collar Insignia, 15/16" (Each) Must order 2	$15.50	$15.50
1	A4280G	Blackinton Gold 4 Bugle Collar Insignia, 15/16" (Each) Must order 2	$15.50	$15.50
1	A2871G	Blackinton Gold 5 Bugle Collar Insignia, 15/16" (Each) Must order 2	$15.50	$15.50
1	MOB055-B544-CO	Blackinton HiGlo "Chief of Operations" Chest Badge	$125.35	$125.35
1	MOB055-B544-CS	Blackinton HiGlo "Chief of Staff" Chest Badge	$125.35	$125.35
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	MOB055-B544-DEP	Blackinton HiGlo "Deputy Chief" Chest Badge	$125.35	$125.35
1	MOB055-B544-DIS	Blackinton HiGlo "District Chief" Chest Badge	$125.35	$125.35
1	MOB055-B544-FC	Blackinton HiGlo "Fire Chief" Chest Badge	$125.35	$125.35
1	MOB055-B484-CPT	Blackinton HiGlo "Captain" Chest Badge	$118.25	$118.25
1	MOB055-B484-DRV	Blackinton HiGlo "Driver" Chest Badge	$118.25	$118.25
1	MOB055-B484-FMED	Blackinton HiGlo "FireMedic" Chest Badge	$118.25	$118.25
1	MOB055-B484-FF	Blackinton HiGlo "Firefighter" Chest Badge	$118.25	$118.25
1	AS656Y	Resqme Car Escape Tool RQM100, Safety Yellow	$12.45	$12.45
1	FATIVAN	Fat Ivan Lightweight Folding Door Chock With MagnetS Colors available: Black, Yellow, Green, Orange, White, Red	$17.25	$17.25
1	R-347	Ringers Rescue Glove R-347, Hi-Viz Reflective	$44.80	$44.80
1	LXFGS-ADJ	LightningX Heavy-Duty FF Work Glove Strap w/Reflective, ADJ	$9.45	$9.45
1	831741	Leatherman Raptor Rescue Shear, Molle, Black	$90.40	$90.40
1	833060	Leatherman Raptor Rescue Shears, Molle, Black/Coyote	$90.40	$90.40
1	34892-86-FIRE CHIEF	Flying Cross Legend Double Breasted Dress Coat, LAPD Navy, 6 Gold FD Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch Left Cuff - (5) Gold Braid Right Cuff - (5) Gold Braid	$398.05	$398.05
1	34892-86-CHIEF OPS	Flying Cross Legend Double Breasted Dress Coat, LAPD Navy, 6 Gold FD Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch Left Cuff - (4) Gold Braid Right Cuff - (4) Gold Braid	$388.75	$388.75
1	34892-86-CHIEF STF	Flying Cross Legend Double Breasted Dress Coat, LAPD Navy, 6 Gold FD Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch Left Cuff - (4) Gold Braid Right Cuff - (4) Gold Braid	$388.75	$388.75
1	34892-86-DEP CHIEF	Flying Cross Legend Double Breasted Dress Coat, LAPD Navy, 6 Gold FD Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch Left Cuff - (3) Gold Braid Right Cuff - (3) Gold Braid	$379.45	$379.45
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Qty	Item #	Description	Each	Total
1	34892-86-DIS CHIEF	Flying Cross Legend Double Breasted Dress Coat, LAPD Navy, 6 Gold FD Price Includes: Left Sleeve - Department Patch Right Sleeve - Certification Patch Left Cuff - (2) Gold Braid Right Cuff - (2) Gold Braid	$370.15	$370.15
1	80810-21	(1) Maltese Cross Patch 523DTL Gold/Black Pricing is for (1) Maltese Cross per Serving Year Increment	$3.75	$3.75
			Subtotal	**$12,940.11**
			Freight	**$0.00**
			Total	**$12,940.11**

Notes: BUYBOARD COOPERATIVE CONTRACT # 773.25 (BETTER THAN BUYBOARD PRICING) FREE FREIGHT These prices are valid from August 10, 2026, through August 9, 2027

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233

Exhibit C – City Insurance Required

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

· $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
· $1,000,000 Products/Completed Operations aggregate
· $1,00,000 Bodily Injury per person/organization
· $2,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

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

CERTIFICATES OF INSURANCE:

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS:

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.
The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

CANCELLATION:

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

WAIVER OF SUBROGATION

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

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor’s insurance coverage, whichever is broader.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2026

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	CONTACT NAME: Kerrie Scott	
Stovall Marks Insurance 2601 Danville Rd SW Decatur AL 35603	PHONE (A/C, No, Ext): (256) 355-7951	FAX (A/C, No): (256) 350-2022
	E-MAIL ADDRESS: kscott@stovallmarks.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
North America Fire Equipment Co., Inc. Dba Nafeco 1515 W. Moulton St. Decatur AL 35601	INSURER A : Starstone Specialty Insurance Co.	44776
	INSURER B : EMCASCO Insurance Company	21407
	INSURER C : Ala SIWCF/Midwest Employers Casualty Co.	23612
	INSURER D : Evanston Insurance Company	35378
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL263612092 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PRL00281638P-01	12/12/2025	12/12/2026	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5E82722	03/10/2026	03/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			PRX00282558P-01	12/12/2025	12/12/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P102451AL2025/PWAL-129001	01/01/2026	01/01/2027	☒ 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
D	Excess Liability(Auto Only)			XOBW10593326	03/10/2026	03/10/2027	Limits	1,000,000 1,000,000

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

Certificate holder is listed as additional insured with respects to general liability.

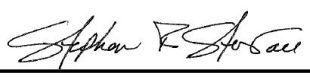
CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that North America Fire Equipment Company, Inc. was formed in Morgan County on April 22, 1977. The Alabama Entity Identification number for this entity is 000-045-769. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

03/11/2026

Date

Wes Allen **Secretary of State**

Alabama Secretary of State

North America Fire Equipment Company, Inc.

Entity ID Number	000-045-769
Entity Type	Domestic Corporation
Principal Address	DECATUR, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Morgan County
Formation Date	04/22/1977
Registered Agent Name	BRIAN OAKS
Registered Office Street Address	1515 WEST MOULTON ST DECATUR, AL 35601
Registered Office Mailing Address	PO BOX 2928 DECATUR, AL 35602-2928
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	OAKS, JERRELL DAVID
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	OAKS, CAROLYN SUE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	OAKS, STEVENS DEWITT
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999

North America Fire Equipment Company, Inc.

	2000 2001 2002 2003 2004 2005 2006 2007 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024

Transactions

Transaction Date	12/23/1997
Legal Name Changed From	North Alabama Fire Equipment Co., Inc.
Transaction Date	12/23/1997
Miscellaneous Filing Entry	CONSENT FOR NAME
Transaction Date	12/12/2003
Registered Agent Changed From	* Added
Transaction Date	01/22/2009
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	11/25/2025
Registered Agent Changed From	OAKS, JERRELL D 1515 WEST MOULTON ST DECATUR, AL 35601

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	12/23/1997 Legal Name Change 2 pgs.
Document Date / Type / Pages	12/23/1997 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	12/12/2003 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/22/2009 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	11/25/2025 Registered Agent Change 2 pgs.

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve contract renewal with Thompson Engineering, Inc. for embedded engineering and project management support.

Amount of Contract:
$421,789.92

Funding Source
Budget # 10043005.42200

ATTACHMENTS:
1. Indepenct Contractor Services (Thompson Engineering, Inc.) 5471

REVIEWERS:
Jessica White
John Forrester
Donna Bryars
Cherlina Monteiro
James Barber

2026

RESOLUTION

Sponsored by Mayor Spiro Cheriogotis

A RESOLUTION AUTHORIZING THE RENEWAL OF THE INDEPENDENT CONTRACTOR SERVICES AGREEMENT WITH THOMPSON ENGINEERING, INC. FOR EMBEDDED ENGINEERING AND PROJECT MANAGEMENT SUPPORT

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

The Mayor is hereby authorized, on behalf of the City of Mobile, to execute a First Renewal and Ratification Agreement with Thompson Engineering, Inc. for the continued provision of embedded engineering and project management support for the period August 1, 2026 through July 31, 2027, for a total amount not to exceed $421,789.92, substantially in the form on file with the City Clerk.

The City Council further approves and ratifies the continuation of services provided by Thompson Engineering, Inc. beginning August 1, 2026, pending completion and execution of the First Renewal and Ratification Agreement, with compensation for such services included within, and not in addition to, the total not-to-exceed amount of $421,789.92 authorized for the renewal term.

The necessary funds for the foregoing services are hereby authorized and appropriated from funds lawfully available for such purpose.

ADOPTED:

_____

City Clerk

FIRST RENEWAL AND RATIFICATION AGREEMENT

This First Renewal and Ratification Agreement ("Renewal Agreement") is entered into by and between the **City of Mobile, Alabama** ("City"), acting by and through its Mayor and City Council, and **Thompson Engineering, Inc., a Delaware corporation** ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Independent Contractor Services Agreement for embedded engineering and project management support (the "Agreement"), for an initial term beginning August 1, 2025, and ending July 31, 2026; and

WHEREAS, Section 2.1 of the Agreement permits the parties to renew the Agreement for successive one-year terms upon execution of a written renewal instrument stating the Contractor's compensation for the renewal term and approval and appropriation of the necessary funds by the Mobile City Council; and

WHEREAS, the initial term of the Agreement expired on July 31, 2026, before the parties completed the renewal process contemplated by Section 2.1; and

WHEREAS, Contractor has continued to provide the same Services contemplated by the Agreement following expiration of the initial term, and the City desires that Contractor continue providing those Services for an additional one-year term; and

WHEREAS, the parties desire to ratify the continuation of the Services beginning August 1, 2026, and renew the Agreement for an additional one-year term, subject to approval and appropriation of the necessary funds by the Mobile City Council.

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

1. Ratification and Renewal

Subject to approval by the Mobile City Council and appropriation of the necessary funds, the parties hereby ratify Contractor's continuation of the Services beginning August 1, 2026, and renew the Agreement for an additional one-year term beginning **August 1, 2026, and ending July 31, 2027** ("Renewal Term").

2. Scope of Services

During the Renewal Term, Contractor shall continue to provide the same embedded engineering and project management support described in the Agreement and Exhibit A thereto. The scope of Services and staffing requirements shall remain unchanged.

3. Compensation

Contractor's compensation for the Renewal Term shall remain unchanged. The total amount payable by the City during the Renewal Term, including all fees, costs, and reimbursable expenses, shall not exceed Four Hundred Twenty-One Thousand Seven Hundred Eighty-Nine and 92/100 Dollars ($421,789.92).

The City shall pay Contractor in accordance with the compensation and invoicing provisions of Section 3 of the Agreement.

4. Continued Effect of Agreement

Except as expressly provided in this Renewal Agreement, all terms, conditions, obligations, rights, and protections contained in the Agreement shall remain unchanged and shall apply throughout the Renewal Term.

For purposes of applying the Agreement during the Renewal Term, references to the "Term" shall include the Renewal Term established by this Renewal Agreement.

5. Ratification of Interim Performance

Upon approval of this Renewal Agreement by the Mobile City Council and its execution by the parties, the City approves and ratifies Contractor's performance of Services under the Agreement from August 1, 2026, through the effective date of this Renewal Agreement, and such Services shall be considered Services performed during the Renewal Term and subject to the terms, conditions, and compensation limitations of the Agreement and this Renewal Agreement.

6. No Other Modification

Nothing in this Renewal Agreement modifies the Agreement except as expressly stated herein. In the event of a conflict between this Renewal Agreement and the Agreement, this Renewal Agreement shall control solely with respect to the subject matter addressed herein.

7. Effective Date

This Renewal Agreement shall become effective upon approval by the Mobile City Council, appropriation of the necessary funds, and execution by both parties.

IN WITNESS WHEREOF, the parties have caused this First Renewal and Ratification Agreement to be executed by their duly authorized representatives.

8. Signatures

THOMPSON ENGINEERING, INC.

By: _____

Name: Katie Parker

Title: Sr. VP

Date: 8/20/2026

CITY OF MOBILE, ALABAMA

By: _____
Mayor Spiro N. Cheriogotis

Date: _____

ATTEST:

By: _____
City Clerk

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Mobile (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Thompson Engineering, Inc., a Delaware corporation (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

1. Scope of Services

1.1 **Services.** Contractor shall provide embedded engineering and project management support as described in the Fee Proposal attached hereto - Exhibit A (the "Services"), including full-time placement of an engineer ("Key Personnel") and ancillary project management support ("Support Personnel").

1.2 Additional Tasks. City-initiated requests for work outside Exhibit A shall be memorialized in a written amendment per Section 4.

2. Term

2.1 Term. This Agreement commences on **August 1, 2025,** and automatically terminates on **July 31, 2026**, unless earlier terminated under Section 16. The Parties may renew this Agreement for successive one-year terms **only** if, before the current term expires:

a. Both Parties execute a written renewal instrument that states the Contractor's compensation for the renewal term; and
b. The City Council of Mobile, Alabama, adopts a resolution approving the renewal and appropriating the necessary funds.
c. No renewal is effective or binding until the City Council approval in Paragraph 2 is obtained.

2.2 Funding-Out; Non-Appropriation. The City's obligations under this Agreement extend only to those funds appropriated by the Mobile City Council for the express purpose of this Agreement. Continuation of the Agreement beyond the City's current fiscal year is therefore contingent upon the Council's annual appropriation of sufficient funds. If, in any subsequent fiscal year, the Council fails to appropriate funds adequate to meet the City's remaining payment obligations, the City may terminate this Agreement automatically and without penalty as of the last day for which appropriated funds are available, by providing written notice to Contractor. The City shall be liable only for payment for Services properly performed and accepted through the effective date of termination, and Contractor shall have no further claim against the City, its officers, or its agents for any remaining term.

3. Compensation & Invoicing

3.1 Maximum Contract Sum (Not-to-Exceed). The total amount payable by the City under this Agreement, including all fees, costs, and reimbursable expenses, shall not exceed Four Hundred

Twenty-One Thousand Seven Hundred Eighty-Nine and 92/100 Dollars ($421,789.92) (the "Contract Sum"), unless the Parties agree in writing to modify the Contract Sum pursuant to § 4. The Contractor shall be solely responsible for any costs exceeding the Contract Sum unless such increase is authorized by a written amendment under § 4.

3.2 Installment Schedule. Subject to § 3.1, the City will pay Contractor twelve (12) equal monthly installments of Thirty-Five Thousand One Hundred Forty-Nine and 16/100 Dollars ($35,149.16) following satisfactory performance of Services for the corresponding month, as detailed in Exhibit A.

3.3 Invoices; Payment of Undisputed Amounts.

a. **Monthly Invoice.** Contractor shall submit an itemized invoice each month via e-mail to [vendorinvoices@cityofmobile.org] that references this Agreement, contract number, invoice number, summarizes Services performed, and shows cumulative charges against the Contract Sum.
b. **Undisputed Portion Paid Promptly.** Within thirty (30) calendar days after the City's receipt of a proper invoice, the City will pay the undisputed portion of that invoice.
c. **Withholding of Disputed Sums.** The City may withhold payment of any amount it disputes in good faith, provided it gives Contractor written notice stating the basis of the dispute within the same thirty-day period. The parties shall cooperate in good faith to resolve the dispute; any amount thereafter agreed or determined to be payable shall be paid promptly.
d. **No Waiver.** Payment of an invoice, in whole or in part, shall not constitute the City's acceptance of defective or non-conforming Services nor waive any other rights or remedies available to the City.

4. Change Management

4.1 Scope Changes. All changes to the Services shall be requested in writing by the City and accompanied by proposed cost and schedule impacts.

4.2 Change Authorization. No change shall bind the City until approved by the Mayor or designee in writing.

5. Independent Contractor Relationship

5.1 Status. Contractor and its personnel are independent contractors and shall not be deemed City employees or eligible for City benefits.

5.2 Taxes. Contractor is responsible for all payroll taxes, social security, insurance, and similar obligations.

5.3 No Authority to Bind City. Contractor, their employees, agents, and subcontractors are **not** authorized and shall **not** represent themselves to be agents of the City. Except as may be expressly set forth in this Agreement or in a separate, written delegation signed by the Mayor (or designee), Contractor has **no actual, apparent, or implied authority to bind the City** to any contract,

obligation, affirmation, representation, or warranty, nor to incur any liability on the City's behalf. Any attempt to do so shall be void and shall constitute a material breach of this Agreement.

6. Workspace & Access

6.1 Workspace. City will provide one (1) desk space and reasonable access to City facilities (conference rooms, office equipment) solely for the Services. Contractor shall comply with City facility rules and security protocols.

6.2 Return of City Property & Data Upon Termination.

a. **City Assets.** Within five (5) business days after the expiration or earlier termination of this Agreement—or sooner upon the City's written demand—Contractor shall return to the City all City-furnished assets, including but not limited to equipment, tools, access cards, identification badges, keys, and any other tangible property.
b. **Records and Data.** Contractor shall concurrently deliver to the City (or, at the City's written election, permanently destroy) all City data, documents, recordings, software, and other materials, in any medium, that were provided by the City or generated for the City in connection with the Services.
c. **Certification.** Within ten (10) calendar days after completing the obligations in paragraphs (a) and (b), Contractor shall provide the City with a written certification, signed by an authorized officer, confirming that all City property has been returned and that no copies, extracts, or summaries of City data have been retained, except to the limited extent required by applicable law or valid professional-liability insurance obligations, in which case Contractor shall continue to safeguard such materials in accordance with this Agreement.
d. **Survival.** Contractor's obligations under this Section survive the termination or expiration of this Agreement.

7. Key Personnel

7.1 Designation. Contractor provided engineer is designated as Key Personnel. Any replacement of Key Personnel requires prior written approval of the City.

7.2 Substitution. If Key Personnel become unavailable, Contractor will propose a qualified substitute within ten (10) days at no additional cost.

8. Conflict of Interest.
Contractor shall notify the City in writing within five (5) business days after becoming aware of any actual or potential conflict of interest that could reasonably affect the performance of its obligations under this Agreement.

9. Confidentiality & Records; Audit

9.1 Confidential Information. Contractor shall keep confidential all non-public City information obtained in performance of Services and use it solely for purposes of this Agreement.

9.2 Records Retention. Contractor shall maintain books, time records and expense documentation for at least three (3) years and make them available to City upon reasonable notice.

9.3 Audit Rights. City may audit Contractor's records relating to this Agreement upon reasonable notice.

9.4 Alabama Public Records Act Compliance.
Contractor acknowledges that any documents, data, or other records it creates or furnishes under this Agreement that come into the City's possession **constitute** "public records" under the Alabama Public Records Act, Ala. Code §§ 36-12-40 et seq. Unless a statutory exemption applies, the City may be legally required to disclose such records in response to a lawful request. The City shall incur no liability to Contractor for any disclosure made in good-faith compliance with the Act. If Contractor asserts that specific information is exempt from disclosure, Contractor shall—within fifteen (15) business days after the City's written notice—identify the applicable exemption and provide a legally sufficient written justification; otherwise, the City may release the information without further notice to Contractor.

10. Personnel & Physical Security

10.1 Pre-Assignment Screening.
Contractor shall ensure that each employee, agent, or subcontractor who will require access to City facilities, systems, or sensitive data first:

a. undergoes a criminal-background check acceptable to the City; and
b. satisfies all City physical-security protocols (e.g., badge issuance, visitor logs, escort requirements).

No individual may be assigned to the Project until the City's Security Division issues written clearance.

10.2 Credentials, Access, and Removal.

a. Contractor shall issue and track all identification badges and keys provided by the City and shall immediately retrieve and return them when an individual's assignment ends or upon the City's written demand.
b. The City may revoke an individual's clearance at any time for reasonable cause; upon notice, Contractor shall immediately remove that individual from City premises and information systems.

10.3 Contractor's Duty to Enforce.
Contractor shall enforce all City safety and security rules—including emergency-evacuation, visitor-control, and workplace-violence policies—among its personnel while on City property.

10.4 Survival.
Obligations in this Article survive termination or expiration of the Agreement.

11. Information & Data Security

11.1 City IT Acceptable-Use Compliance.
Whenever accessing, processing, storing, or transmitting City data—or connecting to any City network—Contractor and its personnel shall comply with the City of Mobile Information-Technology Acceptable-Use Policy, Cyber-Security Standards, and any successor policies (collectively, "IT Policies").

11.2 Data Safeguards & Privacy.
Contractor shall implement and maintain administrative, technical, and physical safeguards appropriate to the sensitivity of City data, including, at minimum:

a. encryption in transit and at rest; and
b. least-privilege access controls and multifactor authentication where supported; and
c. secure media-handling and disposal procedures; and
d. compliance with all applicable privacy laws, regulations, and industry standards.

11.3 CJIS-Covered Data.
If the Services involve information governed by the FBI *Criminal Justice Information Services (CJIS) Security Policy*, Contractor shall:

a. Maintain safeguards that meet or exceed the then-current CJIS Security Policy; and
b. Ensure all personnel complete City-approved CJIS security-awareness training and pass the requisite background checks before access is granted; and
c. Execute any CJIS security addenda or agreements required by the City or the State of Alabama; and
d. Cooperate with City or state compliance audits, incident-response investigations, and certification activities.

11.4 Incident Notification.
Contractor shall notify the City's Chief Information Security Officer **in writing within twenty-four (24) hours** after discovering any actual or suspected security incident involving City data, networks, or systems, and shall cooperate fully in containment, remediation, and forensic analysis.

11.5 Audit & Cooperation.
Upon the City's written request and with reasonable notice, Contractor shall make security-related records available for City review or audit and shall remediate any material deficiencies identified.

11.6 Survival.
All obligations in this Article survive expiration or earlier termination of the Agreement.

12.0 Insurance Requirement

a. **General.** Contractor shall, at its sole cost, procure and maintain in force for the duration of this Agreement the insurance described below with insurers admitted in Alabama and rated

at least A-, VII by A.M. Best. Endorsements required below shall be delivered to the City as exhibits; full policies shall be produced upon written request.

b. **Coverage & Limits** (edition dates 04-13 or later unless otherwise noted):

- **Commercial General Liability** - ISO CG 00 01 occ. form
  Limits: $1,000,000 per occurrence / $2,000,000 general & products-completed ops aggregate (per-project agg. via ISO CG 25 03 if available)

- **Automobile Liability** (covering owned, non-owned and hired vehicles)
  - Combined Single Limit (bodily injury & property damage): $1,000,000 per accident
  - If Contractor owns no autos, maintain Hired & Non-Owned Auto Liability with same limit.

- **Workers' Compensation & Employers' Liability**
  - Workers' Compensation as required by Alabama law
  - Employers' Liability: $500,000 each accident

- **Umbrella / Excess Liability**
  - Limits: $2,000,000 each occurrence / $2,000,000 aggregate
  - Shall follow-form over Commercial General Liability, Automobile Liability, and Employer's Liability

- **Professional Liability**
  - $2,000,000 each claim & aggregate
  - Maintain coverage or 2-yr tail after completion

c. **Required Endorsements & Provisions**

- **Primary & Non-Contributory:** All insurance coverage required herein shall be primary to, and non-contributory with, any insurance maintained by the City of Mobile.

- **Additional Insured:** Contractor shall cause its Commercial General Liability, Automobile Liability, and Umbrella policies to include the City of Mobile, its officers, employees, and volunteers as Additional Insureds on a primary, non-contributory basis, using ISO endorsement forms CG 20 10 and CG 20 37 (or equivalents).

- **Waiver of Subrogation:** Contractor and its insurers shall waive all rights of subrogation against the City of Mobile, its officers, employees, and volunteers, by endorsement form WC 00 03 13 (or equivalent) on the Workers' Compensation policy and by appropriate endorsement on all other applicable policies (CGL, Auto, E&O).

- **Notice of Cancellation:** All policies (except Workers' Compensation) shall provide the City of Mobile at least thirty (30) days' advance written notice of cancellation, non-

renewal, or material change (ten (10) days for non-payment), using ISO CG 02 24 10 13 (or equivalent) to guarantee notice.

12.1 Flow-Down Requirement

Contractor shall cause every subcontractor, supplier, vendor, or other entity engaged in the performance of the Services to:

a. **Insurance**. Maintain liability insurance (CGL, Auto, WC/EL, Umbrella, and Professional Liability, as applicable) with limits, endorsements, and conditions no less protective of the City than those required of by Contractor.
b. **Indemnity**. Execute written indemnity provisions in favor of the City that are no less protective than the indemnity obligations assumed by Contractor.
c. **Evidence**. Furnish certificates of insurance and required endorsements to Contractor before the subcontractor commences work, and Contractor shall provide such evidence to the City upon request.
d. **Material Breach.** Failure by any subcontractor, supplier, vendor, or other entity to maintain the required insurance coverages, endorsements, or to furnish the Certificates of Insurance and endorsements as required above shall constitute a material breach of this Agreement by Contractor, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause, and pursue any other remedies available.

13. Indemnification

13.1 General Liability Indemnification (CGL/Auto-Backed)

a. **Indemnity & Duty to Defend.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City of Mobile, Alabama, and its officers, elected officials, agents, representatives, and employees ("City") from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use) to the extent caused, in whole or in part, by the negligent or reckless acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The duty to defend applies only to claims that are, or but for exhaustion of limits would be, covered by Contractor's Commercial General Liability or Automobile Liability insurance.
b. **Sole-Negligence Carve-Out.** Contractor shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence.
c. **No Limitation by Insurance.** Contractor's indemnity obligations are independent of and shall not be limited by any insurance maintained by Contractor.

13.2 Professional Services Indemnification (E&O-Backed)

The Contractor shall procure and maintain the professional liability insurance required by **the Insurance Clause** of this Agreement, which insurance is a condition precedent to the effectiveness of this indemnity.

a. **Indemnification.** In accordance with § 41-9A-3, Code of Alabama (1975), the Contractor shall indemnify and hold harmless the **City of Mobile, Alabama** and its officers, elected officials, agents, representatives, and employees (collectively, "City") from and against any and all claims, suits, liabilities, damages, losses, **diminution in value,** costs, and related expenses (including reasonable attorney fees and court costs) **to the extent** caused, **in whole or in part,** by the negligent, reckless, or intentional acts or omissions, **intellectual-property infringement, or failure to pay a subcontractor or supplier** of the Contractor, its subcontractors, or anyone for whom the Contractor is legally liable.
b. **Defense-Cost Reimbursement.** *To the extent permitted by § 41-9A-3, Code of Ala. 1975,* the Contractor shall **reimburse** the City for the reasonable attorney fees, expert fees, and litigation costs it incurs in defending a claim described above, **but only in proportion to** (i) the Contractor's adjudicated share of fault, **or** (ii) the share of any settlement that is reasonably attributable to the Contractor's conduct.

To the fullest extent permitted by § 41-9A-3, Code of Alabama 1975, the Contractor shall reimburse the City for all reasonable attorney's fees, expert fees, and litigation costs the City incurs in investigating or defending any claim described in this Agreement, in proportion to (i) the Contractor's adjudicated share of fault, or (ii) the portion of liability, settlement, or resolution that is reasonably attributable to the acts, errors, or omissions of the Contractor or its subcontractors, agents, or employees, whether or not the Contractor funds such settlement or resolution.

13.3 Notice, Tender & Cooperation; Survival. City shall promptly notify Contractor in writing of any claim subject to indemnification hereunder and shall tender such claim to Contractor for defense. Contractor shall cooperate fully with City in the defense and resolution of any such claim. City may, at its own expense, participate in the defense with counsel of its own choosing. All obligations under this indemnity provision shall survive completion, termination, or expiration of this Agreement.

13.4 Completion. For purposes of this Section, "completion" shall mean both (a) the City's final acceptance of all Services or deliverables and (b) the formal close-out of the project, including resolution of punch-list items, delivery of all final documentation, and completion of any administrative close-out tasks.

13.5 Survival & Flow-Down. This Section shall survive termination or expiration of the Agreement. The Contractor shall require its subcontractors and suppliers to accept indemnity obligations no less protective of the City than those set forth herein.

13.6 Statutory Limitation. The Contractor's obligations to indemnify, hold harmless, or reimburse defense costs under this Agreement shall apply only to the extent permitted by § 41-9A-3, Code of Alabama 1975, as amended, and any successor statute. Nothing in this Agreement shall be interpreted to impose obligations beyond those allowed by applicable law or the coverage available under the Contractor's professional liability insurance.

13.7 Material Breach. Failure by Contractor or any subcontractor to maintain the insurance coverages, endorsements, or to furnish Certificates of Insurance and required endorsements prior to commencement of Services shall constitute a material breach, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause or reimbursement for damages directly from Contractor directly caused by the breach.

13.8 City Review of Policy. City reserves the right to review and/or reject any insurance policy or endorsement that it, in its reasonable discretion, deems insufficient or non-compliant. Contractor shall have ten (10) business days to cure.

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

15. Compliance with Laws and Licensing

15.1 Legal Compliance. Contractor shall perform Services in compliance with all applicable federal, state, and local laws, regulations and building codes.

15.2 Licensing. Contractor and its personnel shall maintain all required professional licenses, registrations, and certifications (e.g., Professional Engineer under Ala. Code § 34-11-1 et seq.). Contractor shall provide copies of current licenses prior to commencement and upon renewal and notify City within five (5) business days of any change in status.

15.3 Immigration Compliance (E-Verify).
Pursuant to Ala. Code § 31-13-9, Contractor affirms enrollment in the U.S. Department of Homeland Security's **E-Verify** program and shall continue participation throughout the Term. Before commencing Services, Contractor shall deliver to the City a fully executed **E-Verify affidavit** (Form "Affidavit of Immigration Law Compliance") and will provide updated affidavits upon each renewal of this Agreement.
15.4 Anti-Discriminatory Boycott Representation (Ala. Code § 41-16-5).
Contractor represents that it is not currently engaged in, and for the duration of this Agreement will not engage in, **any** boycott—as that term is defined in Ala. Code § 41-16-5(a)(1)—of a person or business entity that is doing business in a jurisdiction with which the State of Alabama can enjoy open trade.

15.5 Drug-Free Workplace & OSHA Compliance.
Drug-Free & Safety Compliance. Contractor shall maintain a drug-free workplace consistent with 41 U.S.C. § 8101 et seq. and shall ensure its personnel comply with all applicable OSHA and City safety rules while on City premises. Contractor shall promptly notify the City of any OSHA citation or drug-related violation arising from the Services.

15.6 Non-Discrimination (Title VI / ADA).
Contractor shall not discriminate against any person on the basis of race, color, national origin, sex, disability, age, or any other status protected by law and shall comply with **Title VI of the Civil**

Rights Act of 1964, the **Americans with Disabilities Act of 1990 (ADA)**, and all implementing regulations. Contractor shall ensure that its programs, services, and activities under this Agreement are accessible to persons with disabilities and shall provide reasonable accommodations upon request.

16. Termination

16.1 For Convenience. City may terminate for convenience with fourteen (14) days' prior written notice.

16.2 For Cause. City may terminate immediately for material breach, including but not limited to failure to manage conflicts or maintain licenses.

16.3 Wind-Down Services (City Option). At the City's sole option, which the City may exercise in its termination notice or by separate written directive issued within five (5) business days thereafter, Contractor shall continue to provide reasonable transition or wind-down Services for a period not to exceed thirty (30) calendar days after the effective date of termination. Contractor shall perform any such Services in accordance with the requirements of this Agreement and at the rates (and within the not-to-exceed compensation ceiling) specified in § 3. If the City does *not* elect to require wind-down Services, Contractor's obligations to perform Services shall cease on the termination date, and no further wind-down liability shall attach to either party.

16.4 Final Payment. City shall pay Contractor for Services rendered and costs incurred through the effective date of termination.

17. Mutual Non-Solicitation & Non-Hiring
During the term and for twelve (12) months thereafter, Contractor shall not directly or indirectly solicit for employment or hire any employee without City's prior written consent, and City shall not directly or indirectly solicit for employment or hire any Contractor employee without Contractor's prior written consent.

18. Assignment & Subcontracting

18.1 Assignment. Neither party may assign this Agreement without the other's prior written consent.
18.2 Subcontracting. Contractor may subcontract Services only with City's written approval and remains responsible for performance of all subcontractors.

19. Governing Law & Venue
This Agreement and any dispute arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict-of-laws principles. The parties agree that any action or proceeding relating to this Agreement shall be brought exclusively in the state courts of Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, Mobile Division, and each party hereby irrevocably submits to the personal jurisdiction and venue of such courts.

20. Notices.
Any notice, demand, request, or other communication required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed given and effective:

- Upon **personal delivery** to the recipient;
- Upon confirmed delivery by a **recognized overnight courier service** (e.g., FedEx, UPS); or
- **Three (3) business days** after deposit in the United States Postal Service, sent by **certified mail, return receipt requested**, postage prepaid.

All Notices shall be addressed as follows:

If to the City:

City Engineering Department
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: Nicholas Amberger, P.E.

Copy to:

City of Mobile Legal Department
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: City Attorney

If to the Contractor:

Thompson Engineering, Inc.
2970 Cottage Hill Rd, Ste. 190
Mobile, AL 36606
Attn: Mr. Kendall Kilpatrick, P.E.

Copy to:

Thompson Engineering Legal Dept.
2970 Cottage Hill Rd, Ste. 190
Mobile, AL 36606
Attn: General Counsel

21. Entire Agreement; Amendments
This document, including Exhibits A–B, constitutes the entire Agreement and supersedes all prior discussions. Any amendment must be in writing and signed by both parties.

22. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

THOMPSON ENGINEERING, INC.

By: _____
Name: Kendall Kilpatrick
Title: CEO
Date: July 29, 2025

State of Alabama }
County of Mobile }

I, Stephanie Ivey McAleer, the undersigned Notary Public, in and for said county and state, hereby certify that Kendall Kilpatrick [Individual's Name] whose name as Chief Executive Officer [Title] of the Thompson Engineering, Inc. [Corporation's Name], a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 30th day of July, 2025

Stephanie Ivey McAleer
Notary Public

Print Stephanie Ivey McAleer

My commission expires: _____

(Seal)

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

Exhibit A – Fee Proposal
(Insert full text/tables from Thompson's April 9, 2025, proposal.)

Project No.	
County	City of Mobile
Description	City-Wide Project Management Support
Scope of Work	Full-time embedded staff to support Project Management
Project Duration	12.00 Months
Consultant	Thompson Engineering, Inc.

GRAND TOTAL OF FEE PROPOSAL

Project Manager	$421,790
GRAND TOTAL FEE	**$421,790**

Combined overhead rate (%) >>>>>>>>>>>>>>> 125.18 2023 TE FAR Field OH Rate

Facilities Capital Cost of Money (if used) >>>>>> 0.52 2023 TE FAR FCCM Rate

LABOR RATES

Classification	Daily Rate	Comments
Principal Engineer	$522.40	Janic Terry: $65.30/hr (reduced OH rate)
Project Manager	$619.52	Matt Rogers: $77.44/hr base rate

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

4/9/2025
Date

Senior Vice President
Position/Title

Form Revised 7-30-13

Project No.	
County	City of Mobile
Description	City-Wide Project Management Support
Scope of Work	Full-time embedded staff to support Project Management
Project Duration	12.00
Consultant	Thompson Engineering, Inc.

Project Manager	Project Manager
Month 1: May 2025	
Part-time embedded Project Manager	11.00
	11.00
Month 2 through 12: June 2025 through May 2026	
Full-time embedded Project Manager	238.00
	238.00
TOTALS	**249.00**

Form Revised 1-3-13

Project No.	
County	City of Mobile
Description	City-Wide Project Management Support
Scope of Work	Full-time embedded staff to support Project Management
Project Length	12.00 Months
Consultant	Thompson Engineering, Inc.

Fee Proposal (Corridor Study)

PERSONNEL COST	Man-days	x Daily Rate	
Principal Engineer (10% of PM)	24.90	$ 522.40	$ 13,007.76
Project Manager	249.00	$ 619.52	$ 154,260.48
		Total Direct Labor	$ 167,268.24
Combined Overhead (%)	125.18		$ 209,386.38
Out-of-Pocket Expenses**			$ 6,000.00
		Sub-Total	**$ 382,654.62**
Operating Margin (10%)			$ 38,265.46
		Sub-Total	**$ 420,920.08**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 420,920.08**
Facilities Capital Cost of Money (% of Direct Labor)	0.52		$ 869.79
		TOTAL FEE	**$ 421,789.87**

**See Grand Total Fee sheet

Form Revised 1-3-13

Project No. _____
County City of Mobile
Description City-Wide Project Management Support
Scope of Work Full-time embedded staff to support Project Management
Project Duration 12.00 Months

Consultant Thompson Engineering, Inc.

Out-of-pocket Expenses (Project Manager)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Monthly Vehicle Allowance	12	1	$500.000	$ 6,000.00
			Total Mileage Cost	**$ 6,000.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 6,000.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses **$ 6,000.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Exhibit B – Insurance Requirements

- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate
- Professional Liability: $2,000,000 per claim / $2,000,000 aggregate

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 386-3608 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X	X	GLO 3534778-03	2/1/2025	2/1/2026	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
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP 3534779-03	2/1/2025	2/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A	X	WC 3534777-03	2/1/2025	2/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City-Wide Project Management Support

City of Mobile, its officers, employees, and volunteers are named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile, its officers, employees, and volunteers as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1335401680 **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)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	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	$
A	Professional Liability			C1D697250901	2/1/2025	2/1/2026	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

Independent Contractor Services Contract

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

CITY OF MOBILE

By: _____
Name: William S. Stimpson
Title: Mayor
Date: 8/14/25

Attest:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation and debris removal - Ziegler Blvd to Three Mile Creek

Amount of Contract:
$21,500.00

Funding Source
General fund

ATTACHMENTS:
1. 20260814 Best Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation and debris removal - Ziegler Blvd to Three Mile Creek

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,500.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
16934	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ZIEGLER BLVD TO THREE MILE CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$21,500.00	(292420) BEST PRICE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00016934-00 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
BEST PRICE SERVICES LLC
7057 FOREST GLEN CT

IRVINGTON, AL 36544

Tel#251-458-0510

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
08/13/26	292420				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-166 ZEIGLER BLVD TO THREE MILE CREEK Additional Description Notes --- DISTRICT 7	1.00 EACH	21500.00000	21500.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			21500.00

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 21500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21500.00	1689615.36
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00016934-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUBLIC WORKS ADMIN.
7057 FOREST GLEN CT	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
IRVINGTON, AL 36544	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-458-0510	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	292420				PUBLIC SERVICES ADMINISTRAT

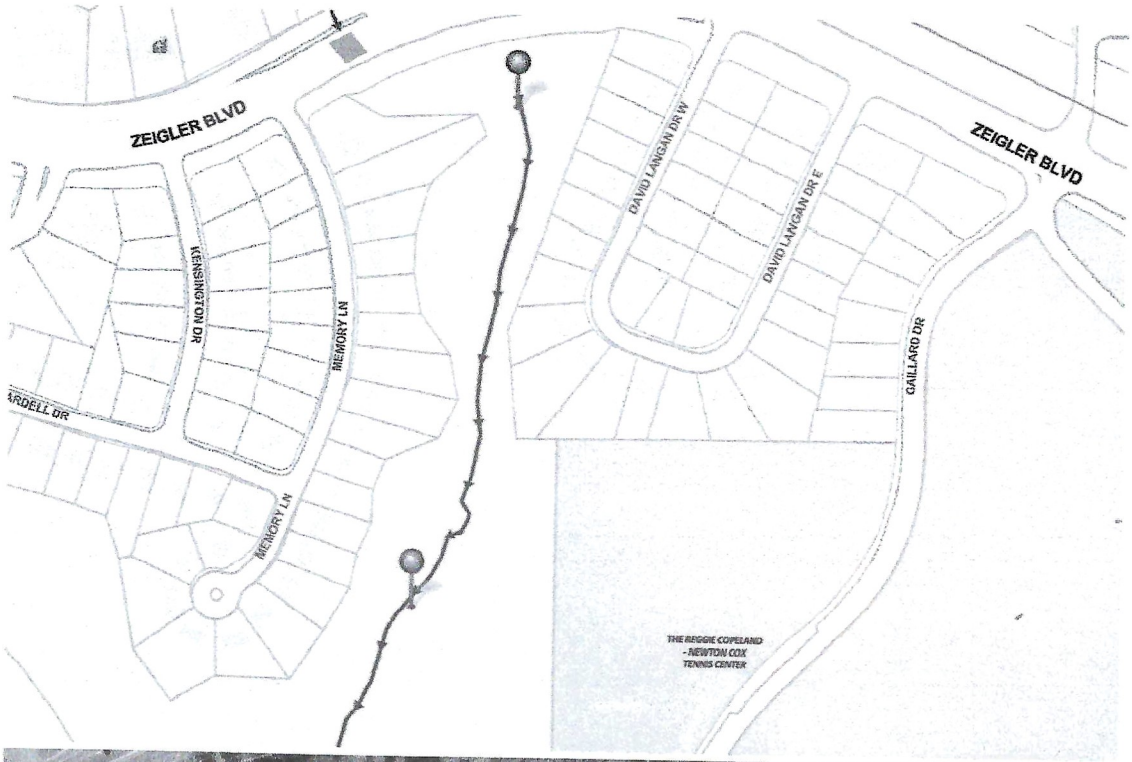
LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Forward	08/14/26	MATTHEW ANDERSON	Automatic Forward to 910518638
Approved	08/14/26	ASHLEY ADAMS	
Forward	08/14/26	MATTHEW ANDERSON	Automatic Forward to 910518638
Approved	08/14/26	SHONNDA SMITH	Auto approved by: 910518638
Approved	08/14/26	ASHLEY ADAMS	
Approved	08/14/26	CHERI BOUCHER	Auto approved by: 910518638
Approved	08/14/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/14/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/14/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/14/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/14/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/14/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/14/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/14/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/14/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


ZEIGLER BLVD
KENSINGTON DR
MEMORY LN
MEMORY LN
ARDELL DR
DAVID LANGAN DR W
DAVID LANGAN DR E
ZEIGLER BLVD
GAILLARD DR
THE REGGIE COPELAND
- NEWTON COX
TENNIS CENTER







Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.

   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.

   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

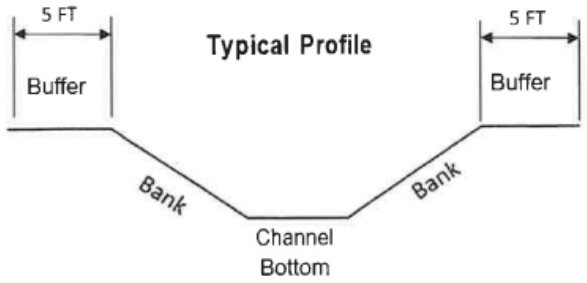
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

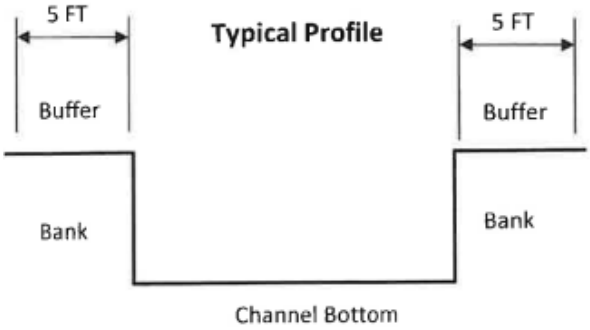
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



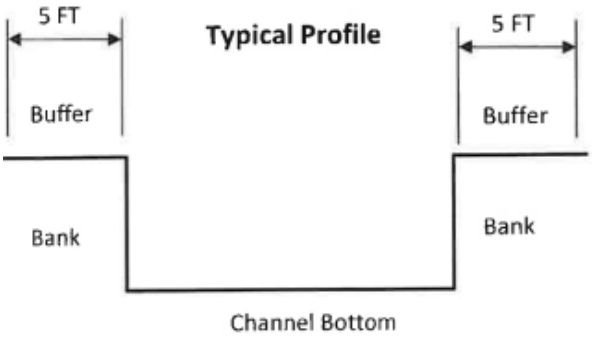
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



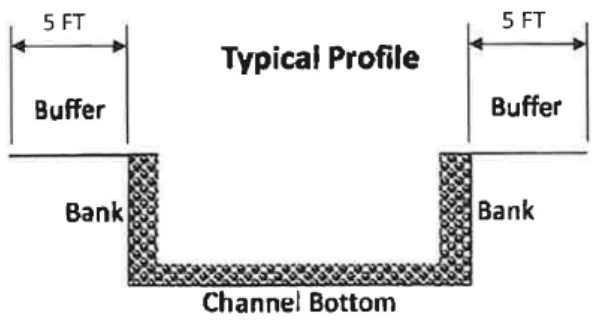
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



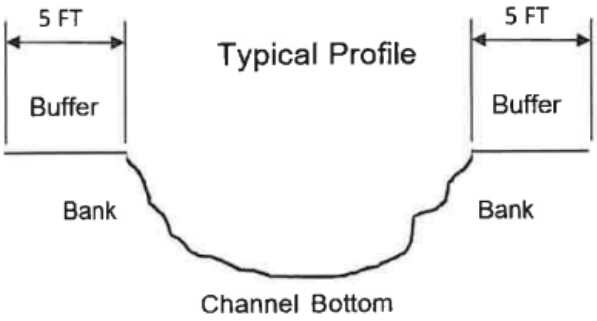
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Godwin Land Solutions LLC for storm drainage vegetation and debris removal - West Mobile Regional Library to South University Blvd.

Amount of Contract:
$27,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260820 Godwin Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 23 June 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Godwin Land Solutions LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Godwin Land Solutions LLC for storm drainage vegetation and debris removal - West Mobile Regional Library to South Universit Blvd.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
16932	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – WEST MOBILE REGIONAL LIBRARY TO SOUTH UNIVERSITY BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,000.00	(30080) GODWIN LAND SOLUTIONS

Adopted:

_____

City Clerk

Bill To	Requisition 00016932-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GODWIN LAND SOLUTIONS LLC	PUBLIC WORKS ADMIN.
1068 PINEMONT DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36609	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512726005	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	300080				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-168 WEST MOBILE REGIONAL LIBRARY TO S UNIVERSITY BLVD Additional Description Notes --- DISTRICT 4	1.00 EACH	27000.00000	27000.00
	1 4050.70.00.0000.0000.0000.0000.0000.48010. E C0950 .CONSTRUCTN. .			27000.00

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 27000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0950 .CONSTRUCTN. .	27000.00	118827.60

Bill To	Requisition 00016932-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GODWIN LAND SOLUTIONS LLC	PUBLIC WORKS ADMIN.
1068 PINEMONT DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36609	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512726005	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	300080				PUBLIC SERVICES ADMINISTRAT

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.48010.	27000.00	890027.09

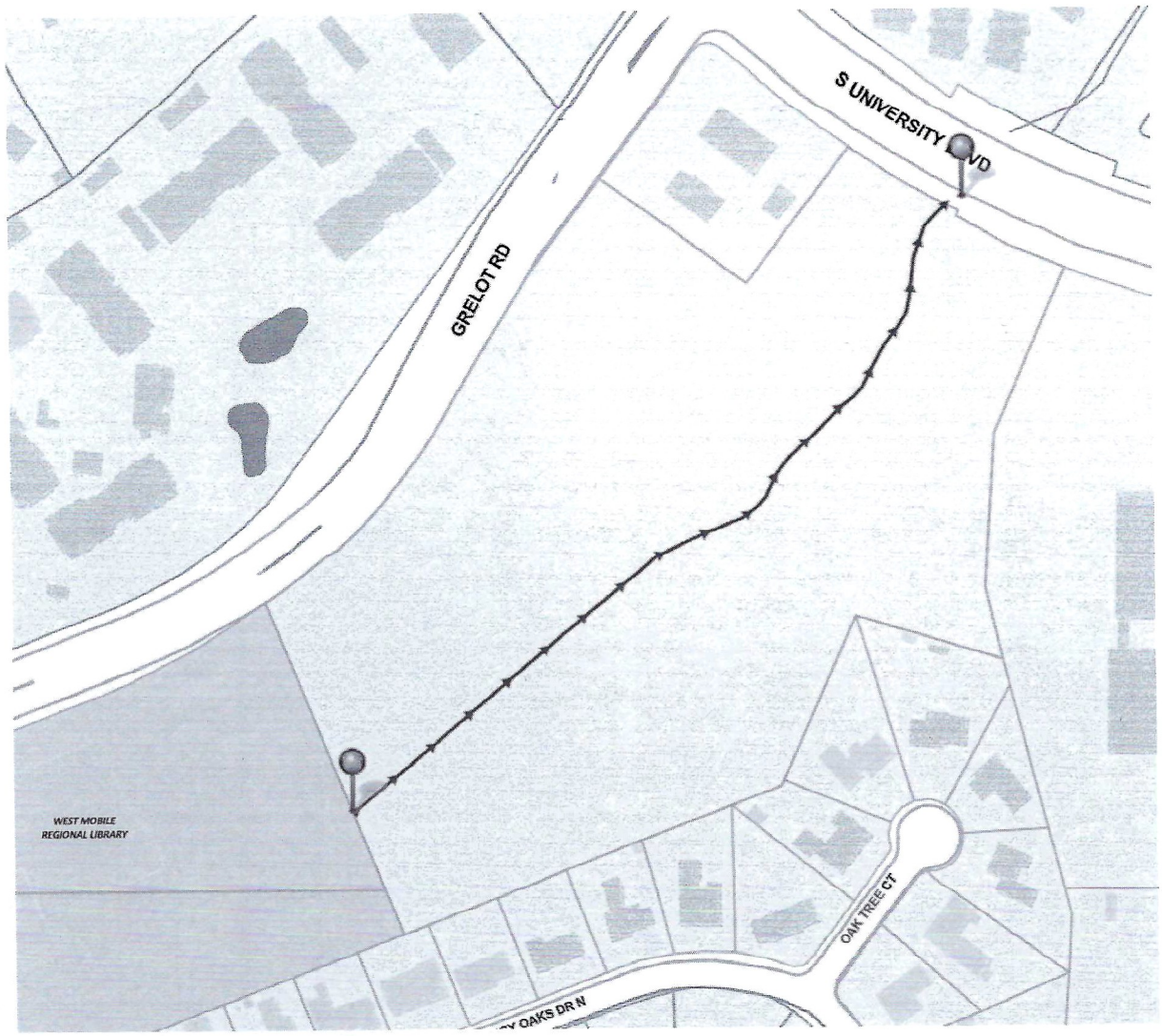
STORM WATER EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Forward	08/14/26	MATTHEW ANDERSON	Automatic Forward to 910518638
Approved	08/14/26	SHONNDA SMITH	Auto approved by: 910518638
Approved	08/14/26	ASHLEY ADAMS	
Approved	08/14/26	CHERI BOUCHER	Auto approved by: 910518638
Approved	08/18/26	BRENDA RHODES	
Approved	08/18/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/19/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/19/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/19/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/19/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/19/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/19/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/19/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/19/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


S UNIVERSITY BLVD
GRELOT RD
WEST MOBILE
REGIONAL LIBRARY
OAK TREE CT









Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

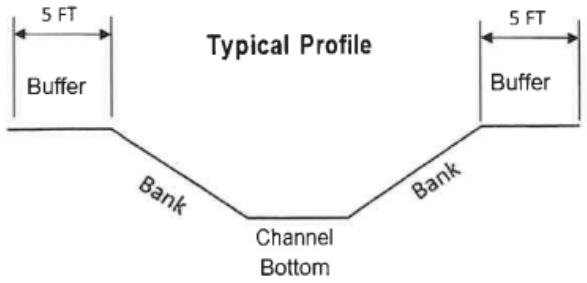
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

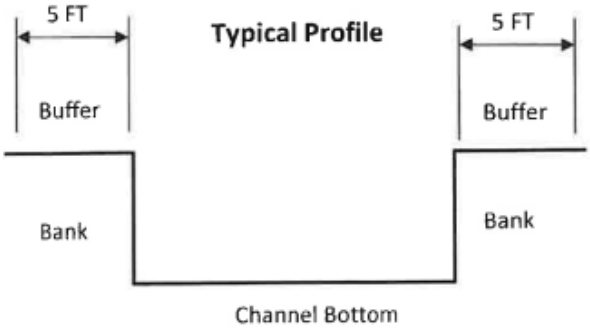
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



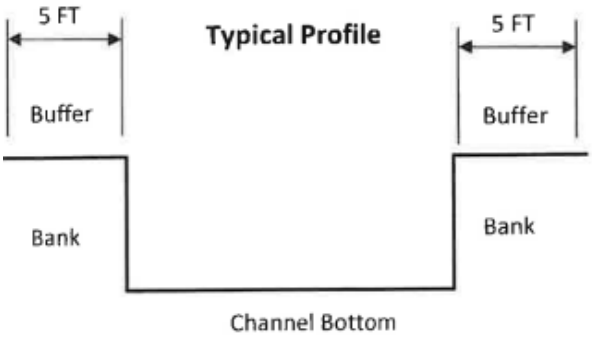
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



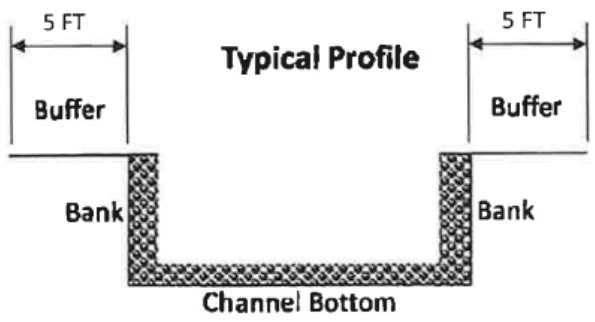
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



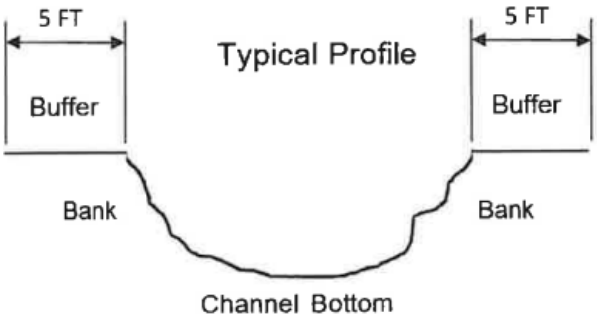
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Orangeburg Drive North ROW between Anders Drive and Greenway Drive North.

Amount of Contract:
$29,372.40

Funding Source
General fund

ATTACHMENTS:
1. 20260820 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Orangeburg Drive North ROW between Anders Drive and Greenway Drive North.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,372.40

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15610	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ORANGEBURG DRIVE NORTH RIGHT OF WAY BETWEEN ANDERS DRIVE AND GREENWAY DRIVE NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,372.40	(298831) J J QUALITY HOMES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00017121-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-172 ORANGEBURG DR N ROW BETWEEN ANDERS DR AND GREENWAY DR N Additional Description Notes --- DISTRICT 7	1.00 EACH	29372.40000	29372.40
1	4050.70.00.0000.0000.0000.0000.0000.48010. E C0950 .CONSTRUCTN. .			29372.40

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 29372.40

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0950 .CONSTRUCTN. .	29372.40	118827.60

Bill To	Requisition 00017121-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/26	298831				PUBLIC SERVICES ADMINISTRAT

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.48010.	29372.40	1626262.83

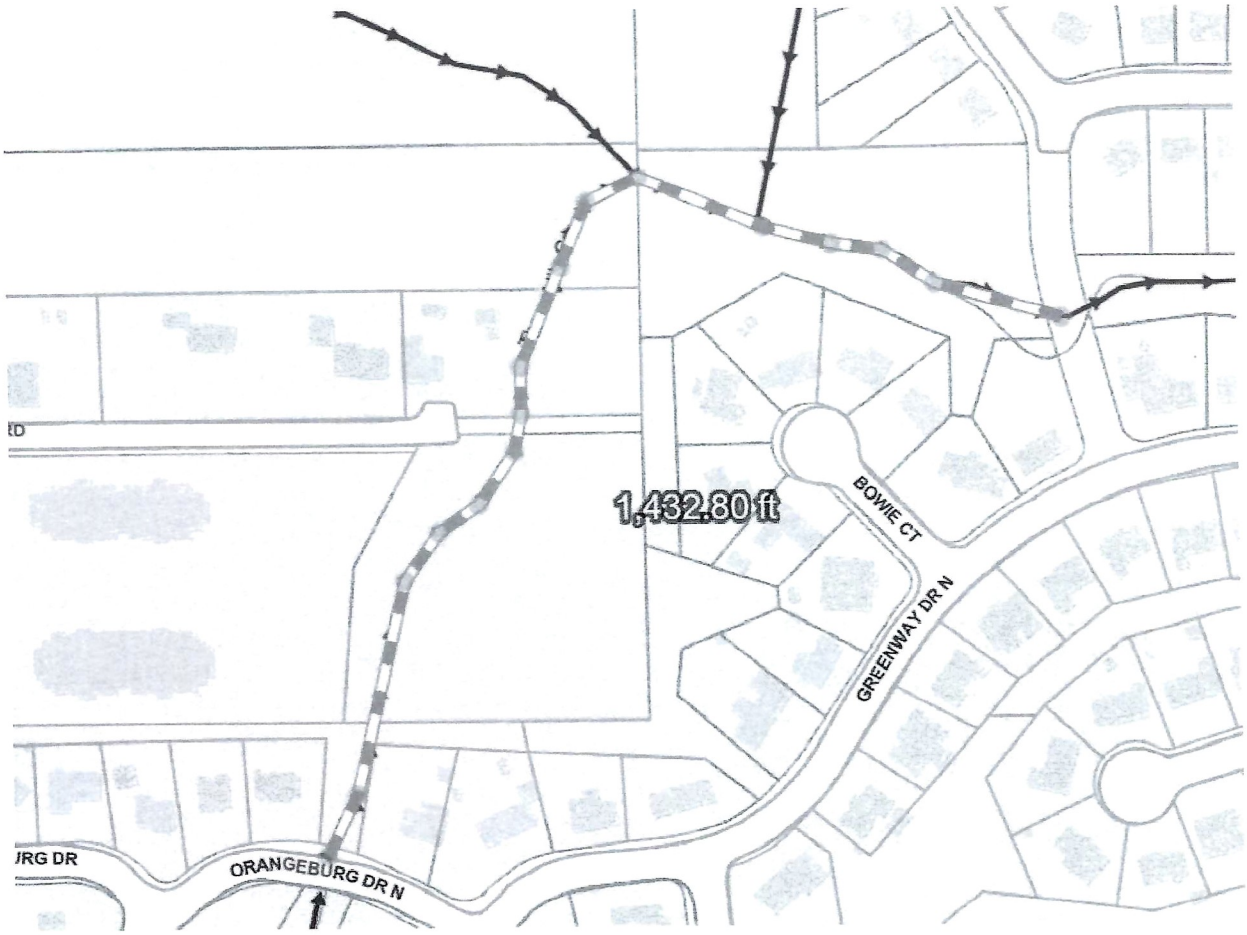
STORM WATER EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	08/19/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/19/26	SHONNDA SMITH	
Approved	08/19/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/19/26	BRENDA RHODES	
Approved	08/19/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/19/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/19/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/19/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/19/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/19/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/19/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/19/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/19/26	JOHN PAINE	

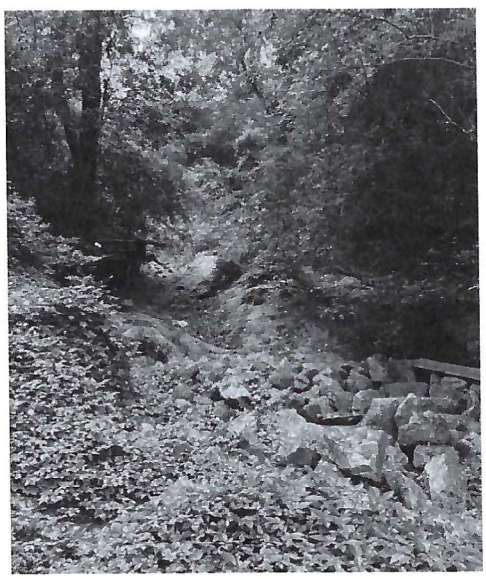
Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


1,432.80 ft
BOWIE CT
GREENWAY DR N
ORANGEBURG DR N









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? ☐ (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.

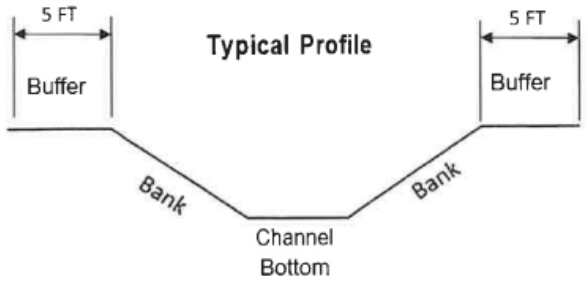
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

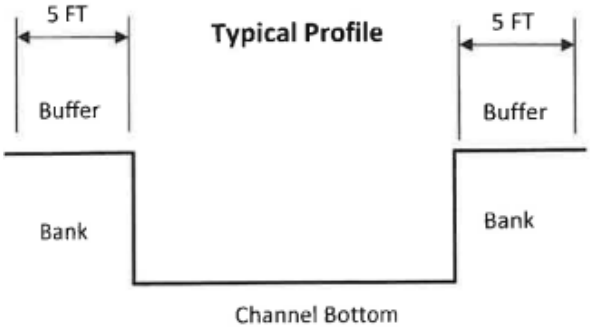
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



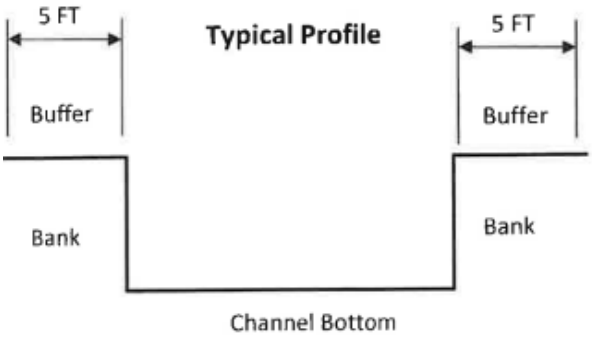
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



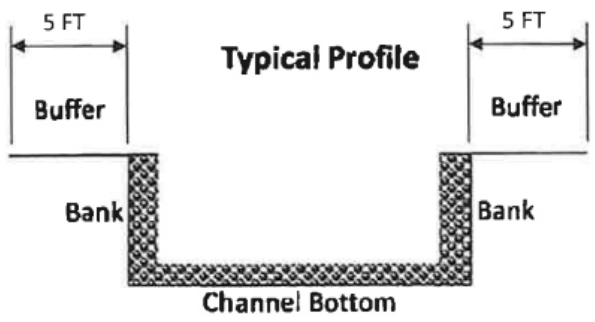
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



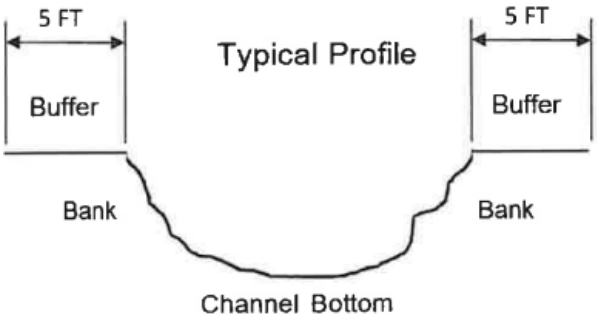
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Burma Road West to Dodge Court

Amount of Contract:
$18,900.00

Funding Source
General fund

ATTACHMENTS:
1. 20260820 Prime Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Prime Professional Concrete Pumping & Finishing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Burma Road West to Dodge Court

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,900.00

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
17158	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – BURMA ROAD WEST TO DODGE COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$18,900.00	(299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00017158-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PRIME PROFESSIONAL CONCRETE PUMPING & F	PUBLIC WORKS ADMIN.
6174 RIVER RUN CIRCLE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
THEODORE, AL 36582	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512983814	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-173 BURMA RD W TO DODGE CT Additional Description Notes --- DISTRICT 4	1.00 EACH	18900.00000	18900.00
	1 4050.70.00.0000.0000.0000.0000.0000.48010. E C0950 .CONSTRUCTN. .			18900.00

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 18900.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0950 .CONSTRUCTN. .	18900.00	118827.60

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

Bill To	Requisition 00017158-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PRIME PROFESSIONAL CONCRETE PUMPING & F	PUBLIC WORKS ADMIN.
6174 RIVER RUN CIRCLE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
THEODORE, AL 36582	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512983814	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/26	299670				PUBLIC SERVICES ADMINISTRAT

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.48010.		18900.00	1626262.83
STORM WATER EXP	CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	08/19/26	MATTHEW ANDERSON	
Approved	08/19/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/19/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/19/26	BRENDA RHODES	
Approved	08/19/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/19/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/19/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/19/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/19/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/19/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/19/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/19/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/19/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


DODGE DR E
DODGE CT
DODGE DR S
890.61 ft
BROOKFIELD DR W
BROOKFIELD DR W
BURMA RD W
BURMA RD W



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 (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

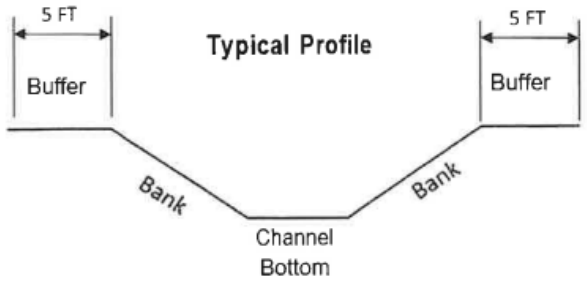
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

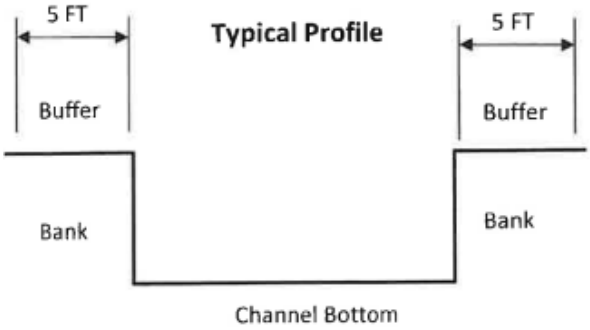
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



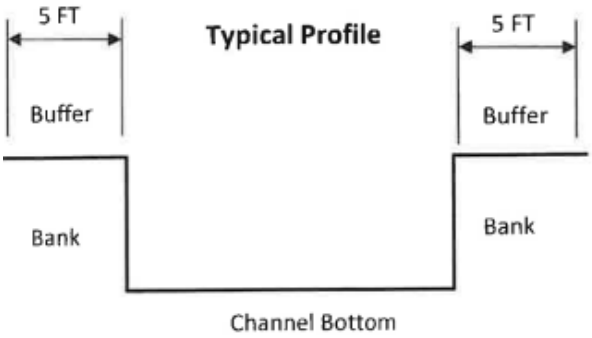
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



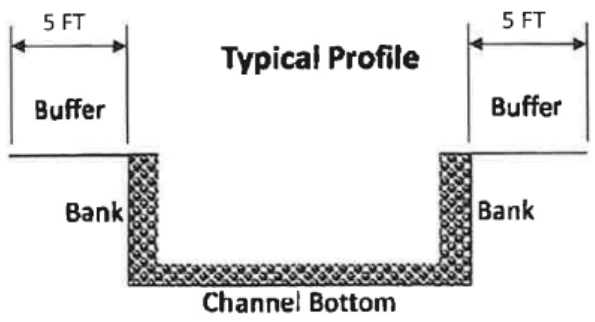
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



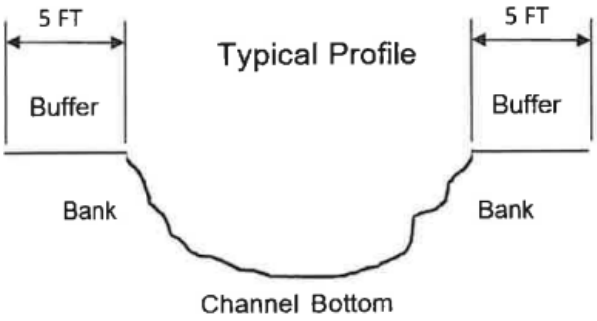
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal - Dauphin Island Parkway to 2107 Highland Court.

Amount of Contract:
$20,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260820 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal - Dauphin Island Parkway to 2107 Highland Court.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
17119	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DAUPHIN ISLAND PARKWAY TO 2107 HIGHLAND COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$20,000.00	(269787) SOUTHERN REALTY MANAGEMENT GROUP, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00017119-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
SOUTHERN REALTY MANAGEMENT GROUP, LLC
217 HERITAGE CIR

MOBILE, AL 36608

Tel#2514237512

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-171 DAUPHIN ISLAND PKWY TO 2107 HIGHLAND CT Additional Description Notes --- DISTRICT 3	1.00 EACH	20000.00000	20000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			20000.00

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 20000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	20000.00	1626262.83
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00017119-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/26	296787				PUBLIC SERVICES ADMINISTRAT

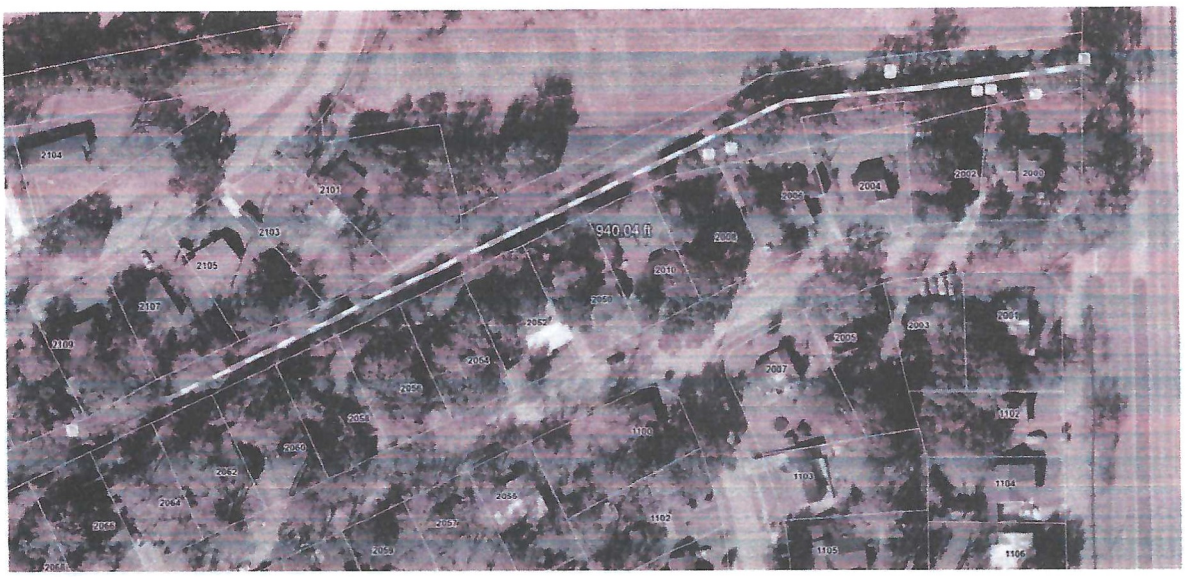
LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	08/19/26	MATTHEW ANDERSON	
Approved	08/19/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	08/19/26	MATTHEW ANDERSON	
Approved	08/19/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/19/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/19/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/19/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/19/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/19/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/19/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/19/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/19/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/19/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


940.04 ft


WOODLAWN DR S
HIGHLAND CT
GIMON CIR N
2109
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2002
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1106
1107
1108
DAUF

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

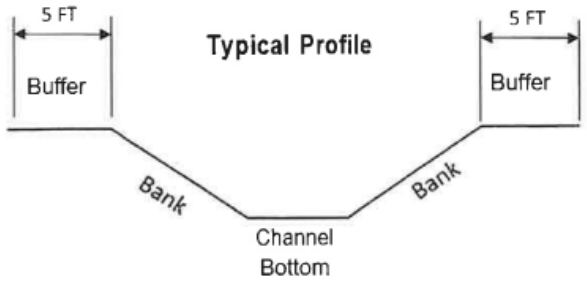
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

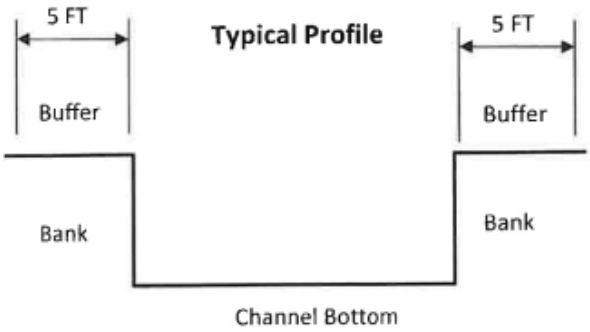
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



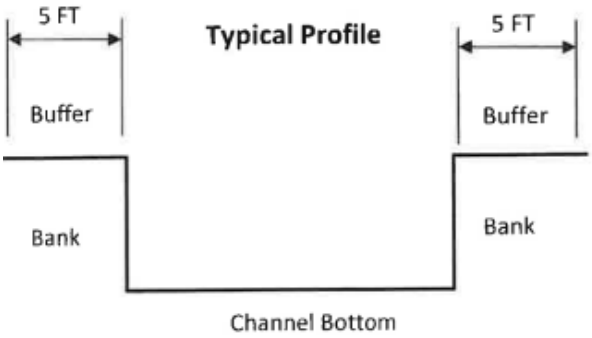
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



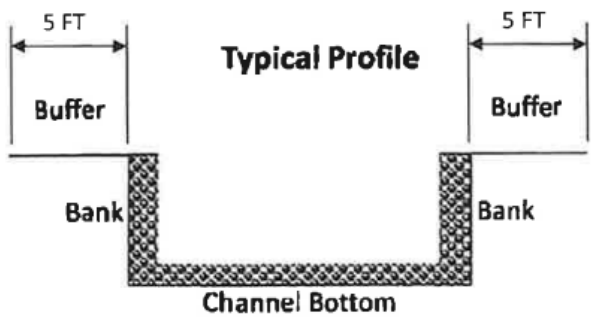
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



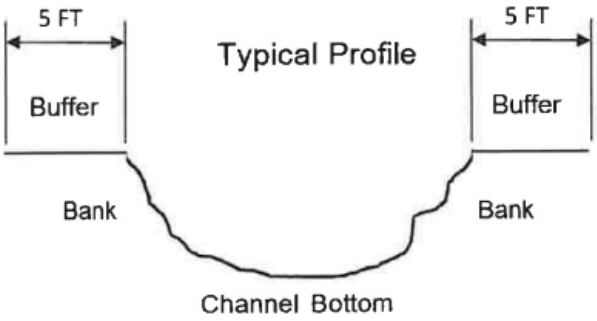
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Capital Tractor Inc for one Kubotoa SSV75PHFRC 72 HP wheeled skid steer loader with attachments for MFRD.

Amount of Contract:
$67,534.08

Funding Source
General fund

ATTACHMENTS:
1. 20260820 Capital Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Capital Tractor Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Capital Tractor Inc for one Kubotoa SSV75PHFRC 72 HP wheeled skid steer loader with attachments for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $67,534.08

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, at price below 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
12821	2026	(1510) FIRE ADMINISTRATION	KUBOTA WHEELED SKID STEER LOADER WITH ATTACHMENTS FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, AT PRICE BELOW STATE CONTRACT)	$67,534.08	(293637) CAPITAL TRACTOR INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012821-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CAPITAL TRACTOR INC	MOTOR POOL - ATTN: ADAM LYNN
1498 FURNACE STREET	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36104	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#3342640086	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	293637				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	Kubota SSV75PHFRC 72 HP Kubota Diesel Engine Cab, A/C, Heat, Radio, Hose Guide Hydraulic Quick Coupler, Pilot Controlled High-Flow, Kubota Shockless Ride Includes 74" Low Profile, Long Bottom Bucket; Land Pride AP-RG3074 Grapple Land Pride AP-PFL5660 Pallet Forks 2-Year Extended Warranty PRICING INCLUDES SHIPPING AND SET UP AND DELIVERY TO THE CITY OF MOBILE AS PER SOURCEWELL 112624-KBA AND QUOTE #2991996 DATED 8-19-2026	1.00 EACH	67534.08000	67534.08
1	1000.30.15.1510.1510.1510.0000.0000.42150.			67534.08

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 67534.08

Bill To	Requisition 00012821-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CAPITAL TRACTOR INC	MOTOR POOL - ATTN: ADAM LYNN
1498 FURNACE STREET	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36104	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#3342640086	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/26	293637				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42150.	67534.08	9349305.30
FIRE ADMINISTRATION EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
CCancelled	08/19/26	JOHN PAINE	Requisition item removed chang
Approved	08/19/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/19/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/19/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/19/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/19/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/19/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/19/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/19/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Kubota

Ground maintenance equipment and solutions

#112624-KBA
Maturity Date: 1/31/2029

Sourcewell Awarded Contract

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 112624-KBA gives access to the following types of goods and services:

- Utility vehicles, side-by-side, all-terrain vehicles
- Lawn and garden equipment, gas or diesel mowers
- Commercial turf products, zero-turn mowers, stand-on mowers
- Spreaders, salt spreaders
- Implements, cutters, and box blades
- Snow blades, snow plows
- Compact construction equipment, stand-on track loader
- Utility-class construction equipment, excavators, skid steers, track loaders
- Construction equipment, industrial equipment, wheel loaders

Locate your local dealer or representative.
(nongovernment site)

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

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

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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Kubota

Contract #112624-KBA

Sourcewell Awarded Contract

Equipment Type	Model	Series	Discount
Tractors	Tractors	B	22%
Tractors	Tractors	BX	22%
Tractors	Tractors	L	22%
Tractors	Tractors	LX	22%
Tractors	Tractors	M	22%
Tractors	Tractors	MX	22%
Turf	Residential/Commercial Mower	F	22%
Turf	Residential/Commercial Mower	GR	22%
Turf	Residential/Commercial Mower	T	22%
Turf	Residential/Commercial Mower	Z	22%
Turf	Residential/Commercial Mower	SZ	22%
Turf	Residential/Commercial Mower	W	22%
Turf	Residential/Commercial Mower	ZG / ZD	22%
Utility Vehicles	Utility Vehicles	RTV / RTV-X	22%
Land Management	Disc Mowers	DM	22%
Land Management	Rotary Tedders	TE	22%
Land Management	Rotary Rakes	RA	22%
Land Management	Spreaders	VS	22%
Tractor/Loader/Backhoe	Tractor/Loader/Backhoe	TLB	22%
Construction Equipment	Excavators / Wheel Loaders	U / KX / R	24%
Construction Equipment	Compact Track Loader/Skid Steers/Stand-on Track Loader	SVL / SSV/ SCL	24%

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Covington Civil & Environmental, LLC for a public marina or docking facilities feasibility study.

Amount of Contract:
$48,900.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260820 Covington Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Covington Civil & Environmental, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Covington Civil & Environmental, LLC for a public marina or docking facilities feasibility study.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $48,900.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
16892	2026	(2045) MAJOR PROJECTS	PUBLIC MARINA OR DOCKING FACILITIES FEASIBILTY STUDY (PROFESSIONAL SERVICE)	$48,900.00	(295225) COVINGTON CIVIL & ENVIRONMENTAL, LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00016892-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
COVINGTON CIVIL & ENVIRONMENTAL, LLC 775 N. UNIVERSITY BLVD SUITE 150-E MOBILE, AL 36608 USA Tel#228-396-0486	PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.GOV Delivery Reference CHRIS POWELL / 251-208-7495 Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/26	295255	08/19/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
001	FEASIBILITY STUDY TO EXPLORE THE POSSIBILITY OF A MARINA PROJECT ON CITY PROPERTY. SEE ATTACHED PROPOSAL FOR SCOPE OF WORK Vendor Item	1.00 JOB	48900.00000	48900.00
	1 1000.40.20.2045.2045.2000.0000.0000.42200.			48900.00

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
CHRIS POWELL / 251-208-7495

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Requisition Link

Requisition Total 48900.00

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

Account	Amount	Remaining Budget
1000.40.20.2045.2045.2000.0000.0000.42200. PROGRAM & PROJECT MGMT EXP PROFESSIONAL & TECHNICAL	48900.00	58464.39

Bill To	Requisition 00016892-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COVINGTON CIVIL & ENVIRONMENTAL, LLC	PROGRAMS & PROJECT MGMT
775 N. UNIVERSITY BLVD	205 GOVERNMENT STREET
SUITE 150-E	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
MOBILE, AL 36608	CHRIS.POWELL@CITYOFMOBILE.GOV
USA	
Tel#228-396-0486	Delivery Reference
	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/26	295255	08/19/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	08/12/26	JENNIFER GREENE	
Approved	08/18/26	DONALD ROSE	Auto approved by: 9105paij
Approved	08/18/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/18/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/18/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	08/18/26	JAMES NEESE	Auto approved by: 9105paij
Approved	08/18/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	08/18/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	08/18/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/18/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

August 4, 2026

Ms. Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure
City of Mobile, AL
jennifer.greene@cityofmobile.gov

Re: Proposal for Consulting Services
Marina Feasibility Study
City of Mobile, AL

Dear Ms. Greene,

Covington Civil and Environmental, LLC. (Covington) is pleased to provide this proposal to the City of Mobile, AL (Client) for services related to a Marina Feasibility Study. Based on our discussions, the intent of the study is to explore potential opportunities for public marina or docking facilities within the City of Mobile, AL.

The proposed Marina Feasibility Study helps answer key questions:

- What locations should we consider for public docks or marinas? Which are the best, and why?
- What type of project could we design and build? Are there regulatory hurdles or roadblocks?
- Will people want to use what we build? What do we need to attract boaters?
- How much would it cost and what does operating this facility look like?

The Marina Feasibility Study will:

- Solicit insight from key City of Mobile officials related to City marinas or public docks.
- Evaluate technical and regulatory requirements.
- Consider market and user expectations, infrastructure needs, and operations.
- Identify and screen multiple potential locations.
- Provide snapshot site assessments and project concepts at pre-screened locations.
- Identify priority locations and develop conceptual project plans, budgetary costs, operational expectations, and project narratives.
- Present findings and recommendations to the City of Mobile.

Based on our experience and understanding of the City's current goals, Covington proposes the following scope of work.

Task 1 - Marina Feasibility Study

Specific efforts include:

- Kickoff Meeting
  - Covington will meet with key City officials to discuss the project vision, goals, and concerns and garner relevant input, information, and direction.
- Data Review and Site Assessments
  - Conduct a desktop data review of relevant available studies, data, and information pertinent to the project.
  - Identify City owned or other advantageous sites for consideration of a public marina or dock.
  - Conduct site visits to visually assess potential locations.
- Technical Feasibility
  - Evaluate technical and engineering considerations of potential sites and facilities including exposure to conditions such as winds, waves, and wakes. Assess upland, shoreline, dockage, dredging, and access requirements, including potential maintenance dredging to inform operational considerations.
- Regulatory Requirements
  - Evaluate and outline general regulatory requirements, environmental considerations, and specific concerns as they relate to select sites, infrastructure, or operations.
- Market Expectations
  - Consider the future users of the potential facilities and assess the various boating user types, preferences, infrastructure and amenity expectations, and demand for public marina or docking.
- Infrastructure Needs
  - Identify infrastructure needs including upland supporting parking, utilities, access, and other amenities, along with water dependent infrastructures.
- Operational Considerations
  - Identify operational needs such as full- or part-time staffing, third-party operators, facility maintenance, dredging, and other considerations.
- Provide a summary of all potential sites, including matrix analysis and prioritization.
- Develop snapshot site assessments and project concepts at pre-screened locations.
- Develop conceptual project plans, budgetary costs, operational expectations, and project narratives at select priority locations.
- Provide a brief technical report summarizing the work, results, and recommendations.
- Meet with City officials to review findings, answer questions, and discuss path forward.

COVINGTON
CIVIL AND ENVIRONMENTAL

Cost and Schedule

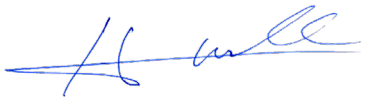
Covington proposes to conduct the work for a lump sum fee of $48,900.00.

The proposed work is estimated to be completed within three months of contracting and assumes a kickoff meeting can be scheduled during the first month after contract.

Closing

Covington greatly appreciates the opportunity to provide you with these services. If you have questions or require additional information, please contact me at (228) 216-5321 or by e-mail at heath.hansell@ccellc.us.

Sincerely,
COVINGTON CIVIL & ENVIRONMENTAL, LLC



Heath Hansell, P.E.
Principal Coastal Engineer

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Galls LLC for hat and breast badges for MPD.

Amount of Contract:
$19,029.90

Funding Source
General fund.

ATTACHMENTS:
1. 20260820 Galls Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Galls LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Galls LLC for hat and breast badges for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,029.90

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid reqmt; BuyBoard cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15778	2026	(1530) POLICE ADMIN SERVICES	HAT AND BREAST BADGES FOR MPD (PRICE BELOW BID REQUIREMENT; BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$19,029.90	(70216) GALLS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 33247097 AND THE BUY BOARD CONTRACT 773-25			
001	OFFICER BREAST BADGE; RHODIUM, NUMBERS TO BE PROVIDED 122.34 THIS INCLUDES THE CUSTOMIZATION OF EACH BADGE AT 3.08 EACH AND FOR THE CITY SEAL OF 5.75	36.00 EACH	131.17000	4722.12
	Additional Description Notes			
	OFFICER BREAST BADGE AS FOLLOWS: 2.875" IN SIZE FROM TOP TO BOTTOM, 2.18" FROM SIDE TO SIDE; BOTH ARE TO BE STAMPED SOLID BRASS BADGES WITH APPLIED BANNERS AND SEAL. FONT TO BE USED ON ALL BANNERS IS BLOCK.ALL BANNERS ARE LAYERED ON TOP OF THE BASE AND ARE GERMAN SOLDERED TO THE BASE. BADGES ARE TO BE DIE STAMPED BRASS 3/32" IN THICKNESS. THE BACKING TO BE 12 GAUGE AND COME WITH A JOINT CATCH AND SPRING; UNIFORM BADGE IS FLAT; OFFICER BADGE NICKEL ELECTRO PLATING ON A BRASS BASE. ALL BADGES NEED TO UNDERGO POLISHING PROCESS TO ACHIEVE THE HIGHEST BRILLIANCE AND SHINE. ALL BADGES TO BE COVERED WITH AN AUTOMOTIVE GRADE PROTECTIVE CLEAR COAT. BADGES NEED TO BE INTERCHANGEABLE AND REFURBISH ABLE. CUSTOM SEAL DESIGN TO BE SOLDERED ONTO THE EAGLE BASE. BADGES NEED TO COME WITH A LIFETIME WARANTY ON THE DETACHMENT OF ANY PINS OR POSTS ON THE BACKSIDE OR IF ANY OF THE ENAMEL FALLS OUT. ALSO, BADGE NEEDS TO HAVE THREE YEAR WARRANTY AGAINST FLAKING OR PEEELING OF THE PROTECTIVE CLEAR COAT. WE WILL REQUIRE CUSTOM BADGE MOLDS TO BE SAVED AND MAINTAINED FOR LIFE. BADGE BREAST, POLICE OFFICER RHODIUM FINISH, NUMBERED, BLACKINTON #BC996.			
	NUMBERS AS FOLLOWS:			

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	30,34,56,58,67,68,76,81,86,91,92,114,115,116,120,128,130,145,154,160,172,178 ,189,190,191,198,204,206,243,259,264,267,298,303,320,323, Vendor Item			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			4722.12
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	POLICE OFFICER HAT BADGE RHODIUM	36.00 EACH	122.34000	4404.24
	Additional Description Notes --- POLICE OFFICER HAT BADGE AS FOLLOWS: 3.25" IN SIZE FROM TOP TO BOTTOM, 2.85" FROM SIDE TO SIDE; STAMPED SOLID BRASS BADGES WITH APPLIED BANNERS AND SEAL; FONT TO BE USED ON ALL BANNERS IS BLOCK; BANNERS ARE LAYERED ON TOP OF THE BASE AND ARE GERMAN SOLDERED TO THE BASE; BADGES ARE TO BE DIE STAMPED BRASS 3/32" IN THICKNESS; SHOULD INCLUDE SINGLE HDAT POST WITH BUTTERFLY CLUTCH; HAT BADGE IS CURVED; FINISH SHOULD BE NICKEL ELECTRO PLATING ON A BRASS BASE; ALL BADGES NEED TO UNDERGO POLISHING PROCESS TO ACHIEVE THE HIGHEST BRILLIANCE AND SHINE; ALL BADGES TO BE COVERED WITH AN AUTOMOTIVE GRADE			

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	PROTECTIVE CLEAR COAT; CUSTOM SEAL WILL NEED TO BE SOLDERED ONTO THE EAGLE BASE; BADGES NEED TO BE INTERCHANGEABLE AND REFURBISH ABLE. THIS MEANS THAT BADGES CAN BE SENT IN FOR RANK, FINISH, AND BANNER ADDITIOONS OR CHANGES FOR ALL APPLIED PARTS, AS WELL AS FULL REFURBISHING; BADGES NEED TO COME WITH A LIFETIME WARRANTY ON THE DETACHMENT OF ANY PINS OR POSTS ON THE BACKSIDE OR IF ANY OF THE ENAMEL FALLS OUT. ALSO, BADGE NEEDS TO HAVE THREE YEAR WARRANTY AGIANST FLAKING OR PEELING OF THE PROTECTIVE CLEAR COAT. HAT BADGE WILL NOT INCLUDE NUMBERS, IT WILL HAVE A BLUE BACKGROUND WITH OFFICER IN SILVER.BLACKINTON STYLE BC995 Vendor Item			
1	1000.30.15.1530.1530.1530.0000.0000.44020. Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			4404.24
003	CORPORAL BREAST BADGE;BLACKINGTON # BC996; YELLOW GOLD PLATED; SAFETY CATCH 135.22 CUSTOMIZATION AT $3.08 AND THE CITY SEAL OF $5. 75	20.00 EACH	144.05000	2881.00

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes --- CORPORAL NUMBERS AS FOLLOWS: 1,6,11,18,27,29,38,40,48,49,51,52,53,54,57,66,67,68,69,70 Vendor Item			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			2881.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	CORPORAL HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	25.00 EACH	135.22000	3380.50
1	1000.30.15.1530.1530.1530.0000.0000.44020.			3380.50

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	Delivery Reference
Fax 859-269-3492	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
005	SERGEANT HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	14.00 EACH	135.22000	1893.08
	1 1000.30.15.1530.1530.1530.0000.0000.44020.			1893.08
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 6

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
006	LIEUTENANT HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	5.00 EACH	135.22000	676.10
1	1000.30.15.1530.1530.1530.0000.0000.44020.			676.10
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	BADGE SPECIAL ORDER AS SPECIFIED: Additional Description Notes --- BLACKINTON #BC996 HG - SERGEANT, RETIRED, HI-GLO WITH THE CITY OF MOBILE SEAL IN THE MIDDLE (MOBILE POLICE DEPARTMENT)	4.00 EACH	178.81000	715.24

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 7

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	FIRST TOP RIBBON -SERGEANT SECOND TOP RIBBON - RETIRED BOTTOM RIBBON - POLICE THIS INCLUDES BADGE 169.98 CUSTOMIZATION 3.08 CITY SEAL 5.75 Vendor Item Inventory Item/Loc 960			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			715.24
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	BADGE SPECIAL ORDER AS SPECIFIED:	2.00 EACH	178.81000	357.62
	Additional Description Notes --- BLACKINTON #BC996 HG			

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	Delivery Reference
Fax 859-269-3492	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	- MAJOR, RETIRED, HI-GLO			
	WITH THE CITY OF MOBILE SEAL IN THE MIDDLE (MOBILE POLICE DEPARTMENT)			
	FIRST TOP RIBBON -MAJOR SECOND TOP RIBBON - RETIRED BOTTOM RIBBON - POLICE			
	THIS INCLUDES BADGE 169.98 CUSTOMIZATION 3.08 CITY SEAL 5.75 Vendor Item Inventory Item/Loc 960			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			357.62
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 19029.90

Bill To	Requisition 00015778-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	Delivery Reference
Fax 859-269-3492	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	070216				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	19029.90	58186.80

POLICE ADMIN SERVICES EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/19/26	SANDRA LEWIS	GL Allocation, GL Allocation,
Queued	08/19/26	DONALD ROSE	GL Allocation, GL Allocation,
Queued	08/19/26	SANDRA LEWIS	GL Allocation, GL Allocation,
Queued	08/19/26	STEVEN KRONINGER	GL Allocation, GL Allocation,
Queued	08/19/26	MARYLYN BUSCHELL	GL Allocation, GL Allocation,
Queued	08/19/26	JAMES NEESE	GL Allocation, GL Allocation,
Queued	08/19/26	PATRICIA KENNEDY-JONES	GL Allocation, GL Allocation,
Queued	08/19/26	REBECCA CRUMPLER	GL Allocation, GL Allocation,
Queued	08/19/26	ANNE FOLEY	GL Allocation, GL Allocation,
Queued	08/19/26	JOHN PAINE	GL Allocation, GL Allocation,

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 21, 2026

Sent via email to: customercare@galls.com

Customer Care
Galls, LLC
1340 Russell Cave Rd
Lexington KY 40505

Re: Uniforms and Accessories
BuyBoard Contract 773-25

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 773-25 effective July 1, 2025 through June 30, 2026, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through June 30, 2027.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

10. Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	EDWARDS Catalog	26%	No
Nardis dba Nardis Public Safety	EDWARDS GARMENT price list	15%	Yes
Global Trading, Inc.	ELEVEN 10 Catalog	16%	No
ELITE Promotions	ELITE Promotions Catalog	0%	No
Keith Barton Kouba dba DBS Texas - Houston	Essentials Catalog	12%	Yes
J.A.K. Printwear, Inc. dba Ace T-Shirts	Essentials Catalog	12%	Yes
Global Trading, Inc.	FECHHEIMER Catalog	31%	No
Global Trading, Inc.	FILA Catalog	26%	No
Global Trading, Inc.	FIRST TACTICAL Catalog	16%	No
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Nardis dba Nardis Public Safety	FLYING CROSS price list	15%	No
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
Global Trading, Inc.	GILDAN Catalog	26%	No
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
Global Trading, Inc.	GRABBERS Catalog	26%	No
Global Trading, Inc.	HAIX Catalog	26%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No
Nardis dba Nardis Public Safety	HERO'S PRIDE price list	15%	No
Global Trading, Inc.	HERO'S PRIDE Catalog	26%	No

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance.*

Should the Department receive notice that BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Gametime for three benches and five accessible shelter tables for Parks Department.

Amount of Contract:
$20,504.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260818 Gametime Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Gametime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gametime for three benches and five accessible shelter tables for Parks Department.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,504.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; 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
15411	2026	(2012) PARKS MAINTENANCE	THREE BENCHES AND FIVE ACESSIBLE SHELTER TABLES FOR PARKS DEPT (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$20,504.00	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00015411-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE 107986-01-02 AND THE OMNIA PARTNERS CONTRACT 2017001134 THAT EXPIRES ON 06-30-2027			
001	ULTRASITE- 6' HAMILTON BENCH W. BACK, SLAT-CENTER ARM-PC FRAME P-GREEN, PART # P91C-S6, OMNIA #2017001134	3.00 EACH	2303.00000	6909.00
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			6909.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE-10' ADA EXTRA HEAVY DUTY SHELTER TABLE, (4 LEGS/ 4 SEATS, GREEN, PART # P238H-V10, OMNIA #201700134	5.00 EACH	2719.00000	13595.00

Bill To	Requisition 00015411-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GAMETIME	LANGAN PARK DELIVERIES TO SAGE
P O BOX 1178	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	DEEANN
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020.			13595.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DEEANN

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20504.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	20504.00	21734.20
PARKS MAINTENANCE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/16/26	SHONNDA SMITH	
Approved	07/16/26	DANIEL OTTO	Auto approved by: 910518244
Approved	07/16/26	SHONNDA SMITH	
Approved	07/16/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/15/26	DONALD ROSE	Auto approved by: 910518227

Bill To	Requisition 00015411-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GAMETIME	LANGAN PARK DELIVERIES TO SAGE
P O BOX 1178	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	DEEANN
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/26	289913				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/15/26	SANDRA LEWIS			
	Approved	08/15/26	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	08/15/26	MARYLYN BUSCHELL		Auto approved by: 910518227	
	Approved	08/15/26	JAMES NEESE		Auto approved by: 910518227	
	Approved	08/15/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518227	
	Approved	08/15/26	REBECCA CRUMPLER		Auto approved by: 910518227	
	Approved	08/15/26	ANNE FOLEY		Auto approved by: 910518227	
	Approved	08/15/26	JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Real Estate
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.



- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**
  City of Charlotte, NC | 2017001134

VIEW CONTRACT DOCUMENTATION | CONTACT US

GameTime Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC
Contract Number: 2017001134

Initial Term: July 1, 2017 through June 30, 2022
Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026
EXTENDED THROUGH June 30, 2027

DOWNLOAD CONTRACT FILES

Executive Summary & Overview

- Uniform Guidance
- Pricing
- AZ Due Diligence

Master Agreement Documents

- Official Signed Master Agreement
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12 - Renewal
- Contract Amendment 13
- Contract Amendment 14 - Renewal
- Contract Amendment 15
- Contract Amendment 16
- Contract Amendment 17 - Extension
- Contract Amendment 18 - Extension

Solicitation Process

- Original Request for Proposal
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- Proof of Publication

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

OMNIA® PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to McSweeney Auto Group Clanton LLC for one 2026 Chevrolet Silverado 1500 4WD crew cab pickup truck for Animal Services.

Amount of Contract:
$44,489.52

Funding Source
General fund

ATTACHMENTS:
1. 20260820 McSweeney Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 McSweeney Auto Group Clanton LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to McSweeney Auto Group Clanton LLC for one 2026 Chevrolet Silverado 1500 4WD crew cab pickup truck for Animal Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $44,489.52

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11899	2026	(2050) FLEET MANAGEMENT-GARAGE	ONE 2026 CHEVROLET SILVERADO 1500 4WD CREW CAB PICKUP TRUCK FOR ANIMAL SERVICES (AL STATE CONTRACT)	$44,489.52	(299344) MCSWEENEY AUTO GROUP CLANTON LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00011899-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 1

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MOTOR POOL - ATTN: ADAM LYNN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	CHEVY SILVERADO 1500 4WD CREW CAB AS FOLLOWS: CHEVROLET SILVERADO 1500 4WD CREWCAB, WHITE IN COLOR. PRICE INCLUDES DELIVERY TO DANA SAFETY IN ALABASTER ALABAMA. ASS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA24000004917 AND YOUR QUOTE EMAILED ON 8-20*2026 Additional Description Notes --- CHEVY SILVERADO 1500 4WD CREW CAB AS FOLLOWS: CHEVY SAFETY ASSIST INCLUDES (UHY) AUTOMATIC EMERGENCY BRAKING, (UKJ) FRONT PEDESTRIAN BRAKING, (UHX) LANE KEEP ASSIST WITH LANE DEPARTURE WARNING, (UE4) FOLLOWING DISTANCE INDICATOR, (UEU) FORWARD COLLISION ALERT AND (TQ5) INTELLIBEAM DURABED, PICKUP BED; ENGINE, TURBOMAX (310 HP) @5600 RPM, 430 LB-FT OF TORQUE (583 NM) @ 3000 RPM) (STD) (NOT AVAILABLE WITH (Z71) Z71 OFF-ROAD PACKAGE, (VYU) SNOW PLOW PREP PACKAGE OR (ZW9 PICKUP BED DELETE.) TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE AND TOW/HAUL MODE. INCLUDES CRUISE GRADE BRAKING AND POWERTRAIN GRADE BRAKING (STD) (INCLUDED AND ONLY AVAILABLE WITH (L3B) TURBOMAX ENGINE. REQUIRES (AZ3) FRONT 40/20/40 SPLIT BENCH SEATS; REAR AXLE, 3.42 RATION;GVWR, 7,000 LBS. (3175 KG) (STD) (REQUIRES CREW CAB OR DOUBLE CAB 4WD MODEL AND (L3B) TURBOMAX ENGINE.;PUSH BUTTON START;AUTOMATIC STOP/START (NOT AVAILABLE WITH (5W4) SPECIAL SERVICES PACKAGE, (9C1) POLICE PURSUIT PACKAGE OR (FHS) E85 FLEX FUEL CAPABILITY.;TRANSFER CASE, SINGLE SPEED ELECTRONIC	1.00 EACH	44489.52000	44489.52

Bill To	Requisition 00011899-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MOTOR POOL - ATTN: ADAM LYNN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	AUTOTRAC WITH PUSH BUTTON CONTROL (4WD MODELS ONLY);FOUR WHEEL DRIVE;BATTERY, HEAVY-DUTY 730 COLD-CRANKING AMPS/80 AMP-HR, MAINTENANCE-FREE WITH RUNDOWN PROTECTION AND RETAINED ACCESSORY POWER;ALTERNATOR, 220 AMPS (INCLUDED WITH (L3B) TURBOMAX ENGINE, (VYU) SNOW PLOW PREP PACKAGE, (5W4) SPECIAL SERVICE PACKAGE OR (9C1) POLICE PURSUIT PACKAGE);RECOVERY HOOKS, FRONT, FRAME-MOUNTED, BLACK, FRAME, FULLY-BOXED, HYDROFORMED FRONT SECTION;SUSPENSION PACKAGE, STANDARD;STEERING, ELECTRIC POWER STEERING (EPS) ASSIST, RANCK-AND-PINION; BRAKES, 4-WHEEL ANTILOCK, 4-WHEEL DISC W/DURALIFE ROTORS;BRAKE LINING WEAR INDICATOR;CAPLESS FUEL FILL;EXHAUST, SINGLE OUTLET;WHEELS, 17"x8" ULTRA SILVER PAINTED STEEL;TIRES, 255/70R17 ALL-SEASON, BLACKWALL;TIRE,SPARE 255/70R17 ALL-SEASON, BLACKWALL;WHEEL, 17"x8" FULL SIZE,STEEL SPARE;TIRE CARRIER LOCK, KEYED CYLINDER LOCK THAT UTILIZES SAME KEY AS IGNITION AND DOOR;BUMPERS, FRONT, BLACK (SEMI-GLOSS);BUMPERS, REAR, BLACK (SEMI-GLOSS);CORNERSTEP, REAR BUMPER;CARGO TIE DOWNS (12), FIXED RATED AT 500LBS PER CORNER;HEADLAMPS, HALOGEN REFLECTOR W/HALOGEN DAYTIME RUNNING LAMPS;INTELLIBEAM, AUTOMATIC HIGH BEAM ON/OFF;LAMPS, CARGO AREA, CAB MOUNTED INTEGRATED W/CENTER HIGH MOUNT STOP LAMP, W/SWITCH IN BANK ON LEFT SIDE OF STEERING WHEEL (INCANDESCENT ON REGULAR CAB MODELS, LED ON CREW CAB AND DOUBLE CAB MODELS);TAILLAMPS W/INCANDESCENT TAIL, STOP AND REVERSE LIGHTS;MIRRORS, OUTSIDE MANUAL, BLACK;GLASS,SOLAR ABSORBING,TINTED;DOOR HANDLES, BLACK;TAILGATE AND BED RAIL PROTECTION CAP, TOP;TAILGATE, STANDARD;TAILGATE, LOCKING UTILIZES SAME KEY AS IGNITION AND DOOR;TAILGATE,GATE FUNCTION MANUAL, NO EZ LIFT;AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM 7" DIAGONAL HD COLOR TOUCHSCREEN, AM/FM STEREO, BLUETOOTH AUDIO STREAMING FOR 2 ACTIVE DEVICES, VOICE COMMAND PASS-THROUGH TO PHONE, WIRELESS APPLE CARPLAY AND WIRELESS ANDROID AUTO COMPATIBILITY;SIRIUS XM, DELETE;AUDIO SYSTEM FEATURE, 6-SPEAKER SYSTEM;WIRELESS PHONE PRJECTION FOR APPLE CARPLAY AND ANDROID AUTO;BLUETOOTH FOR PHONE, CONNECTIVITY TO VEHICLE INFOTAINMENT SYSTEM;WIFI HOTSPOT CAPABLE;SEATS, FRONT 40/20/40 SPLIT-BENCH W/COVERED ARMRET STORAGE ADN UNDER-SEAT STORAGE (LOCAKABLE);SEAT TRIM, VINYL;SEAT ADJUSTER, DRIVER-4WAY			

Bill To	Requisition 00011899-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MOTOR POOL - ATTN: ADAM LYNN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MANUAL;SEAT ADJUSTER, PASSENGER 4-WAY MANUAL;SEAT, REAR 60/40 FOLDING BENCH (FOLDS UP), 3-PASSENGER (INCLUDES CHILD SEAT TOP TETHER ANCHOR);FLOOR COVERING,RUBBERIZED-VINLY;STEERING WHEEL,URETHANE;STEERING COLUMN, TILT-WHEEL, MANUAL W/WHEEL LOCKING SECURITY FEATURE;STEERING COLUMN LOCK, ELECTRICAL;INSTRUMENT CLUSTER, 6-GAUGE CLUSTER FEATURING SPEEDOMETER, FUEL LEVEL, ENGINE TEMPERATURE, TACHOMETER, VOLTAGE ADN OIL PRESSURE;DRIVER INFORMATION CENTER, 3.5" DIAGONAL MONOCHROMATIC DISPLAY;EXTERIOR TEMPERATURE DISPLAY LOCATED IN RADIO DISPLAY;COMPASS LOCATED IN INSTRUMENT CLUSTER;WINDOW, POWER FRONT, DRIVERS EXPRESS UP/DOWN;WINDOW, POWER FRONT, PASSENGER EXPRESS UP/DOWN;WINDOWS, POWER REAR, EXPRESS DOWN;DOOR LOCKS, POWER;REMOTE KEYLESS ENTRY, W/2 TRANSMITTERS;CRUISE CONTROL, ELECTRONIC W/SET AND RESUME SPEED, STEERING WHEEL-MOUNTED;POWER OUTLET, FRONT AUXILIARY, 12-VOLT;USB PORTS, 2, CHARGE/DATA PORTS LOCATED ON INSTRUMENT PANEL;AIR CONDITIONG, SIGLE-ZONE MANUAL;AIR VENTS,REAR, HEATING/COOLING;MIRROR, INSIDE REARVIEW, MANUAL TILT;ASSIST HANDLES FRONT A-PILLAR MOUNTED FRO DRIVER AND PASSENGER, REAR B-PILLAR MOUNTED;AUTOMATIC EMERGENCY BRAKING;FRONT PEDESTRIAN BRAKING;STABILITRAK, STABILITY CONTROL SYSTEM W/PROACTIVE ROLL AVOIDANCE AND TRACTION CONTROL, INCLUDES ELECTRONIC TRAILER SWAY CONTROL AND HILL START ASSIST;DAYTIME RUNNING LAMPS W/AUTOMATIC EXTERIOR LAMP CONTROL;AIRBAGS, DUAL-STAGE FRONTAL AIRBAGS FOR DRIVER AND FRONT OUTBOARD PASSENGER;SEAT-MOUNTED SIDE-IMPACT AIRBAGS FOR DRIVER ADN FRONT OUTBOARD PASSENGER;HEAD-CURTAIN AIRBAGS FOR FRONT AND REAR OUTBOARD SEATING POSITIONS;INCLUDES FRONT OUTBOARD PASSENGER SENDING SYSTEM FOR FRONTAL OUTBOARD PASSENGER AIRBAG;ONSTAR SERVICES CAPABLE;ONSTAR BASICS;HD REAR VISION CAMERA;LANE KEEP ASSIST W/LANE DEPARTURE WARNING;FOLLOWING DISTANCE INDICATOR; MFORWARD COLLISION ALERT;REAR SEAT REMINDER;REAR SEAT BELT INDICATOR;TIRE PRESSURE MONITORING SYSTEM, AUTO LEARN INCLUDES TIRE FILL ALERT;WARRANTY,BASIC 3 YEARS;BASIC MILES-36,000;DRIVETRAIN YEARS-5;DRIVETRAIN MILES-60,000;DRIVETRAIN NOTE-SILVERADO TURBOMAX ENGINES,3.0L & 6.0L DURAMAX TURBO-DIESEL ENGINES, AND CERTAIN COMMERCIAL, GOVERNMENT,AND QUALIFIED FLEET VEHICLES: 5YEARS/100,000 MILES; CORROSION			

Bill To	Requisition 00011899-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: 9105paij Status: Released Page 4

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	YEARS (RUST-THROUGH):6;CORROSION YEARS:3;CORROSION MILES(RUST THROUGH):100,000;CORROSION MILES:36,000;ROADSIDE ASSISTANCE:5 YEARS;ROADSIDE ASSISTANCE MILES: 60,000 ADDITIONAL OPTIONS: 5W4-SPECIAL SERVICE PACKAGE INCLUDES (K47) HIGH CAPACITY AIR FILTER, (KW5) 220-AMP ALTERNATOR, (KI4) 120-VOLT POWER OUTLET, (KC9) 120-VOLT BED-MOUNTED POWER OUTLET, (5J1) CALIBRATION, KEYLESS REMOTE PANIC BUTTON EXTERIOR LIGHTS/HORN DISABLE, (5J3) CALIBRATION AND SERVEILLANCE MODE INTERIOR & EXTERIOR LIGHTING, (6j7) HEADLAMP AND TAILAMP FLASHER SYSTEM, (5LO) RED/RED TAILLAMP FLASHER CALIBRATION AND (5J9) RED/WHITE TAILLAMP FLASHER CALIBRATION ;WHEELHOUSE LINERS, REAR;CHEVYTEC SPRAY-ON BEDLINER, BLACK;AUTO-LOCKING REAR DIFFERENTIAL TRAILERING PACKAGE IS ORDERED. INCLUDED WITH OFF-RIOAD PACKAGE OR POLICE PURSUIT PACKAGE;ENGINE 5.3L ECOTEC3 V8 @5600RPM, 383 LB-FT TORQUE @4100 RPM;FEATURING AVAILABLE DYNAMIC FUEL MANAGEMENT THAT ENABLES THE ENGINE TO OPERATE IN 17 MDIFFERENT PATTERNS BETWEEN 2 AND 8 CYLINDERS, DEPENDING ON DEMAND, TO OPTIMIZE POWER DELIVERY AND EFFICIENCY;WT VALUE PACKAGE INCLUDES WT CONVENIENCE PACKAGE AND TRAILERING PACKAGE;TAILGATE, GATE FUNCTION MANUAL W/EX LIFT INCLUDES POWER LOCK ADN RELEASE;LPO,ASSIST STEPS-4" BLACK-ROUND SEE ATTACHMENTS FOR ALL SPECS. AS REQUESTED BY 1546-ANIMAL SERVICES			
1	1000.30.23.1546.1546.2300.0000.0000.45040.			44489.52

Bill To	Requisition 00011899-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 5

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MOTOR POOL - ATTN: ADAM LYNN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 44489.52

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

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040.	44489.52	890027.09
ANIMAL SHELTER EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	08/20/26	JOHN PAINE	GL Allocation changed
CCancelled	08/20/26	JOHN PAINE	Requisition item removed chang
Approved	05/18/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/18/26	SHONNDA SMITH	
Approved	05/18/26	CHERI BOUCHER	Auto approved by: 910518244
Queued	08/20/26	MATTHEW ANDERSON	Auto approved by: 910518244
Queued	08/20/26	SHONNDA SMITH	Auto approved by: 910518244

Bill To	Requisition 00011899-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 6

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MOTOR POOL - ATTN: ADAM LYNN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 08/20/26	CHERI BOUCHER		Auto approved by: 910518244	
	Pending	DONALD ROSE		Auto approved by: 910518244	
	Pending	SANDRA LEWIS		Auto approved by: 910518244	
	Pending	STEVEN KRONINGER		Auto approved by: 910518244	
	Pending	MARYLYN BUSCHELL		Auto approved by: 910518244	
	Pending	JAMES NEESE		Auto approved by: 910518244	
	Pending	PATRICIA KENNEDY-JONES		Auto approved by: 910518244	
	Pending	REBECCA CRUMPLER		Auto approved by: 910518244	
	Pending	ANNE FOLEY		Auto approved by: 910518244	
	Pending	JOHN PAINE		Auto approved by: 910518244	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Chevrolet Fleet Vehicle - McSweeney Auto Group

Type
Master Agreement

Supplier
McSweeney Auto Group Clanton LLC

Contract Code
MA240000004917

Linked Solicitation
Chevrolet Fleet Vehicle Bid

Sourcing Number
SRC0000022560

Public Comments
Provides current model year non-alternative fuel Chevrolet (GM) fleet vehicles, including base vehicles and factory-installed options.

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

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

1 Record(s)

Contract Scope

Organizations
State of Alabama, State of Alabama

Contract Validity

Start Date
8/26/2024

End Date
8/25/2027

Documents

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

Items

- GM_Vehicle_Terms_and_Conditions (12).pdf
- Executive Summary State of Alabama Chevrolet.pdf

Item Name	Product Code		UOM
2027 Chevrolet Tahoe 2WD	4917-45	57,071.78	Each
2027 Chevrolet Tahoe 4WD	4917-46	59,703.90	Each
2027 Chevrolet Suburban 2WD	4917-47	59,410.49	Each
2027 Chevrolet Suburban 4WD	4917-48	62,231.41	Each
2026 Chevrolet Tahoe 2WD	4	56,114.98	Each
2025 Chevrolet Tahoe 2WD	4	53,717.58	Each
2025 Chevrolet Tahoe 4WD	5	56,538.90	Each
2026 Chevrolet Tahoe 4WD	5	58,747.10	Each
2026 Chevrolet Suburban 2WD	6	58,453.69	Each
2025 Chevrolet Suburban 2WD	6	56,056.29	Each
2025 Chevrolet Suburban 4WD	7	58,877.61	Each
2026 Chevrolet Suburban 4WD	7	61,274.61	Each
Chevrolet Colorado Crew Cab 2WD	8	30,471.24	Each

Item Name	Product Code		UOM
Chevrolet Colorado Crew Cab 4WD	9	33,570.49	Each
Chevrolet Silverado Standard Cab 2WD	10	34,073.82	Each
Chevrolet Silverado Standard Cab 4WD	11	37,858.50	Each
Chevrolet Silverado Double Cab 2WD	12	35,391.54	Each
Chevrolet Silverado Double Cab 4WD	13	37,933.63	Each
Chevrolet Silverado Crew Cab 2WD	14	37,458.75	Each
Chevrolet Silverado Crew Cab 4WD	15	39,975.42	Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,413.64	Each
2025 Diesel Engine Upgrade	17	8,488.27	Each
2026 Diesel Engine Upgrade	17	8,943.27	Each
Chevrolet Silverado Std. Cab 4WD 2500	18	43,854.25	Each
2025 Diesel Engine Upgrade	19	8,488.27	Each
2026 Diesel Engine	19	8,943.27	Each

Item Name	Product Code		UOM
Upgrade			
Chevrolet Silverado Double Cab 2WD 2500	20	42,309.62	Each
2025 Diesel Engine Upgrade	21	8,488.27	Each
2026 Diesel Engine Upgrade	21	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,330.66	Each
2025 Diesel Engine Upgrade	23	8,488.27	Each
2026 Diesel Engine Upgrade	23	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 2500	24	44,019.26	Each
2025 Diesel Engine Upgrade	25	8,488.27	Each
2026 Diesel Engine Upgrade	25	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 2500	26	46,020.10	Each
2025 Diesel Engine Upgrade	27	8,488.27	Each
2026 Diesel Engine Upgrade	27	8,943.27	Each
Chevrolet Silverado Std. Cab 2WD 3500	28	43,961.73	Each

Item Name	Product Code		UOM
2025 Diesel Engine Upgrade	29	8,488.27	Each
2026 Diesel Engine Upgrade	29	8,943.27	Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,982.78	Each
2025 Diesel Engine Upgrade	31	8,488.27	Each
2026 Diesel Engine Upgrade	31	8,943.27	Each
Chevrolet Silverado Double Cab 2WD 3500	32	43,626.23	Each
2025 Diesel Engine Upgrade	33	8,488.27	Each
2026 Diesel Engine Upgrade	33	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,647.28	Each
2025 Diesel Engine Upgrade	35	8,488.27	Each
2026 Diesel Engine Upgrade	35	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,334.99	Each
2025 Diesel Engine Upgrade	37	8,488.27	Each
2026 Diesel Engine Upgrade	37	8,943.27	Each

Item Name	Product Code		UOM
Chevrolet Silverado Crew Cab 4WD 3500	38	47,356.04	Each
2025 Diesel Engine Upgrade	39	8,488.27	Each
2026 Diesel Engine Upgrade	39	8,943.27	Each
Chevrolet Express 12-Passenger Van	40	44,785.30	Each
Chevrolet Express 15-Passenger Van	41	46,338.35	Each
Chevrolet Express Cargo Van	42	39,414.80	Each
Chevrolet Vehicle Options	43	0.00	USD
Chevrolet Delivery	44	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Reconview LLC for two Securelot X1 camera trailer with
APEX power, camera. mast, and storage upgrades for MPD.

Amount of Contract:
$104,330.38

Funding Source
General fund

ATTACHMENTS:
1. 20260820 Reconview Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Reconview LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Reconview LLC for 2 Securelot X1 camera trailers with APEX power, camera. mast, and storage upgrades for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $104,330.38

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: GSA contract; bid exempt as related to security and safety of persons AL Code 41-16-51(a)(15)

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
14713	2026	(1530) POLICE ADMIN SERVICES	TWO RECONVIEW SECURELOT X1 CAMERA TRAILERS WITH APEX POWER, CAMERA, MAST, AND STORAGE UPGRADES FOR MPD (GSA CONTRACT; BID EXEMPT AS RELATED TO SAFETY AND SECURITY OF PERSONS IAW AL CODE 41-16-51(A)(15))	$104,330.38	(299901) RECONVIEW LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014713-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
RECONVIEW LLC	POLICE HEADQUARTERS
205 COMMERCIAL BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LOCUST, NC 28097	
Tel#980-358-5876	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/26	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER GSA CONTRACT #47QSWA22D0052 AND YOUR QUOTE #5748468000034954012.			
	STATE OF ALABAMA BID LAW EXCEPTION 41-16-51(a)15.			
	EMAIL PO TO CHOWELL@RECONVIEW.COM PHONE: 980-358-5876.			
	CONTACT JENNIFER WESSON TO SCHEDULE DELIVERY AND COORDINATE FORKLIFT. WESSONJ@CITYOFMOBILE.GOV PHONE: 251-208-1901			
001	TRAILER CAMERA, RECONVIEW SECURELOT X1 CAMERA TRAILER- $28098.24 - GSA 2% DISCOUNT AND - 1% LOYALTY DISCOUNT APEX PACKAGE (EXTENDED BATTERY PACK); RECONVIEW SECURELOT X1-APEX PACKAGE-EXTENDED BATTERY PACK $223788.15 - GSA 2% DISCOUNT AND - 1% LOYALTY DISCOUNT TOTAL $48, 773.21 Additional Description Notes TO INCLUDE: -1000AH BATTERIES -640W SOLAR PANELS -6 FLASHING BEACONS -120V SHORE POWER	2.00 EACH	50340.19000	100680.38

Bill To	Requisition 00014713-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
RECONVIEW LLC 205 COMMERCIAL BLVD LOCUST, NC 28097 Tel#980-358-5876	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/26	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	-20 FOOT MAST AND ENCLOSURE -4TB ONBOARD STORAGE -3PTZ CAMERAS WITH IR CUT FILTER -1 BULLET CAMERA -NETWORK HORN -STARLINK MINI -1 FLOODLIGHT -ONLY SUITABLE FOR SUNNY STATES: TX, NC, FL, NV, NM, AZ ETC. NOT SUITABLE FOR COLD REGIONS NOTE: PRICES INCLUDING THE DISCOUNT DO NOT MATCH EXACTLY DUE TO MUNIS SYSTEM LIMITATIONS.			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			100680.38
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	FREIGHT	1.00 EACH	3650.00000	3650.00
	Additional Description Notes			

Bill To	Requisition 00014713-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
RECONVIEW LLC 205 COMMERCIAL BLVD LOCUST, NC 28097 Tel#980-358-5876	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/26	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	THIS FREIGHT IS FOR SHIPPING 2 TRAILERS. FORKLIFT NEEDED AT DELIVERY LOCATION Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			3650.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 104330.38

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	104330.38	9349305.30
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		

Bill To	Requisition 00014713-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
RECONVIEW LLC	POLICE HEADQUARTERS
205 COMMERCIAL BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LOCUST, NC 28097	
Tel#980-358-5876	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/26	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	08/20/26	ANNE FOLEY	Requisition item removed chang
CCancelled	08/20/26	ANNE FOLEY	GL Allocation changed
Approved	08/20/26	DONALD ROSE	Auto approved by: 9105fola
Approved	08/20/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/20/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/20/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	08/20/26	JAMES NEESE	Auto approved by: 9105fola
Approved	08/20/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	08/20/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	08/20/26	ANNE FOLEY	
Approved	08/20/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

An official website of the United States government Here's how you know



RECONVIEW SECURELOT X1 CAMERA TRAILER

Reconview SecureLot X1 camera trailer: 600W solar panels, 400AH batteries, 20ftmast, 1 PTZ camera, 110V outlet, cradlepoint router, blue-white flashing beacons, forklift stake pockets, 30 day storage etc.

Manufacturer Part Number	RVX10
Manufacturer	RECONVIEW LLC
Country of Origin	UNITED STATES
Dimensions	9.08L X 4.83W (FT)
Schedule/SIN	MAS/334220
Contractor Part Number	RVX10

Country of Origin - US

DISAST PURCH Disaster Purchasing items

COOP PURCH Cooperative Purchasing items

$28,098.24 EA

Shipping not included

Quantity: 1

Add to Cart

Compare Sources (1)

Sold and Shipped by

ZENN GROUP LLC

Contract minimum order: $1.00

Contract Number

47QSWA22D0052 (Ends: Apr 28, 2027)

Socio

s d

Features

V

FOB/Shipping

- Shipping not included - CONUS, AK, PR, HI

Delivery

30 days shipped ARO

Volume Discounts

2 - 99999999 2.0%

Compare Available Sources

To view another contractor description, simply select the Contractor in the list below.

Showing **1** of **1** Matching Contractors.

	Price/Unit		Features (0)	Contractor	Socio (0)	Photo	Deliv Days	Min Order	FOB/Sh
Selected	**$28,098.24**	EA		**ZENN GROUP LLC**	s d		30 days shipped ARO	$1.00	O-CONUS,A

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Safeware Inc for Med-Eng EOD 10E bomb suit with helmet for MPD.

Amount of Contract:
$51,096.48

Funding Source
FY2025 Port Security Grant

ATTACHMENTS:
1. 20260820 Safeware Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Safeware Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Safeware Inc for Med-Eng EOD 10E bomb suit with helmet for MPD.

FY2025 Port Security Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $51,096.48

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; federal small purch acquisition.

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
15248	2026	(2045) MAJOR PROJECTS	MED-ENG EOD 10E BOMB SUIT WITH HELMET FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT; COMPLIANT AS FEDERAL SMALL PURCHASE ACQUISITION)	$51,096.48	(274594) SAFEWARE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00015248-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SAFEWARE INC	POLICE HOMELAND SECURITY
4403 FORBES BLVD	720 MUSEUM DRIVE
	MOBILE, AL 36608
LANHAM SEABROOK, MD 20706	PAUL.ALFORD@CITYOFMOBILE.GOV
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	SGT. ALFORD/KELSI TIPPERY
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	274594				MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 10305782 AND THE OMNIA CONTRACT 4400008468 EXPIRES 9-30-2028			
001	BOMB SUIT: Suit will have a jacket with universal patch cord; the jacket must provide protection to the entire front and back torso; should have a high-profile collar that integrates with the helmet visor to provide continuous protection to the neck; patch cord should be routed through the jacket to accommodate the use of EOD helmet and communications; should have pockets and straps for carrying tools and radios; integrated groin protector; trousers with reinforcement over the frontal leg region; back protector; detachable boot covers that snap to the bottom of trouser legs; knapsack style carry bag; steel hanger for drying; user CD and manuals; meet MIL-STD-662F Test Specifications; fire retardant outer shell HELMET: Four point retention system, onboard	1.00 EACH	51096.48000	51096.48

Bill To	Requisition 00015248-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SAFEWARE INC	POLICE HOMELAND SECURITY
4403 FORBES BLVD	720 MUSEUM DRIVE
	MOBILE, AL 36608
LANHAM SEABROOK, MD 20706	PAUL.ALFORD@CITYOFMOBILE.GOV
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	SGT. ALFORD/KELSI TIPPERY
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	274594				MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	power supply, remote control module, communications system compatibility and EOD and Breathing Apparatus visor compatibility; made of composite material for multi-threat, chemical and EOD/IEDD environments; comfort liner that is removable and interchangeable; integrated chin and nape strap for four-point stability; low profile ventilation system, two low noise fans mounted on rear of helmet shell, provide air to the inside of the helmet at a rate of 60 liters/minute at normal mode, 120 liters/minute at maximum setting in normal mode, 150 liters/minute at turbo mode; linked speaker system; onboard power supply housed in protective enclosure powered by AA batteries; remote module that will attach to the sleeve of the bomb suit; two interchangeable visors, one for EOD and the other for breathing apparatus; searchlights built into top of the visor; shielded power supply; carry bag; user manual and/or CD; meet standards of MIL-STD-662F Test Specification;			

Bill To	Requisition 00015248-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SAFEWARE INC	POLICE HOMELAND SECURITY
4403 FORBES BLVD	720 MUSEUM DRIVE
	MOBILE, AL 36608
LANHAM SEABROOK, MD 20706	PAUL.ALFORD@CITYOFMOBILE.GOV
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	SGT. ALFORD/KELSI TIPPERY
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	274594				MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	permit 96% peak ear overpressure; meet or exceed CSA standard Z611-02, section 15.3; meet British Standard PAS 017 Appendix Q; meet or exceed humidity exposure profile stated in MIL-STD-810F Additional Description Notes --- EOD 10E BOMB SUIT: Size Large, Color Green Materials: Outer Shell-Kevlar/Nomex blend fabric, Nomex thread, Blast Plate Pouch-durable Nylon Cordura, Zippers-brass with Nomex fabric tape, Attachment System-PBI/Kevlar & nylon webbings, cotton elastics, Velcro hook and loop, acetal hardware, Protective Inserts (Soft Components)- layered aramid fiber, contained in water-repellant nylon Protective Inserts (Rigid Components)-polycarbonate, aluminum, foam, UHMWPE (ultra-high molecular weight polyethylene) HELMET: Color Green Weight: Shell-8.36lbs, EOD Visor-4.04lbs, BA Visor-4.4lbs, Remote-0.62lbs Materials: Shell-high performance composite material, Helmet Liner-impact attenuation foam, Comfort Liner-flame laminated foam/fire retardant fabric, Inner Visor Layer-polycarbonate, Outer Visor Layer-Poly Methyl Methacrylate, Fasteners-Stainless Steel/Corrosion-Resistant Steel, EAS Housing-high-impact polycarbonate, Retention System-nylon webbing, foam and fabric, stainless steel, corrosion resistant steel, elastomer			
1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT25.INVJUST3 .EOD 10E .			48000.00

Bill To	Requisition 00015248-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
SAFEWARE INC 4403 FORBES BLVD LANHAM SEABROOK, MD 20706 Tel#615-785-2316 Fax 301-683-1200	POLICE HOMELAND SECURITY 720 MUSEUM DRIVE MOBILE, AL 36608 PAUL.ALFORD@CITYOFMOBILE.GOV Delivery Reference SGT. ALFORD/KELSI TIPPERY Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	274594				MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1530.1530.0000.0000.44020.			3096.48

Ship To
POLICE HOMELAND SECURITY
720 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
SGT. ALFORD/KELSI TIPPERY

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Requisition Link

Requisition Total 51096.48

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDPORT25.INVJUST3 .EOD 10E .	48000.00	94876.15

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020. POLICE ADMIN SERVICES EXP OPERATING SUPPLIES	3096.48	9349305.30
5309.30.15.0000.0000.1530.0000.0000.47010. PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000)	48000.00	9349305.30

Bill To	Requisition 00015248-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
SAFEWARE INC	POLICE HOMELAND SECURITY
4403 FORBES BLVD	720 MUSEUM DRIVE
	MOBILE, AL 36608
LANHAM SEABROOK, MD 20706	PAUL.ALFORD@CITYOFMOBILE.GOV
Tel#615-785-2316	Delivery Reference
Fax 301-683-1200	SGT. ALFORD/KELSI TIPPERY
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

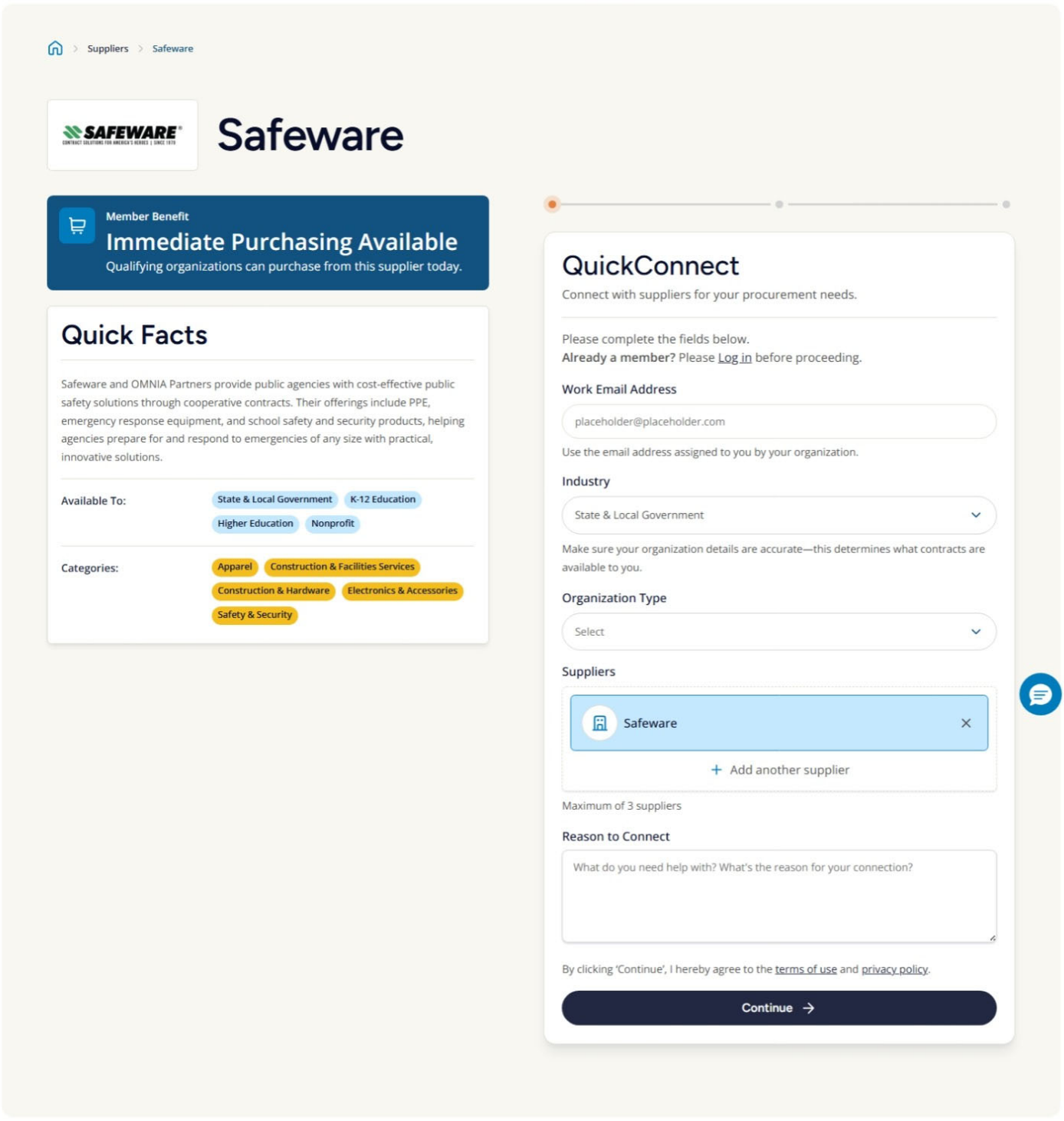
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	274594				MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	08/20/26	SANDRA LEWIS	GL Allocation changed
Rejected	07/15/26	AMBER ADAMS	THIS ITEM ONLY HAS $48,000 ALL
Approved	07/15/26	AMBER ADAMS	
Approved	07/15/26	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	07/15/26	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	08/20/26	AMBER ADAMS	
Approved	08/20/26	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	08/20/26	SHAUNAGYE SIMMS	Auto approved by: 910518931
Unknown	08/20/26	SANDRA LEWIS	
Unknown	08/20/26	ANNE FOLEY	
Queued	08/20/26	DONALD ROSE	
Queued	08/20/26	SANDRA LEWIS	
Queued	08/20/26	STEVEN KRONINGER	
Queued	08/20/26	MARYLYN BUSCHELL	
Queued	08/20/26	JAMES NEESE	
Queued	08/20/26	PATRICIA KENNEDY-JONES	
Queued	08/20/26	REBECCA CRUMPLER	
Queued	08/20/26	ANNE FOLEY	
Queued	08/20/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature



Public Safety Solutions

Safeware gives OMNIA Partners members access to Public Safety, Emergency Preparedness, and Safety Equipment Solutions through competitively solicited and publicly awarded contracts so your team can move faster, spend smarter, and skip the bid process.

No RFP Required

Access Safeware's full program through a competitively solicited, publicly awarded cooperative contract.

Dedicated Support.

Your organization gets a direct point of contact to help with onboarding, ordering, and ongoing account management.

Proven Purchasing Power.

Leverage the collective buying power of more than 600,000 members to access pricing and terms that reflect scale.

No Cost Membership.

There are no membership fees, minimums, or procurement costs to use contracts. Sign up and start buying.

Discover Contracts

Contract availability varies by organization type. Confirm your industry is listed, then view the contract details for additional information.

Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Safeware

Contract Number
159469

Renewed Until
2028-04-01

Potential Final Expiration
2028-04-01

Available To:

State & Local Government | K-12 Education | Higher Ed | Nonprofit

View Contract Details →

Public Safety and Emergency Preparedness and Related Service

Safeware

Contract Number
4400008468

Renewed Until
2028-09-30

Potential Final Expiration
2028-09-30

Available To:

State & Local Government | K-12 Education | Higher Ed | Nonprofit

View Contract Details →

Safeware Overview

Safeware provides members of OMNIA Partners with access to public safety, emergency preparedness, PPE, and school safety solutions through a public awarded contract. With Safeware's expertise and OMNIA Partner's purchasing infrastructure, member organizations can source what they need at competitive pricing without the time and cost of running an independent procurement process. As a national leader in public preparedness for more than 40 years, Safeware supports a wide range of public sector agencies, including law enforcement, fire service, public utilities, and public works teams. Together, Safeware and OMNIA Partners deliver cost-efficient, innovative, and practical solutions that help public agencies prepare for, respond to, and recover from emergencies of any size.



Contact Us Supplier Website

Solutions Built for You

Whether you're leading a public agency, managing a school district, or running a commercial organization, Safeware has a solution built around your needs.

Emergency Response & Public Safety Solutions | Fire, Hazmat & Rescue Solutions | Law Enforcement & H

Available To:

K-12 Education | Higher Education | Government | Nonprofit

Emergency Response & Public Safety Solutions

Safeware helps public agencies stay prepared with emergency response equipment, PPE, communications systems, detection tools, decontamination solutions, medical supplies, and security products. Through OMNIA Partners, organization can access competitively priced solutions, expert support, training, and simplified procurement backed by more than 40 years of public safety experience.



Discover why OMNIA Partners members choose Safeware.

Simplify Public Safety Procurement with Safeware

Explore Safeware's comprehensive portfolio of public safety, emergency preparedness, and workplace safety solutions available through the OMNIA Partners cooperative contract.

Learn More →

Wildfire Preparedness: Strategies for Prevention, Response & Recovery

Explore how communities can strengthen wildfire readiness through proactive planning, early detection, effective communication, responder support, and long-term recovery strategies.

Learn More →

Government Security Solutions for Safer, Smarter Communities

Discover how public agencies are modernizing security operations with integrated technologies that enhance situational awareness, protect critical infrastructure, and improve emergency response.

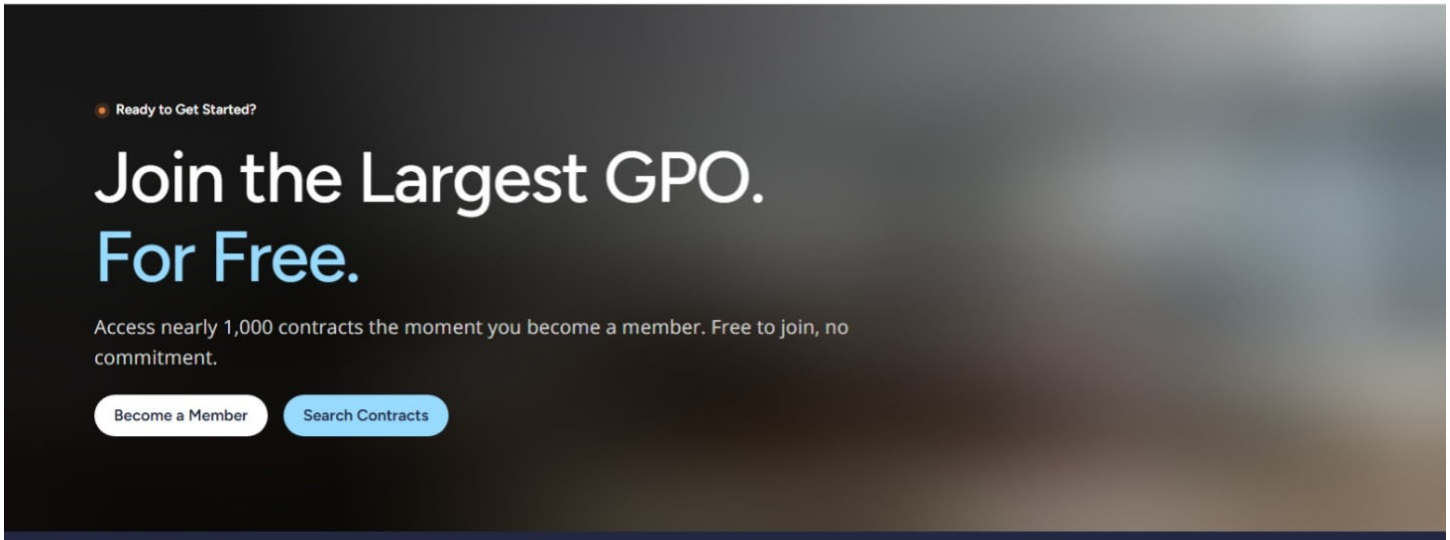
Learn More →

How do I get started through OMNIA Partners? +

Is there a cost to use this contract? +

How was this contract competitively sourced? +

Who do I contact for pricing or account support? +



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OMNIA PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com

(866) 875-3299

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Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Savant Learning Systems DBA Virtual Academy for one-year subscription renewal for police officer virtual training courses and support services.

Amount of Contract:
$20,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260818 Savant Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Savant Learning Systems DBA Virtual Academy

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Savant Learning Systems DBA Virtual Academy for one-year subscription renewal for police officer virtual training courses and support services. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software and professional services; price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15559	2026	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION RENEWAL FOR POLICE OFFIER VIRTUAL TRAINING COURSES AND SUPPORT SERVICES FOR MPD (PRICE BELOW BID REQUIREMENT; BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES)	$20,000.00	(297293) SAVANT LEARNING SYSTEMS DBA VIRTUAL ACADEMY

Adopted:

_____
City Clerk

Bill To	Requisition 00015559-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL ACA 317 S LINDELL ST. MARTIN, TN 38237 Tel#7315144318	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	297293				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER INVOICE: VA17300 STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	VIRTUAL ACADEMY TRAINING ACCOUNTS TO INCLUDE: FULL CATALOG -08/01/2026-08/01/2027; ALL TRAINING COURSES AVAILABLE AT THE TIME OF INVOICE; ***ALL NEW POST APPROVED TRAINING COURSES IMPLEMENTED DURING THE INVOICE PERIOD LISTED ABOVE ***DIGITAL DOCUMENT REPOSITORY ***COMMUNICATION MODULE ***24/7 TECH SUPPORT *** IMPLEMENTATION TRAINING AND GUIDES CUSTOMIZED, BRANDED TRAINING WEBSITE RENEWAL	500.00 EACH	40.00000	20000.00
1	1000.30.15.1530.1532.1530.0000.0000.42200.			20000.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS			

Bill To	Requisition 00015559-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL ACA 317 S LINDELL ST. MARTIN, TN 38237 Tel#7315144318	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	297293				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 20000.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.42200.	20000.00	
FIELD OPERATIONS DIV EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	08/10/26	DONALD ROSE	Auto approved by: 9105fola
Approved	08/10/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/10/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/10/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	08/10/26	JAMES NEESE	Auto approved by: 9105fola
Approved	08/10/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	08/10/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	08/10/26	ANNE FOLEY	
Approved	08/10/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Star Graphics Inc to replace transit vehicle graphics for 16 buses, 11 vans 4 SUVs, 12 sedans, 18 paratransit shuttles, and 1 trolley

Amount of Contract:
$230,950.00

Funding Source
Capital - Transit Assets

ATTACHMENTS:
1. 20260820 Star Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Star Graphics Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Star Graphics Inc to replace transit vehicle graphics for 16 buses, 11 vans 4 SUVs, 12 sedans, 18 paratransit shuttles, and 1 trolley.
Capital - Transit Assets

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $230,950.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6062; AL Code 41-16-50(b)(4), competitive price quote.

How many bidders received bid packages (if applicable): 28 + web

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:
No responsive bids received - used competitive price quote

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
16996	2026	(2300) ADMINISTRATIVE SERVICES	REPLACE TRANSIT FLEET VEHICLE GRAPHICS FOR 16 BUSES, 11 VANS, 4 SUVS, 12 SEDANS, 18 PARATRANSIT SHUTTLES, AND 1 TROLLEY (SEALED BID 6062; AL CODE 41-16-50(B)(4) COMPETITIVE PRICE QUOTE)	$230,950.00	(294199) STAR GRAPHICS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Released Page 1

Vendor	Ship To
STAR GRAPHICS INC 2714 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-421-9119 Fax 251-215-4953	ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 laurencej@cityofmobile.gov Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	large bus 35' or larger (gillig)- remove existing wrap, prep for new graphic, application of graphics only on solid painted bus provided to vendor Vendor Item No.: See attached quote	15.00 EACH	4000.00000	60000.00
	1 2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			60000.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
002	medium bus 30' with or without low floor- remove existing wrap, prep surface for new graphic, and application of graphics only on solid painted bus provided to	1.00 EACH	4000.00000	4000.00

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	vendor Vendor Item No.: see attached quote			
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			4000.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
003	trolley bus- remove existing graphics, prep for new wrap, and application of full wrap Vendor Item No.: see attached quote	1.00 EACH	17000.00000	17000.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			17000.00

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
004	paratransit vehicle- remove existing wrap, prep for new wrap, and application of 1/4 wrap Vendor Item No.: see attached quote	18.00 EACH	5000.00000	90000.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			90000.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH			

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
005	ford transit or similar vans- remove existing wrap, prep for new wrap, and application of 1/4 wrap Vendor Item No.: see attached quote	5.00 EACH	4800.00000	24000.00
	1 2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			24000.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
006	large suv (suburban or equal)-	1.00	2750.00000	2750.00

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Released Page 5

Vendor	Ship To
STAR GRAPHICS INC 2714 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-421-9119 Fax 251-215-4953	ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 laurencej@cityofmobile.gov Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	remove existing wrap, prep for new wrap, and application of 1/4 wrap Vendor Item No.: see attached quote	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			2750.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
007	mid-size suv-(tahoe, durango, or equal)- remove existing wrap, prep for new wrap, application of 1/4 wrap Vendor Item No.: see attached quote	3.00 EACH	3250.00000	9750.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			9750.00

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
008	mini-vans (sienna, pacifica, or equal)- remove existing wrap, prep for new wrap, and application of 1/4 wrap Vendor Item No.: see attached quote	6.00 EACH	2350.00000	14100.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			14100.00

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
009	sedans- remove existing graphics, prep for new graphics, application of logo and decals only Vendor Item No.: see attached quote	12.00 EACH	650.00000	7800.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			7800.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH			

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
010	regulatory decals bought separately- individual decals, USDOT/DOT numbers, ADA or contact information and other regulatory or informational lettering. Application included. Vendor Item No.: see attached quote	62.00 EACH	25.00000	1550.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F719-001 .NONCONTRCT. .			1550.00
	Ship To ADMINISTRATIVE SERVICES DEPT. 205 GOVERNMENT ST. RM. 212 S. MOBILE, AL 36644 Delivery Reference TRANSIT RELAUNCH			
	Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			230950.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F719-001 .NONCONTRCT. .	230950.00	387071.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.		
	230950.00	58464.39

CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES

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

Activity	Date	Clerk	Comment
Forward	08/14/26	JOSEPH SNOWDEN	Automatic Forward to 910513400
Approved	08/14/26	JACOB LAURENCE	Approved per J. Snowden and S.
Approved	08/17/26	BRENDA RHODES	
Approved	08/17/26	TIFFANY HOLLINS	Auto approved by: 910511034
Queued	08/17/26	DONALD ROSE	Auto approved by: 910511034
Queued	08/17/26	SANDRA LEWIS	Auto approved by: 910511034
Queued	08/17/26	STEVEN KRONINGER	Auto approved by: 910511034
Queued	08/17/26	MARYLYN BUSCHELL	Auto approved by: 910511034
Queued	08/17/26	JAMES NEESE	Auto approved by: 910511034
Queued	08/17/26	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	08/17/26	REBECCA CRUMPLER	Auto approved by: 910511034
Queued	08/17/26	ANNE FOLEY	Auto approved by: 910511034
Queued	08/17/26	JOHN PAINE	Auto approved by: 910511034

Bill To	Requisition 00016996-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 10

Vendor	Ship To
STAR GRAPHICS INC	ADMINISTRATIVE SERVICES DEPT.
2714 GOVERNMENT BLVD	205 GOVERNMENT ST. RM. 212 S.
	MOBILE, AL 36644
MOBILE, AL 36606	laurencej@cityofmobile.gov
Tel#251-421-9119	Delivery Reference
Fax 251-215-4953	TRANSIT RELAUNCH
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/26	294199	08/19/26			ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery: Bid Delivery Address:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
7/24/2026	6062	TRANSIT	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M., TUESDAY, AUGUST 11, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	VENDOR TO PRODUCE A VEHICLE GRAPHICS IMAGE PACKAGE, AND INSTALL ON TRANSIT AGENCY VEHICLES					
	Vendor to produce Graphics Image Package and install on City of Mobile Transit Agency Vehicles.					
	Vehicles that graphics will be installed on will include small, medium, and large buses, Trolley Based Buses, E350 Based Buses, Ford Transit Vans, Large SUV (Suburban), Medium SUV (Tahoe), Trucks, Mini-Vans, and Sedans					
	Upon award of this bid, the City will have the graphics packages applied.					
	The City of Mobile owns the graphic design to be produced and applied.					
	Vendor shall provide a total per vehicle installed price for the Graphics Package bid.					
	Vendor shall provide pricing for each of the following: Small, Medium, and Large Buses Trolley Based Buses E350 Based Buses Ford Transit Vans Large SUV (Suburban)/Medium SUV (Tahoe/Durango) Automobiles/Sedans Trucks Mini-Vans (Sienna/Pacifica) Individual Regulatory and Identification Decals (62 total)					
	All pricing shall include set-up, template creation, proofing (2 per vehicle type), and installation.					
	Viewing of current vehicle types and wrap or graphic will be done at 9:00 a.m. Tuesday, August 4, 2026 at 1224 West Interstate 65 Service Road South. Go to first door and you will be met by City representative and escorted to view vehicle.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The City will deliver the vehicles to which the graphics package will be applied to vendor's shop within 25 miles of the City of Mobile Police Jurisdiction.

The City will not provide a location on City of Mobile Property for the application of the graphics packages.

The City will have the graphics package applied to other vehicles as they are purchased, during the initial one (1) year award of this bid.

The City of Mobile is a tax exempt entity. See attached tax exemption letter. Bids shall not include applicable taxes.

Vendor shall allow the Transit Authority to use pricing from this bid as long as City has extended the bid award to vendor.

City of Mobile Business License may be required (see item 14 on reverse side).

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 INSURANCE: Contractor shall maintain, at its sole expense, the following coverage Commercial General Liability Minimum Limits $1,000,000 per occurrence / $2,000,000 general aggregate / Policy shall be on an occurrence basis. Garagekeepers Legal Liability Minimum Limits $1,000,000 per occurrence. Coverage shall apply to direct primary loss or damage to City vehicles while in care, custody, or control of Contractor, including during storage, preparation, installation. City of Mobile and Port City Transit, LLC shall be named as Additional Insured on General Liability and Gargekeepers Legal Liability . Coverage shall be primary and non-contributing with respect to any insurance maintained by City of Mobile or Port City Transit, LLC. Contractor shall provide certificates of insurance prior to commencement of work and upon renewal. Contractor shall provided thirty (30) days' prior notice of cancellation, non-renewal, or material change in coverage. All insurers shall have an A.M. Best rating of A- VII or better, or equivalent approval by City of Mobile. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. For questions, email the Purchasing Department at:purchasing@cityofmobile.gov. Pricing shall be good for the one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods, assuming all terms and conditions remain the same. TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID SPECIFICATIONS

All installation, vehicle drop off, and vehicle return shall occur within twenty-five (25) miles of the City of Mobile, Alabama. The contractor shall perform all work at or from a facility within this service area unless the City approves an alternate location in writing. City will deliver the vehicles to the installer's location and pick up of vehicles when installation is complete.

Attached is color graphics on various listed vehicles. Exhibit A.

Existing graphics may be viewed on Exhibit B.

Vendor shall provide the graphics on 3M material only. 3M Envision SV480mc Vinyl and Envision 8548G Series over laminate vehicle wrap film only. No substitution of film or manufacturer will be allowed.

Vehicles to have graphic applied may already be wrapped or have graphic, or may be new vehicles being added to the fleet.

Vendor responsible to remove existing graphics or wrap (if already done) and apply new graphics or wrap as required.

Viewing of current vehicle types and wrap or graphic will be done at 9:00 a.m. Wednesday, August 5, 2026 at 1224 West Interstate 65 Service Road South. Go to first door and you will be met by City representative and escorted to view vehicles.

Any walk-up attempt to view vehicles will be denied.

QUALIFICATIONS

Evidence of experience completing full fleet wrap projects of forty (40) or more vehicles for a transit agency, municipality, or commercial fleet.

REFERENCES

Minimum of three (3) references for transit, government, or commercial fleet wrap projects completed within the last five (5) years.

INSTALLER CERTIFICATIONS

Identification of certified or manufacturer-approved installers for the proposed wrap materials.

MATERIAL TO BE USED

Printed Material: 3M Envision SV480mc

Over Laminate: 3M Envision 8548G

No substitutions will be allowed.

Vendor will be responsible to properly clean and prep vehicle provided for application of decals, graphics, or wrap.

ARTWORK OWNERSHIP

City of Mobile owns all artwork and graphics. Scale artwork (vector file or otherwise) shall be supplied to the selected contractor upon issuance of a purchase order. All graphics shall remain the sole property of the City of Mobile. Re-use of said artwork shall be pre-approved by the City's designated representative.

Vendor will be responsible for adjusting artwork to fit the vehicle provided. Any additional graphics or artwork will be the property of the City of Mobile.

RECORD DOCUMENTS

Upon completion of each vehicle, the contractor shall deliver to City or Transit Representative:

- Final production files (PDF and native design format where applicable)
- Updated vehicle template/dieline for the completed vehicle configuration
- Warranty documentation and material lot information, if available

INSTALLATION REQUIREMENTS

The contractor shall not apply wrap material to the following unless expressly shown on an approved template and approved in writing by the City or its transit operator:

- Door handles, steps, running boards, or grab rails
- Lift platforms, ramp surfaces, or lift door operational zones
- Lights, reflectors, cameras, sensors, mirrors, or license plate areas
- Ventilation openings, fuel doors, or service access panels
- Any surface where wrapping would interfere with ADA accessibility, safety equipment, or manufacturer guidance

ACCEPTANCE

The City's transit operator shall inspect each completed vehicle using the Installation Acceptance Checklist (Exhibit C). Work shall not be considered complete until approved and accepted by the authorized representative(s), the City of Mobile or the Transit Operator.

Vendor will be responsible for taking the graphic package given to them and adjusting the graphic to fit the vehicle provided.

All packages shall include decals and regulatory lettering (USDOT/DOT numbers, ADA or contact information, and other regulatory or informational lettering or decals not listed here).

Vehicles will be sent to vendor as required by the City and the Transit Agency.

WARRANTY

The contractor shall warrant workmanship for a minimum of ninety (90) days following acceptance of each vehicle. Material performance shall be covered by the manufacturer's warranty for the products installed. The contractor shall repair or replace, at no cost, any peeling, lifting, bubbling, misregistration, or adhesion failure caused by defective installation within the workmanship warranty period.

PRICING SHEET

LARGE BUSES 35' OR LARGER (GILLIG)

Remove Existing Wrap and Prep for New Wrap	$_____
Full Wrap on Large Bus	$_____
Application of Graphics Only on Solid Painted Bus Provided to Vendor	$_____

MEDIUM BUS 30' WITH OR WITHOUT LOW FLOOR

Remove Existing Wrap and Prep for New Wrap	$_____
Full Wrap on Medium Bus	$_____
Application of Graphics Only on Solid Painted Bus Provided to Vendor	$_____

TROLLEY BUS

Remove Existing Wrap and Prep for New Wrap	$_____
Full Wrap on Trolley Bus	$_____
Application of Graphics Only on Solid Painted Trolley Bus Provided to Vendor	$_____

PARATRANSIT VEHICLE

Remove Existing Wrap and Prep for New Wrap	$_____
Full Wrap on Paratransit Bus	$_____
¼ Wrap	$_____
Application of Graphics Only on Solid Painted Paratransit Bus	$_____

FORD TRANSIT OR SIMILAR VANS

Remove Existing Graphics and Prep for New Graphics	$_____
Full Wrap on Ford Transit or Similar Van	$_____
¼ Wrap	$_____
Application of Graphics Only on Solid Painted Ford Transit or Equal Van	$_____

LARGE SUV (SUBURBAN OR EQUAL)

Remove Existing Graphics and Prep for New Graphics	$_____
Full Wrap on Large SUV	$_____
¼ Wrap	$_____
Application of Graphics Only on Solid Painted Large SUV	$_____

MID-SIZED SUV (TAHOE OR EQUAL)

Remove Existing Graphics and Prep for New Graphics	$_____
Full Wrap on Mid-Sized SUV	$_____
¼ Wrap	$_____
Application of Graphics Only on Solid Painted Mid-Sized SUV	$_____

MINI-VANS (SIENNA, PACIFICA, OR EQUAL)

Remove Existing Graphics and Prep for New Graphics	$_____
Full Wrap on Mid-Sized SUV	$_____
¼ Wrap	$_____
Application of Graphics Only on Solid Painted Mid-Sized SUV	$_____

SEDANS

Remove Existing Graphics and Prep for New Graphics	$ _____
Full Wrap on Sedan	$ _____
Application of Graphics Only on Solid Painted Sedan	$ _____
Logo and Decals Only	$ _____

PICK UP TRUCK (EXTENDED CAB OR CREW CAB)
GRAPHIC IMAGES NOT CURRENTLY AVAILABLE

Full Wrap on Truck	$ _____
¼ Wrap	$ _____
Application of Graphics Only on Solid Painted Truck	$ _____
Logo and Decals Only	$ _____

SERVICE TRUCK CAB ONLY F-450 WITH SERVICE BODY
TO INCLUDE SERVICE BODY

Full Wrap on Service Truck	$ _____
¼ Wrap	$ _____
Application of Graphics Only on Solid Painted Service Truck	$ _____
Vehicle Front Door Only: Remove Existing Door Graphics	$ _____
Door Graphics Consisting of Logo and Title Only	$ _____

NOTE:

ALL VEHICLE WRAPS OR GRAPHICS SHALL INCLUDE ALL REQUIRED DECALS AND REGULATORY LETTERING.

REGULATORY DECALS BOUGHT SEPARATELY

Individual Decals, USDOT/DOT Numbers, ADA or Contact Information, and Other Regulatory or Informational Lettering (62 Total)	$_____ Ea. Decal

Vendor will be responsible for properly cleaning and prepping vehicle provided for application of decals, graphics, or wrap.

Pricing shall include set-up, template creation, and proofing (2 per vehicle type) per vehicle type listed above.

VEHICLES WHICH MAY RECEIVE A GRAPHICS PACKAGE OR WRAP:

15-Item=35' Gillig Low Floor Bus

1 - Item= 29' El Dorado Low Floor Bus

1 - Item= Hometown Trolley Freightliner

18 - Item= Ford Cutaway Van

5 - Item= Ford Transit Van

6 - Item= Minivans (Toyota Sienna/ Chrysler Pacifica)

1 - Item= Dodge Durango

2 - Item= Chevrolet Tahoe

1 - Item= Chevrolet Suburban

12-Item=Small Vehicles

PRIORITY / WRAPPING OR APPLYING GRAPHICS AFTER AWARD
THESE WILL BE A PRIORITY

TO BE COMPLETED WITHIN 14 TO 21 DAYS OF AWARD

Trolley (Full Wrap)

MOGO Branded Vehicles (logo and title only, driver & passenger door)

Other Microtransit/Supervisor Vehicles Currently Wave-Branded

At least two Paratransit Fixed-Route Buses (Full Wrap)

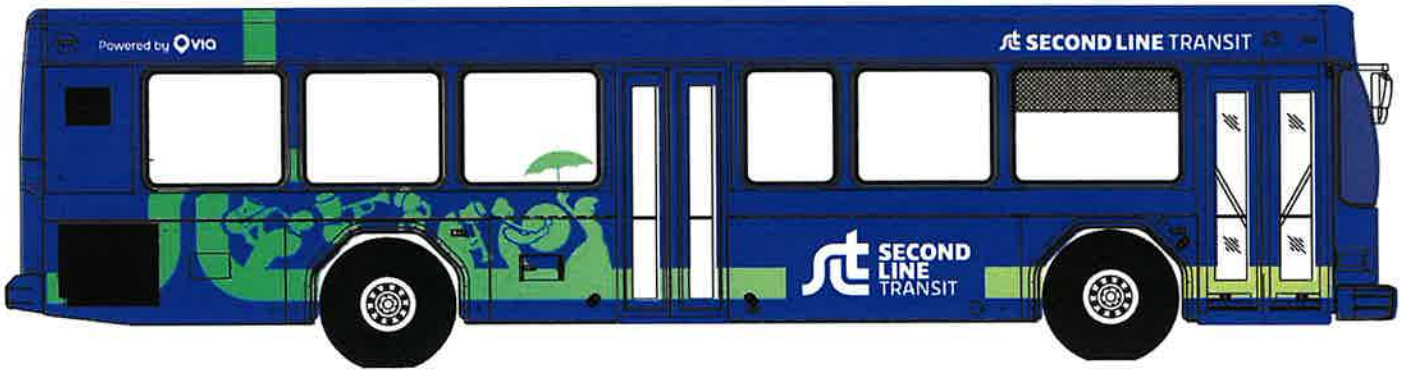
At least two Paratransit Vans (1/4 Wrap)

All other vehicles to be completed within 14 weeks of award.

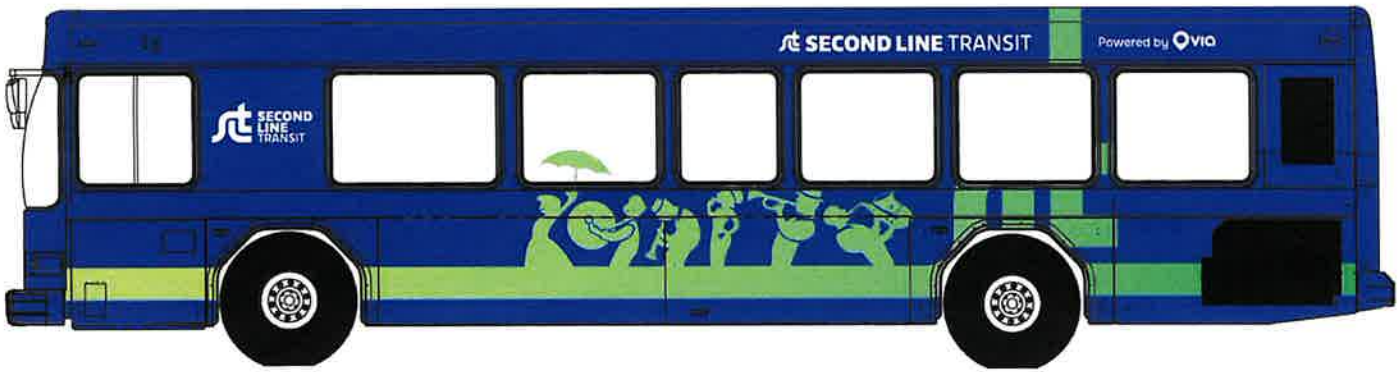
EXHIBIT A

35-FT Gillig

Scale 1:20



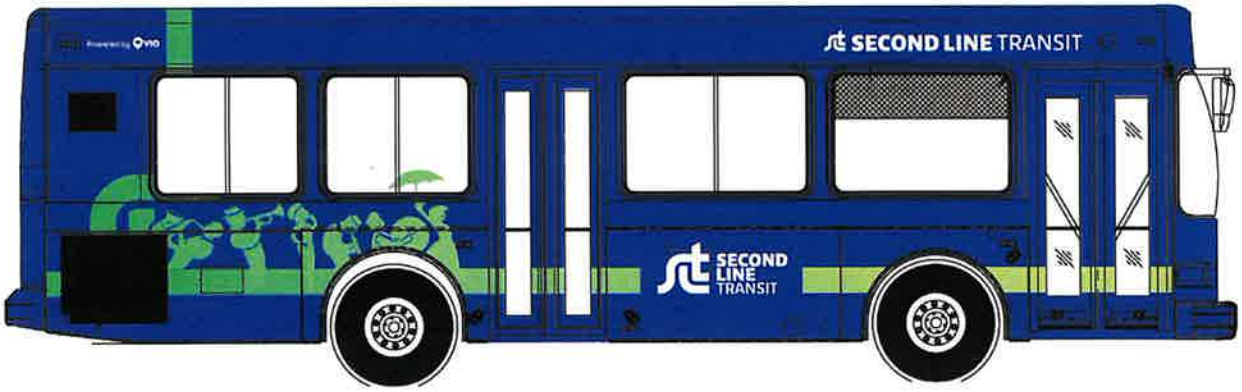






30-FT Gillig OR El Dorado Low Floor

Scale 1:20







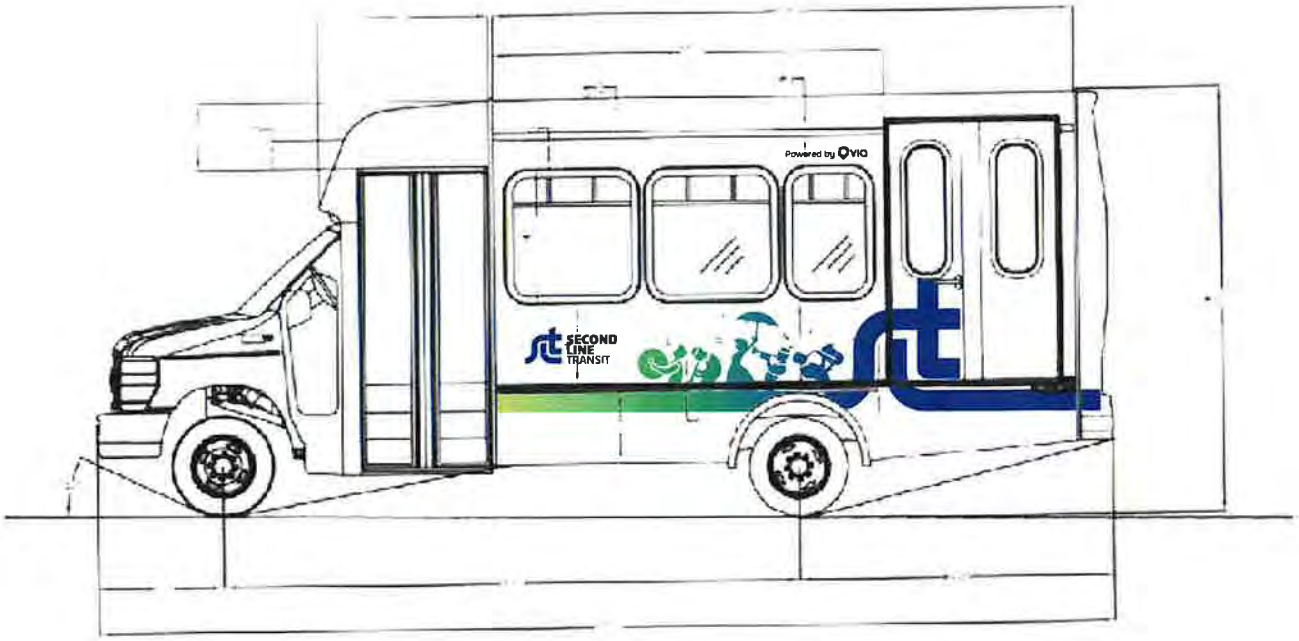



SECOND
LINE
TRANSIT

Paratransit Vehicle Wrap — Ford E-350

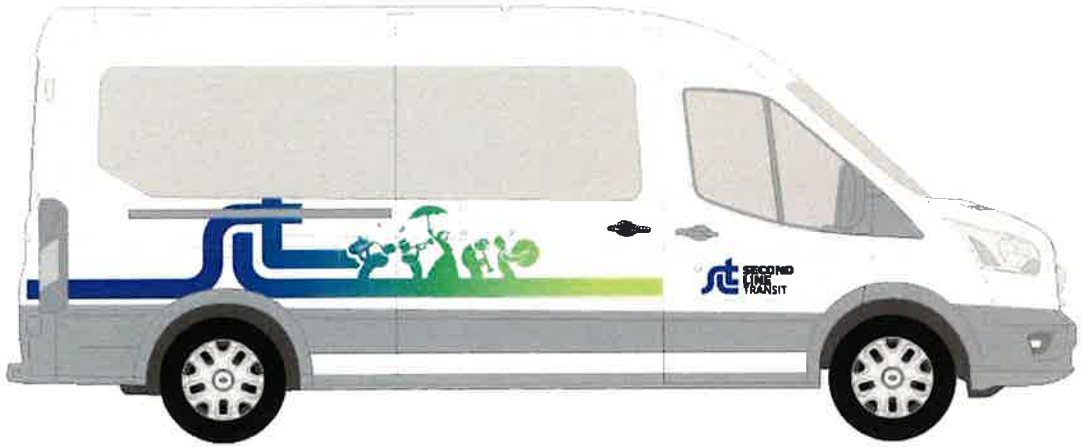
CONCEPT ARTWORK TO BE FIELD MEASURED AND VERIFIED PRIOR TO INSTALLATION



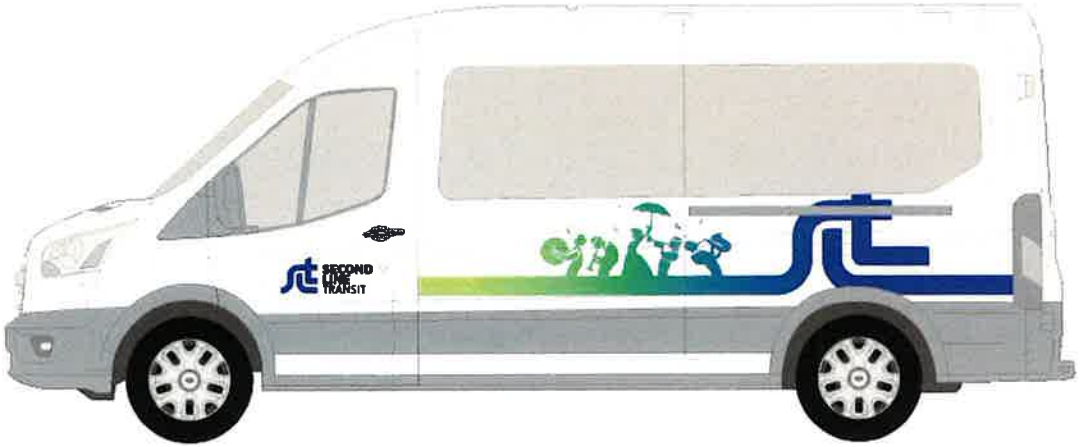


Ford Transit

1:20 Scale









Chevrolet Suburban

1:20 Scale









Chevrolet Tahoe

1:20 Scale









EXHIBIT B


Ride The Wave
The WAVE TRANSIT SYSTEM
2407


2407
sportworks


2407
Alabama
75490MU
MUNICIPAL


TRANSIT SYSTEM
The WAVE
1802
KNEELING
RAMP


Ride the Wave
1802
Push rack
Service handle to lower


1802
The WAVE
TRANSIT SYSTEM
THIS VEHICLE MAKES FREQUENT STOPS AND STOPS AT ALL
CAUTION
RAILROAD CROSSINGS
theWaveTransit.com
251-344-6600
81730MU
MADE IN USA
GILLIG


8446
PUBLIC TRANSPORTATION


Push rack and squeeze handle to lower
sportworks

PUBLIC
TRANSPORTATION

THIS VEHICLE
MAKES FREQUENT
STOPS

8446

THIS VEHICLE
STOPS AT ALL RR
CROSSINGS

CAUTION
EXHAUST SURFACES
MAY BE HOT

Alabama
82432MU
MUNICIPAL

JAKE'S


Ride The Wave
MP16
TRANSIT SYSTEM
The WAVE


The WAVE
Ride The Wave
TRANSIT SYSTEM
The WAVE
STARCRAFT
Ford
EXIT

MP16

MP13

78588MU

THIS VEHICLE MAKES FREQUENT STOPS AND STOPS AT ALL
CAUTION
RAILROAD CROSSINGS

STARCRAFT


MP114
TRANSIT SYSTEM
The WAVE
STARCRAFT
ROTARY


MAP
STARCRAFT
Ford
EXIT

MP114

Ride the Wave

MAP

The WAVE TRANSIT SYSTEM

theWaveTransit.com

251-344-5656

Alabama 81709MU MUNICIPAL

THIS VEHICLE MAKES FREQUENT STOPS AND STOPS AT ALL RAILROAD CROSSINGS

CAUTION

STARCRAFT

Transit Supervisor

The WAVE

2106


TRANSIT 350
The WAVE
Transit Supervisor
2106
DRIVERGE
VEHICLE INNOVATIONS
Alabama
7015 7MU
MUNICIPAL


Transit Supervisor
The WAVE
2001
VEHICLE EXITING


Ford

TRANSIT 150

The WAVE

Transit Supervisor

2001

Alabama
81757MU
MUNICIPAL


SUBURBAN
MICHELIN


GENERAL
MANAGER


SUBURBAN
Alabama
69805MU
LT


TAHOE




TAHOE
Alabama
68886MU


The WAVE
TRANSIT SYSTEM
2005


DODGE
The WAVE
TRANSIT SYSTEM


DODGE
Alabama
68283MU
MUNICIPAL
DURANGO
2005


TRANSIT SYSTEM
The WAVE
ST20


SETINA
Ford


BUCKLE UP
F150
XL
The WAVE
TRANSIT SYSTEM


NSIT SYSTEM
The WAVE
TRANSIT SYSTEM


TRANSIT SYSTEM
The WAVE
Ford


Alabama
34625 MU
MUNICIPAL
2004
Ford
FUSION
SE
ECOBOOST
STIVERS
WAVE TRANSIT SYSTEM

EXHIBIT C

Fleet Vehicle Wrap/Graphics Package
Installation Acceptance Checklist

Date of Completion:_____

Vehicle Make, Model, Year, and Unit Number:_____

Wrap:_____

Required Completion Date:_____

Delivery/pickup
Instructions:_____

_____

INSTALLATION ACCEPTANCE CHECKLIST

For each vehicle, the City's transit operator, Port City Transit, LLC shall verify:

- ☐ Graphics match approved proof/template
- ☐ No bubbles, lifting, wrinkles, or visible adhesive failure
- ☐ Registration and alignment within normal commercial tolerance
- ☐ Edges properly sealed; no uncut or loose material
- ☐ No wrap applied to prohibited areas (lift, ramp, lights, sensors, handles, plates)
- ☐ Regulatory/decals installed as specified
- ☐ Vehicle cleaned of installation debris
- ☐ Vehicle returned to O&M facility as directed
- ☐ Final photos provided within two (2) business days of completion

Approved or Accepted / Not Approved or Accepted: _____

Date: _____

City/Transit Representative: _____

Vendor Representative: _____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or emailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for 26 Globe GXcel turnout coast and pants with thermal liners and vapor barriers for MFRD.

Amount of Contract:
$104,390.00

Funding Source
Enterprise account- EMS Response

ATTACHMENTS:
1. 20260814 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunbelt Fire Inc for 26 Globe GXcel turnout coast and pants with thermal liners and vapor barriers for MFRD.
Enterprise account- EMS Response

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $104,390.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing Agreement, not on state contract..

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
16944	2026	(1510) FIRE ADMINISTRATION	26 GLOBE G-XCEL TURNOUT COATS AND PANTS WITH THERMAL LINERS AND VAPOR BARRIERS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$104,390.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00016944-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521284
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.GOV
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE: Q-54372 PER HGAC CONTRACT# EE11-24			
001	FIRE PPE: Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold, ITEM #GLDC364-J PER Quote No: Q-54372 HGAC CONTRACT EE11-24 Vendor Item	26.00 EACH	2295.00000	59670.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			59670.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE PPE: LFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold PER Quote No: Q-54372 HGAC	26.00 EACH	1720.00000	44720.00

Bill To	Requisition 00016944-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521284
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.GOV
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CONTRACT EE11-24 Vendor Item			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			44720.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 104390.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020. EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES	104390.00	1689615.36

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

Activity	Date	Clerk	Comment
Approved	08/14/26	DONALD ROSE	Auto approved by: 910521901
Approved	08/14/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	08/14/26	STEVEN KRONINGER	Auto approved by: 910521901

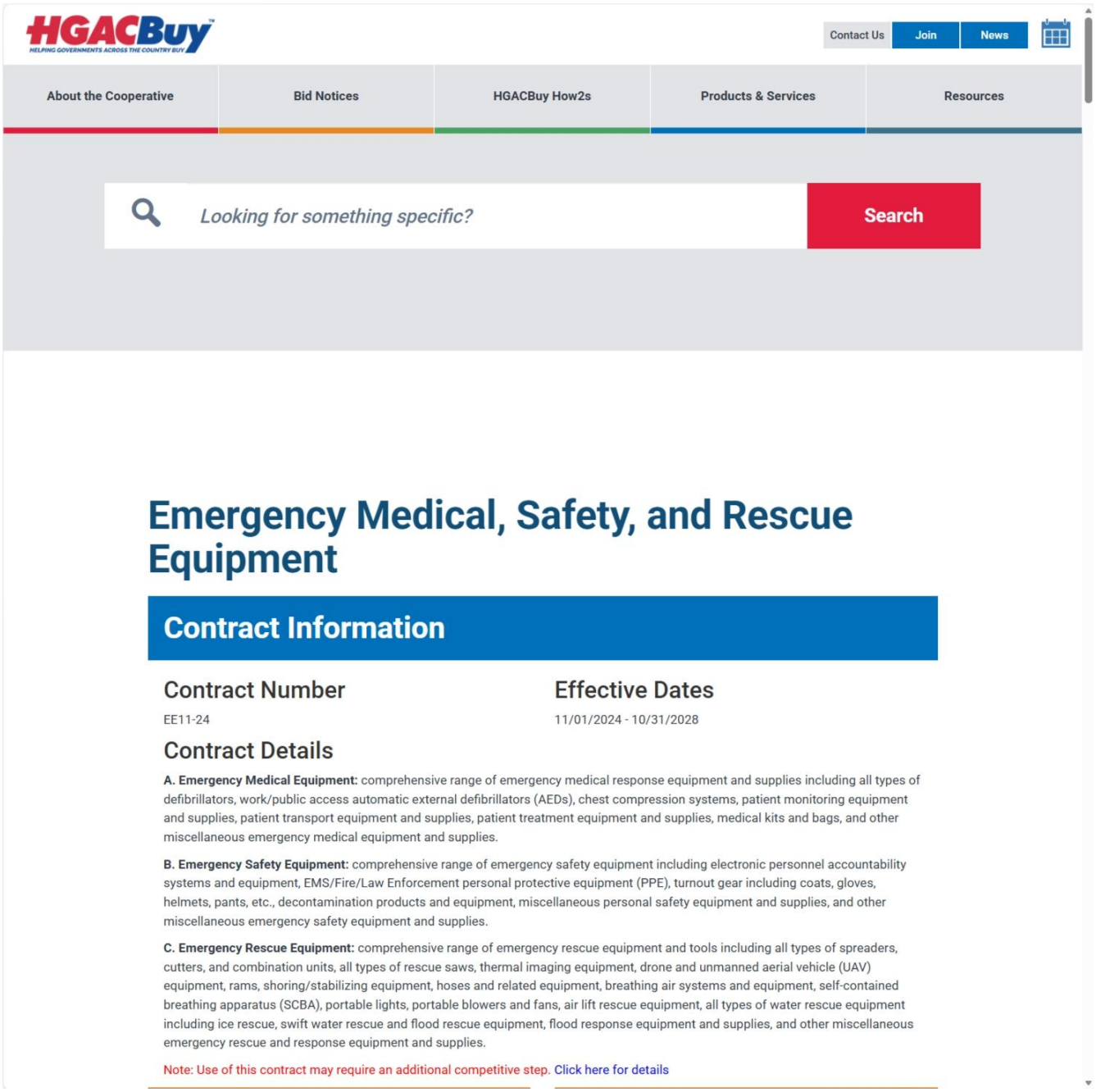
Bill To	Requisition 00016944-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521284
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.GOV
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/26	198904				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/14/26	MARYLYN BUSCHELL		Auto approved by: 910521901	
	Approved	08/14/26	JAMES NEESE		Auto approved by: 910521901	
	Approved	08/14/26	PATRICIA KENNEDY-JONES			
	Approved	08/14/26	REBECCA CRUMPLER		Auto approved by: 910521901	
	Approved	08/14/26	ANNE FOLEY		Auto approved by: 910521901	
	Approved	08/14/26	JOHN PAINE		Auto approved by: 910521901	

Authorized By: _____ Date: _____
Signature


HGACBuy
HELPING GOVERNMENTS ACROSS THE COUNTRY BUY
Contact Us
Join
News
About the Cooperative
Bid Notices
HGACBuy How2s
Products & Services
Resources
Looking for something specific?
Search
Emergency Medical, Safety, and Rescue Equipment
Contract Information
Contract Number
EE11-24
Effective Dates
11/01/2024 - 10/31/2028
Contract Details
A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.
B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.
C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.
Note: Use of this contract may require an additional competitive step. Click here for details

Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

View Catalog

Suppliers Offering This Product

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sunsouth LLC for one John Deere 6M115 cab tractor with Alamo 18-foot boom mower for Stormwater Dept.

Amount of Contract:
$230,920.80

Funding Source
General fund.

ATTACHMENTS:
1. 20260817 Sunsouth Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for one John Deere 6M115 cab tractor with Alamo 18-foot boom mower for Stormwater Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $230,920.80

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, mower 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
10447	2026	(2050) FLEET MANAGEMENT-GARAGE	JOHN DEERE 6M115 CAB TRACTOR WITH ALAMO 18FT BOOM MOWER FOR STORMWATER DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, MOWER NOT ON STATE CONTRACT)	$230,920.80	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010447-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Released Page 1

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	291912				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	JOHN DEERE 6M115 CAB TRACTOR W/ALAMO MACHETE AS FOLLOWS: JOHN DEERE 6M115 CAB TRACTOR W/ALAMO MACHETE3-18 FOOT BOOM MOWER W/50" ROTARY CUTTING HEAD AS PER SOURCEWELL CONTRACT 082923-DAC AND SUNSOUTYH QUOTE #2370032 DATED 7-13-2026 Additional Description Notes --- JOHN DEERE 6M115 CAB TRACTOR W/ALAMO MACHETE AS FOLLOWS: JOHN DEERE 6M115 CAB TRACTOR W/ALAMO MACHETE3-25 BOOM MOWER W/50" ROTART HEAD AS REQUESTED BY 2096-STORMWATER	1.00 EACH	230920.80000	230920.80
1	1000.40.20.2070.2070.2070.0000.0000.45040.			230920.80

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00010447-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.GOV
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	291912				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			230920.80

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	230920.80	816943.07
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	08/17/26	JOHN PAINE	GL Allocation changed
Approved	04/06/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/06/26	SHONNDA SMITH	
Approved	04/06/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/26	SHONNDA SMITH	
Approved	07/14/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/26	MATTHEW ANDERSON	
Approved	07/14/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	08/17/26	MATTHEW ANDERSON	
Approved	08/17/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/17/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/17/26	MATTHEW ANDERSON	
Approved	08/17/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	04/06/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/06/26	SHONNDA SMITH	
Approved	04/06/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/26	MATTHEW ANDERSON	
Approved	07/14/26	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00010447-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.GOV
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	291912				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/14/26	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	08/17/26	MATTHEW ANDERSON			
	Approved	08/17/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	08/17/26	CHERI BOUCHER		Auto approved by: 910516584	
	Rejected	05/21/26	JOHN PAINE		you might need to update and a	
	Queued	08/17/26	DONALD ROSE		you might need to update and a	
	Queued	08/17/26	SANDRA LEWIS		you might need to update and a	
	Queued	08/17/26	STEVEN KRONINGER		you might need to update and a	
	Queued	08/17/26	MARYLYN BUSCHELL		you might need to update and a	
	Queued	08/17/26	JAMES NEESE		you might need to update and a	
	Queued	08/17/26	PATRICIA KENNEDY-JONES		you might need to update and a	
	Queued	08/17/26	REBECCA CRUMPLER		you might need to update and a	
	Queued	08/17/26	ANNE FOLEY		you might need to update and a	
	Queued	08/17/26	JOHN PAINE		you might need to update and a	

Authorized By: _____ Date: _____
Signature

Deere and Company

Agricultural tractors

#082923-DAC
Maturity Date: 10/11/2027
Website: deere.com/state-and-local-purchasing

Sourcewell
Awarded Contract

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 082923-DAC gives access to the following types of goods and services:

- Large frame agricultural tractors and attachments
- Material handling attachments
- Rotary cutters
- Combines
- Cotton
- Hay and forage equipment
- Tillage equipment
- Planting and seeding equipment
- Self-propelled sprayers
- Ag management solutions
- Frontier implements and attachments

Locate your local dealer or representative
(nongovernment site)

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

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

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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JOHN DEERE

Global Dealer Locator

Find a Dealer

935 Grant Park Dr, Mobile, AL 36606, Go

Showing results for
Landscaping & Grounds Care (Change)

1 Beard Equipment Company

Parts Service Sales ~4.40 mi away

2490 E 1-65 Service Road N
Mobile AL 36617

http://www.beardequipment.com

2514561993

Direction

Purchase Parts

Contact Me

2 SunSouth LLC

Parts Service Sales ~7.90 mi away

8420 Tanner Williams Road
Mobile AL 36608

http://www.sunsouth.com

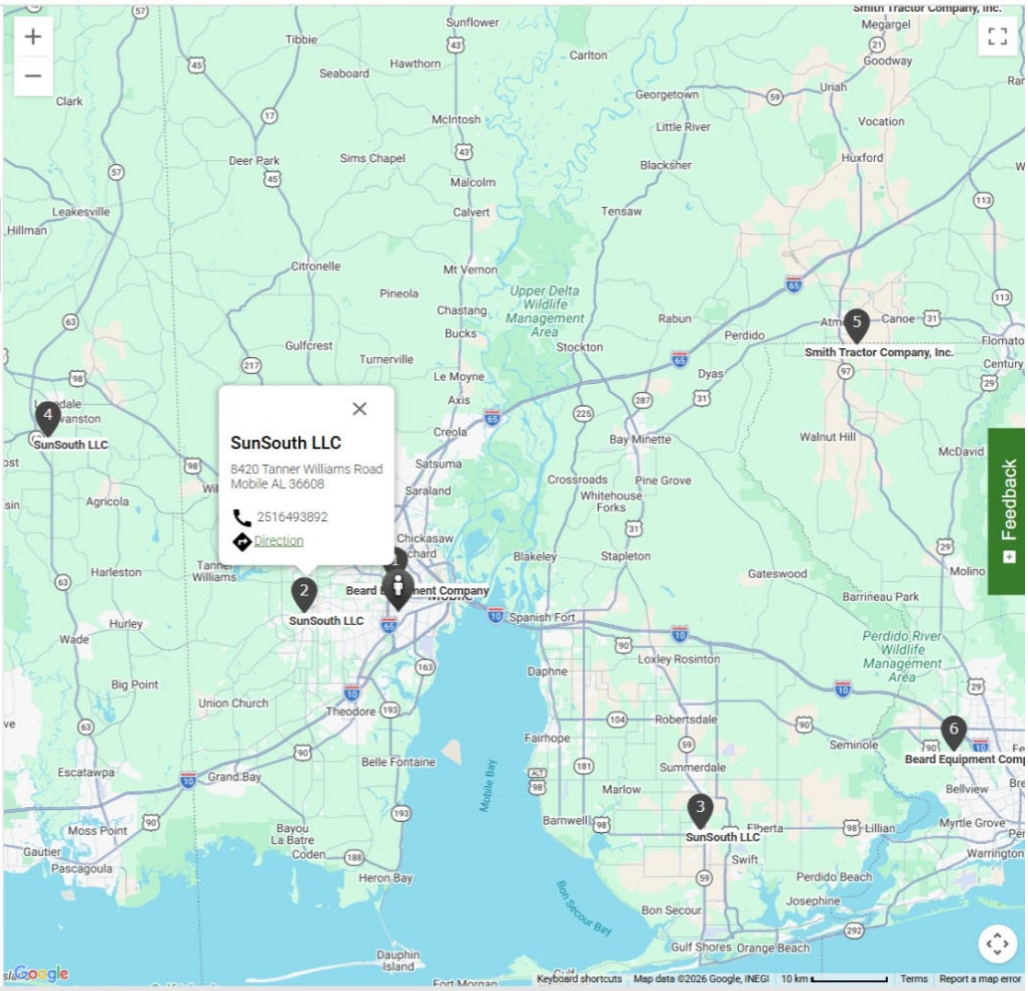
2516493892

Direction

Purchase Parts

Contact Me

3 SunSouth LLC



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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. 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.

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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 25, 2026

Submitted by:
Tiffany Hollins, Accountant III

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Appropriate funds in the Municipal Government Capital Improvement Fund to various capital projects; $900,000.00.

Amount of Contract:

Funding Source
Fund 2010

ATTACHMENTS:
1. RESOLUTION FUND 2010 - ANNUAL ALLOCATION

REVIEWERS:
Tiffany Hollins
Logan Gewin
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 ***Nine Hundred Thousand Dollars and 00/100 ($900,000.00*)** be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010; Revenue Code CAR01 Annual Capital Trust Revenue) to the following Capital Projects:

• C0932	Citywide Bridge Repairs	$500,000.00
• CWS26	Citywide Small Concrete Repairs	$400,000.00

Adopted:

_____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor
CJ Small, Councilmember
Samantha Ingram, Councilmember, District 2

Purpose and Scope of Project:
The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to the Broad Street Redevelopment project for FY2027. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Garrity Street. The scope of this project includes the reconstruction of the road bed, curb and gutter, inlets, landscaping and sidewalks and bike infrastructure. The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:
$1,600,000

Funding Source
N/A

ATTACHMENTS:
1. CoverLetterRebuildAlabama2026
2. CTP Template_20260819
3. 2026 Rebuild Alabama Resolution

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

August 19, 2026

Dear Councilmembers:

The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to the Broad Street Redevelopment project for FY2027. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Garrity Street. The scope of this project includes the reconstruction of the road bed, curb and gutter, inlets, landscaping and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

John Forrester, P.E.
City Engineer
Engineering and Infrastructure

FY 2027 City Transportation Plan

City of Mobile, AL

Date Approved by the Council of the City of Mobile, AL: September__, 2026

Date Amended by the Council of the City of Mobile, AL: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	Amount Expended exempt from Competitive and/ or Public Works Contracts	City Rebuild Alabama Funds	CRAF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance						$0.00
										Estimated Annual Revenue						$1,600,000.00
1	2018-3005-04	S. Broad Street	30.7039	88.0720	30.6963	88.0546	X		1.19	Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization	**$16,000,000.00**	$1,600,000.00			CRAF	$1,600,000.00
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						1.19	**Total CTP Estimated Costs**	**$16,000,000.00**	$1,600,000.00	$0.00	$0.00	**Total CRAF Remaining Estimated**	$0.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

_____

_____

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 sum of $1,600,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New	TIGER/South Broad St.	$1,600,000.00

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Gina Gregory, Councilmember
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve budget transfer for funds from General Fund to C1028 North McGegor Reconstruction project.

Amount of Contract:
$250,000.00 transfer

Funding Source
General Fund to C1028

ATTACHMENTS:
1. Transfer Request General Fun to C1028

REVIEWERS:
Jessica White
John Forrester
Donna Bryars
Cherlina Monteiro
James Barber

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 305

DATE OF REQUEST: 8/20/26

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item. #7

REQUEST: Please transfer $ 250,000.00

FROM CAPITAL PROJECT#: General Fund

CAPITAL PROJECT NAME: _____

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C1028

PROJECT NAME: North McGregor Reconstruction

DEPT. PROJECT#: 2025-305-20

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $250,000.00 be reallocated from unassigned General Fund balance to Capital Project (C1028) North McGregor Reconstruction project within the Capital Improvement Funds. Funds will be used for continuation of the N. McGregor Reconstruction project for the roundabout to Springhill Avenue.

ADOPTED:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor
Samantha Ingram, Councilmember, District 2

Purpose and Scope of Project:
This Change Order covers the scope of work required to incorporate additional improvements identified during construction that enhance public safety, address operational needs, and improve the long-term functionality and appearance of the project. The total net increase to the contract amount is $324,409.52, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

Amount of Contract:
$324,409.52

Funding Source
G-GOMESA

ATTACHMENTS:
1. 00 - CO No.5 Cover Letter
2. 00 - CO No.5 Resolution
3. 14 - 8.16.26 Great Lawn Upgrades Change Order5
4. 02 - City PM Justification Memo for Change Order
5. 03a - Great Lawn Upgrades RR_Letter of Justification COR 5 rev_26.08.10
6. 03b - Great Lawn Upgrades Park_Letter of Justification COR 5_26.08.11
7. 04a - Change Order 5_PL Russell restroom additions rev
8. 04b - Change Order 5_PL Russell park additions
9. 05 - Cost Summary
10. 07 - PL Russell Great Lawn Contract_FULLY EXECUTED
11. 08 - Change Order 1 - PL Russell LLC - Great Lawn
12. 09 - Change Order 2 - PL Russell LLC - Great Lawn

13. 10 - Change Order 3 - PL Russell LLC - Great Lawn
14. 11 - Amendment 1 - PL Russell LLC - Great Lawn
15. 13 - COI-PL Russell-Great Lawn Cooper Riverside 07.15.2027

REVIEWERS:
Jennifer Greene
Donna Bryars
Cherlina Monteiro
James Barber

August 17, 2026

Dear Councilmembers,

Attached for your review is Change Order No. 5 to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades), COM Project No. PR-029-22.

This Change Order covers the scope of work required to incorporate additional improvements identified during construction that enhance public safety, address operational needs, respond to stakeholder requests, and improve the long-term functionality and appearance of the project.

The total net increase to the contract amount is $324,409.52, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact Jennifer Greene at (251) 208-7199 or via email at jennifer.greene@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Department of Engineering and Infrastructure

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No.5 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.5 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.5 is on file in the office of the City Clerk

NAME OF COMPANY:	PL Russell, LLC.
PROJECT NAME:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	$324,409.52 (Increase)

Adopted:

_____
City Clerk

_____
Date

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

To: Jake Clements / Program and Project Management
Requester / Department

From: City of Mobile Legal Department
Date: 08/13/2026
CityLaw ID: A26-1336
Project / Contract Title: Great Lawn Upgrades Change Order #5
Vendor / Consultant: _____

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 _____ 8/13/26 _____
Reviewed By **Date**

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	FIVE (5)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number five (5) to contract with PL Russell, LLC., dated August 10, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

MAURINARCHITECTURE P.C.

August 10, 2026

Karrie Maurin, RA, CSI-CDT
karrie@maurinarch.com
C: 850-221-0670
Robert Maurin, RA, CSI-CDT
robert@maurinarch.com
C:850-485-4803

Mr. Jake Clements
Project Manager
Programs & Project Management
City of Mobile
205 Government Street
Mobile, AL 36633
O: 251-208-1138
C: 251-431-4290
jake.clements@cityofmobile.gov

Re : Great Lawn Upgrades Project - Review Change Order Request #5

Dear Jake:

Maurin Architecture, P.C. (MAPC) has reviewed the following Change Order Request from the Contractor:

1. Description of Change Order
This Change Order covers the following work:
This Change Order adds the costs to relocate the breaker box, changing panel box to NEMA 4X and adding GFI breakers. It also includes installation of access hatch, ladder and railing required to relocated the power panel to the new location.

2. Origin of Change Order
This Change Order was initiated by: The City of Mobile Project Manager (Jake Clements) and the Architect of Record (Karrie Maurin). The relocation of the power panel was required by the electrical inspector for permitting approval in a flood plain.

3. Necessity or Desirability of Change
This Change Order is necessary and/or desirable because:
For building permit approval, the electrical inspector requires the power panel to be installed above the flood plain.

4. Justification for Change Order Rather Than Competitive Bidding
The additional work falls within the general scope of the original contract and is most efficiently and cost-effectively performed by the Contractor who will be on site. Competitive bidding was not pursued due to urgency, integration with existing work, and minimal cost.

5. Statement of Price Review and Recommendation
The proposed pricing for this Change Order has been reviewed in detail and found to be fair, reasonable, and consistent with industry standards and prior rates established in the original contract. I therefore recommend approval of this Change Order in the amount of:
$52,074.45
Please also see the Electrical engineer's review attached of the electrical portion of this change order.

Project: Great Lawn Upgrades
COR #5

Please let me know if you have any questions or require additional information.

Respectfully,

Karrie Maurin, RA, CSI-CDT
Maurin Architecture, P.C.

Cc: Jake Clements,

Attachments: COR #5 & COR #5 rev, Electrical Review of COR #5

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	08/11/2026
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 5 - Justification
M&N Job No.:	10961-04/05/06

1 Background

As construction of the Cooper Riverside Park Great Lawn Upgrades has progressed and the completed park improvements have been evaluated, the City identified several additional improvements to enhance public safety, site security, usability, and the overall appearance of the park. These items were not included in the original Great Lawn Upgrades bid scope and are being added at the City's request as supplemental improvements to the completed park. The proposed work includes additional landscaping within the elliptical seat wall and along the railroad fence line, vegetation clearing and tree replacement, additional concrete at the northeast entrance, skate stops at seat walls and planters, a curved bench seat and associated concrete bench pads, retractable bollards, educational/interpretive signage, and additional fencing behind the amphitheater. The locations, products, and proposed improvements are identified in the City's approved TIF application and supporting product information.

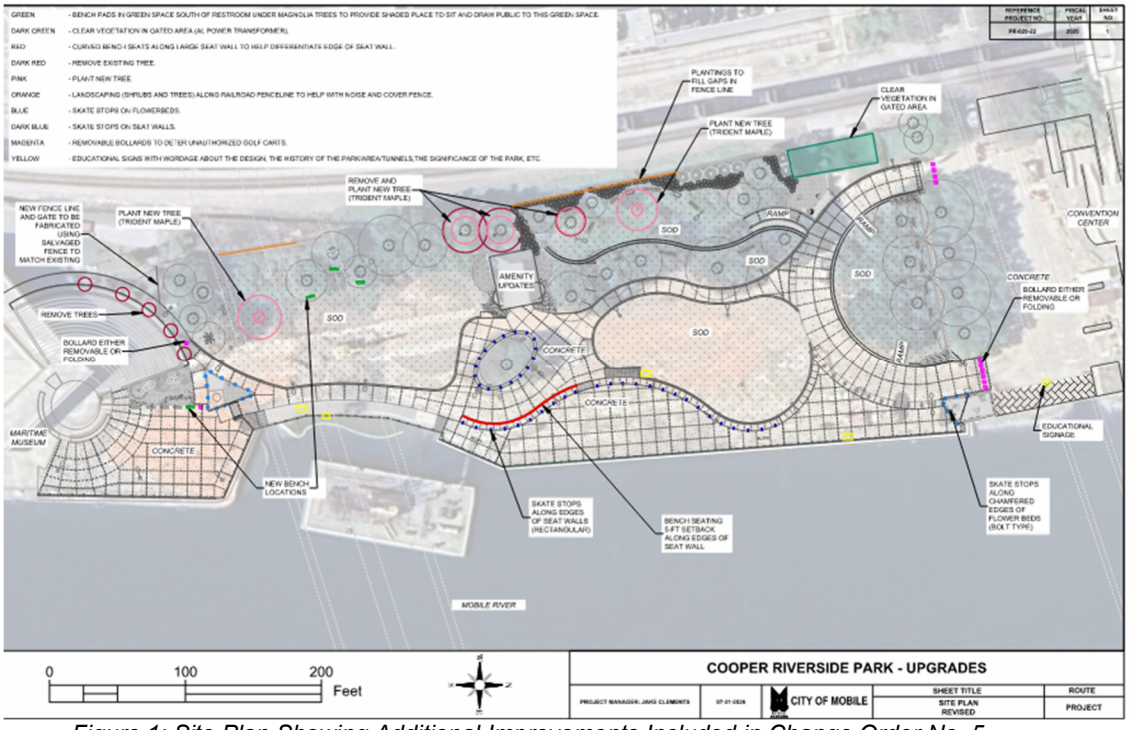

Figure 1: Site Plan Showing Additional Improvements Included in Change Order No. 5

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?

   Most of the work included in Change Order No. 5 is not the result of a changed field condition, but rather additional improvements requested by the City after observing the completed and ongoing park improvements and identifying opportunities to improve safety, functionality, and the overall appearance of the park. Certain items, including additional concrete at the northeast entrance, vegetation clearing, and supplemental landscaping, also respond to existing site conditions and final coordination of the completed park areas.

2. Does the change order reflect a new or previously unanticipated scope?

   Yes. The proposed work was not included in the original Great Lawn Upgrades bid package. The additional scope includes landscaping, tree removal and replacement, additional concrete paving, skate stops, curved bench seating and bench pads, retractable bollards, educational interpretive signage, and additional fencing behind the amphitheater. These improvements were identified and developed after the original contract was awarded as the City refined its desired final use and appearance of the park.

3. Is the proposed cost reasonable?

   Yes. The Contractor submitted an itemized proposal totaling $279,805.07 for the additional work. The proposal is supported by detailed product information and vendor quotations for several of the major components, including landscaping materials, skate stops, curved bench seating, retractable bollards, and interpretive signage. The pricing is considered reasonable for the labor, materials, equipment, fabrication, delivery, installation, and coordination required to complete the additional improvements while the Contractor is already mobilized on site.

4. Does the work fall under contingency coverage?

   No. These items represent new City-requested improvements beyond the limits of the original Contract Documents rather than work necessary to complete the original bid scope. Accordingly, the additional work should be incorporated through Change Order No. 5 rather than treated as work covered by the original project contingency. The Contract Documents specifically provide for Owner-approved changes to the Work through the Change Order process under Specification Section 01 26 00, Contract Modification Procedures.

5. Recommendation

Moffatt & Nichol recommends approval of Change Order No. 5 in the lump sum amount of $279,805.07 to incorporate the additional park improvements described above. The work is outside the original bid scope, has been specifically requested and approved by the City, and will improve the safety, functionality, visitor experience, and overall appearance of Cooper Riverside Park. The supporting TIF award documentation, proposed improvement plan, product information, and Contractor pricing provide the basis for the proposed change order.

Cooper Riverside Electrical Additions

PL RUSSELL

PL Russell LLC

251 Saint Anthony St
Mobile, AL 36603
Contact:
Phone:
Fax:

Quote To:

Phone:
Fax:

Job Name:
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Electrical Additions	1.00	LS	15,864.11	15,864.11
20	Ladder and hatch Opening Door	1.00	LS	9,742.30	9,742.30
30	Guardrail/Handrail for Balcony	1.00	LS	10,351.19	10,351.19
40	Resinous Epoxy Flooring	1.00	LS	16,116.85	16,116.85
GRAND TOTAL					**$52,074.45**

NOTES:

Thanks,

Ben Russell
President

Cooper Riverside Project Additions

PL Russell LLC

251 Saint Anthony St

Mobile, AL 36603

Contact:

Phone:

Fax:

Quote To:

Phone:
Fax:

Job Name:
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Additional landscaping Inside Elliptical Seat Wall	1.00	LS	5,000.00	5,000.00
20	Additional Concrete at NE Entrance	1.00	LS	18,018.00	18,018.00
30	Landscaping noise barrier	1.00	LS	13,602.56	13,602.56
40	Clear Vegatation in Gated Area	1.00	LS	2,856.55	2,856.55
50	Tree Removal	1.00	LS	4,870.13	4,870.13
60	Plant specimen tree	5.00	EA	1,446.81	7,234.05
70	Skate Stops - Seat Walls	135.00	EA	193.24	26,087.40
80	Skate Stops - Planters	1.00	LS	6,425.00	6,425.00
90	Curved Bench Seat	1.00	LS	136,161.91	136,161.91
100	Concrete bench pads	8.00	SY	660.28	5,282.24
110	Retractable bollards	1.00	LS	34,593.83	34,593.83
120	Educational interpretive signs	1.00	LS	2,804.10	2,804.10
130	Fenceline behind amphitheater	30.00	LF	313.31	9,399.30
GRAND TOTAL					**$272,335.07**

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 8/10/2026

CURRENT CONTRACT AMOUNT:	$ 3,227,354.24
TOTAL CONTRACT INCREASE:	$ 324,409.52
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.5	**$ 3,551,763.76**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00
	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00

PROJECT NO: PR-029-22
TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades
CONTRACT NO: 5566
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: PL Russell, LLC.

DATE: 8/10/2026

CURRENT CONTRACT AMOUNT:	$ 3,227,354.24
TOTAL CONTRACT INCREASE:	$ 324,409.52
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.5	**$ 3,551,763.76**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**
					Change Order No.1 total:	$ 120,219.68
					Change Order No.2 total:	$ 64,338.62
					Change Order No.3 total:	$ 283,295.94
					Change Order No.4 was for time extension.	NO COST CHANGE

CHANGE ORDER NO.5

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.5	1	Electrical Addition	Lump Sum	1	$ 15,864.11	$ 15,864.11
	2	Ladder and Hatch Opening Door	Lump Sum	1	$ 9,742.30	$ 9,742.30
	3	Guardrail / Handrail for Balcony	Lump Sum	1	$ 10,351.19	$ 10,351.19
	4	Resinous Epoxy Flooring	Lump Sum	1	$ 16,116.85	$ 16,116.85
	5	Additional landscaping Inside Elliptical Seat Wall	Lump Sum	1	$ 5,000.00	$ 5,000.00
	6	Additional Concrete at Northeast Entrance including Demo (77 SQYD)	Lump Sum	1	$ 18,018.00	$ 18,018.00
	7	Landscaping noise barrier (shrubs or trees to fill gaps along fence)	Lump Sum	1	$ 13,602.56	$ 13,602.56
	8	Clear vegetation in gated area	Lump Sum	1	$ 2,856.55	$ 2,856.55
	9	Tree removal	Lump Sum	1	$ 4,870.13	$ 4,870.13
	10	Plant specimen tree (Asian Trident Maple tree)(30 gallon)(1" caliper)(7'-8' tall)	Each	5	$ 1,446.81	$ 7,234.05
	11	Skate Stops on Seat Walls (135 total)(3' spacing)(316 Stainless Steel)(1/2" radius edge)	Lump Sum	135	$ 193.24	$ 26,087.40
	12	Skate Stops on Planters (60 total)(3' spacing)(316 Stainless Steel)(Hemishere)	Lump Sum	1	$ 6,425.00	$ 6,425.00
	13	Curved Bench Seat (5' setback from edge of seat wall)(91 Linear Feet)	Lump Sum	1	$ 136,161.91	$ 136,161.91
	14	Concrete bench pads (no reinforcements)	Square Yards	8	$ 660.28	$ 5,282.24
	15	Retractable bollards (12 total)(White reflective tape)	Lump Sum	1	$ 34,593.83	$ 34,593.83
	16	Install five (5) Educational interpretive signs (City furnished)	Lump Sum	1	$ 2,804.10	$ 2,804.10
	17	Fenceline behind amphitheater	Linear Feet	30	$ 313.31	$ 9,399.30
					Change Order No.5 total:	**$ 324,409.52**
					Contract Amount after Change Order:	**$ 3,551,763.76**

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025



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Contractor's Insurance Certification ..... ATTACHMENT B

Subcontracting Plan, E-Verify Affidavit, DBE Utilization Report ..... ATTACHMENT C

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

Sign Details ..... ATTACHMENT E

Geotechnical Reports and/or Mix Designs ..... ATTACHMENT F

Tax Exemption ..... ATTACHMENT G

GOMESA Component Award Tasks, Terms and Conditions ..... ATTACHMENT H

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPE/21/CM ..... ATTACHMENT I

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPEII/24/CM ..... ATTACHMENT J

ITEM I
INVITATION TO BID

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	PR-029-22
Project:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description:	Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, Mobile, AL 36602, Ph 225-610-1933) with 24-hour notice (send notice to: qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of $175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company registered to do business in Alabama acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective

Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

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

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids
Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25
Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza
Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm
Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE JULY 16, 2025, JULY 23, 2025, & JULY 30, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

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

11. WITHDRAWAL OF BIDS:

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

12. BIDDERS PRESENT:

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

13. AWARD OR REJECTION OF BIDS:

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

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

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

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.

e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.

f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials

or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

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

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

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

18. CONTRACT AND BOND:

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

19. COLLUSION:

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

20. SUBLETTING OR ASSIGNING OF CONTRACT:

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

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Project Manager may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Project Manager definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Project Manager at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Project Manager. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Project Manager may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and

required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

Project Name: MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, COM PROJECT NO. PR-029-22

Bid Opening Date: 8/27/25

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
BR	(1) Attendance at Pre-Bid Meeting
BR	(2) Correct project name and information on sealed envelope (see pg. 5)
BR	(3) Proof of required State of Alabama Contractor's License (see pg. 5)
BR	(4) Entire bound bid contract as received from consultant engineer (see pg. 3)
BR	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
BR	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)
BR	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)
BR	(8) E-Verify Affidavit (Form – pg. 68)
BR	(9) Accounting of Sales Tax form (pg. 78)
BR	(10) Federal-Aid Funded Projects (form – pg. 175)
BR	(11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)
BR	(12) FFATA Disclosure Statement (form – pg. 244)
BR	(13) Proposal Form (pgs. 13-21)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: BEN RUSSELL Job Title: PRESIDENT

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/27/2025

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

Project No: PR-029-22
Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description: Landscape and Hardscape.
Major work items include: Concrete

The Bidder further agrees to construct the improvements in **180 working days (Base Bid)** as chosen by the City.

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

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

Project No. PR-029-22

MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK

GREAT LAWN UPGRADES

ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	ONE HUNDRED For EIGHTY THOUSAND Dollars And ZERO Cents	180,000.00	180,000.00
GENERAL CONDITIONS SUBTOTAL					For ONE HUNDRED EIGHTY- THOUSAND Dollars And ZERO Cents		180,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
REMOVALS / DEMOLITIONS	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	ONE THOUSAND For FIVE HUNDRED Dollars And ZERO Cents	1,500.00	1500.00
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.	For NINE THOUSAND Dollars And ZERO Cents	9000.00	9000.00
	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17,000.00	17000.00
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For THIRTY THOUSAND Dollars And ZERO Cents	30,000.00	30000.00
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	For FIVE THOUSAND Dollars And ZERO Cents	5,000.00	5000.00
REMOVALS / DEMOLITIONS SUBTOTAL					SIXTY-TWO THOUSAND For FIVE HUNDRED Dollars And ZERO Cents		62,500.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND EROSION CONTROL MEASURES	3.1	1	LUMP SUM	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	FORTY-FIVE For THOUSAND Dollars And ZERO Cents	45000.00	45000.00

	3.3	1	LUMP SUM	Furnish, install and maintain tree protection. See Plans and Details.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
TEMPORARY FENCING AND EROSION CONTROL MEASURES SUBTOTAL					For FIFTY-SEVEN THOUSAND Dollars And ZERO Cents		57,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE PREPARATION	4.1	1	LUMP SUM	Earthwork, grading and excavation, fine grading.	For ONE HUNDRED TEN THOUSAND Dollars And ZERO Cents	110000.00	110000.00
	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For SEVEN THOUSAND Dollars And ZERO Cents	7000.00	7000.00
SITE PREPARATION SUBTOTAL					For ONE HUNDRED SEVENTEEN THOUSAND Dollars And ZERO Cents		117,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE PAVEMENT	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	For SEVEN HUNDRED SEVEN THOUSAND Dollars And ZERO Cents	707000.00	707000.00
	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	For TWENTY-SEVEN THOUSAND Dollars And ZERO Cents	27000.00	27000.00
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	For TWENTY-ONE THOUSAND Dollars And ZERO Cents	21000.00	21000.00
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For EIGHTEEN THOUSAND Dollars And ZERO Cents	18000.00	18000.00
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For THIRTY-SEVEN THOUSAND Dollars And ZERO Cents	37000.00	37000.00
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	For SIXTEEN THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					For EIGHT HUNDRED TWENTY-SIX THOUSAND Dollars And ZERO Cents		826,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE STEPS AND WALLS	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	EIGHTY-SEVEN For THOUSAND Dollars And ZERO Cents	87000.00	87000.00
	6.2	1	LUMP SUM	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67000.00
	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	TWENTY-FOUR For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	6.4	1	LUMP SUM	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	THIRTY-FOUR For THOUSAND Dollars And Cents	34000.00	34000.00
	6.5	1	LUMP SUM	Concrete planter wall and integral steps at south project area by amphitheater.	FIFTY For THOUSAND Dollars And ZERO Cents	50000.00	50000.00
CONCRETE STEPS AND WALLS SUBTOTAL					TWO HUNDRED SIXTY-TWO For THOUSAND Dollars And ZERO Cents		262,050.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	FORTY-SEVEN For THOUSAND Dollars And ZERO Cents	47000.00	47000.00
	7.2	1	LUMP SUM	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For FIFTEEN THOUSAND Dollars And ZERO Cents	15000.00	15000.00
MASONRY SUBTOTAL					For SIXTY-TWO THOUSAND Dollars And ZERO Cents		62,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE FURNISHINGS	8.1	1	LUMP SUM	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For TEN THOUSAND Dollars And ZERO Cents	10000.00	10000.00
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17000.00	17000.00
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For THREE THOUSAND Dollars And ZERO Cents	3000.00	3000.00
	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Twenty-Four For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	8.5	1	LUMP SUM	Installation of new flag poles.	ONE HUNDRED For FORTY-TWO THOUSAND Dollars And ZERO Cents	142000.00	142000.00
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Twenty-Four For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
SITE FURNISHINGS SUBTOTAL					Two Hundred Twenty For THOUSAND Dollars And ZERO Cents		220,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP SUM	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Two Hundred Eighty-Four For Thousand Dollars And Zero Cents	284,000.00	284,000.00
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	One Hundred Eleven For Thousand Dollars And Zero Cents	111,000.00	111,000.00
GUARDRAIL SYSTEMS SUBTOTAL					Three Hundred Ninety-Five For Thousand Dollars And Zero Cents		395,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
LANDSCAPING	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Fifty-Three For Thousand Dollars And Zero Cents	53,000.00	53000.00
	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Sixty-Seven For Thousand Dollars And Zero Cents	67,000.00	67,000.00
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Thirty-Five For Thousand Dollars And Zero Cents	35000.00	35000.00
LANDSCAPING SUBTOTAL					One Hundred Fifty-Five For Thousand Dollars And Zero Cents		155 000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP SUM	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For Eight Thousand Dollars And Zero Cents	8000.00	8000.00

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	For TWENTY-THREE THOUSAND Dollars And ZERO Cents	23000.00	23000.00
SITE DRAINAGE SUBTOTAL					For THIRTY-ONE THOUSAND Dollars And ZERO Cents		31,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	For THIRTY-FIVE THOUSAND Dollars And ZERO Cents	350000.00	350 000.00
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For FORTY-TWO Dollars And ZERO Cents	42000.00	42000.00
ELECTRICAL SUBTOTAL					For THREE HUNDRED NINTY-TWO THOUSAND Dollars And ZERO Cents		392,000.00
BASE BID					For TWO MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED Dollars And ZERO Cents		2,759,500.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY PL RUSSELL

SIGNATURE

DATE 8/27/25

UNIT PRICES

The following unit prices will be used to establish costs for changes to the contract. Provide the following unit prices based on the plans, details and specifications.

1.	Surplus and or unsuitable soil material hauled off site.	50	cubic yard	$45.00
2.	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1	each	$1500.00
3.	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	$35.00
4.	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	$45.00

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1, 2, and 3

BASE BID: $2,759,500.00

CONTINGENCY ALLOWANCE: + $50,000.00

TOTAL BASE BID: $2,809,500.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: $ 2,809,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

Base Bid

Total (All items listed in Proposal) 2,809,500.00

Written in words TWO MILLION EIGHT HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS.

Number of calendar days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business
Address 251 SAINT ANTHONY ST
MOBILE, AL 36603

Business
Address _____

Business
Address _____

(Corporate Seal)

ATTEST: _____
Secretary

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

5754
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 57754

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PL RUSSELL LLC

MOBILE, AL 36603

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: DRAINAGE AND CULVERT, SC: CONCRETE

until **May 31, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

8th day of **May, 2025**

216871

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony St., Mobile, AL 36603
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for ***Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades***, **City of Mobile Project No. *PR-029-22.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 27, 2025 (Date)
PL Russell, LLC
By: (Contracting Firm)

Witness as to Principal By: (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: Billie Jo Sanders, Attorney-in-Fact

Alabama Resident Agent By Billie Jo Sanders
Billie Jo Sanders

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of August, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

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

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC
251 Saint Anthony Street, Mobile, Alabama 36603 as Principal and Western Surety Company
151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred & 00 Dollars ($ 2,757,500.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Mobile Riverfront Redevelopment
Cooper Riverside Park, Great Lawn Upgrades, PR-029-22 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

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(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Ben Russell
(Print)

Gwen Logan (Print)

ITS: President
(Title)

ITS: Secretary

PL Russell LLC Corporate Seal 2022 Alabama

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

BY: _____
(Signature)

Renee Ellis
(Print)

ATTEST: _____
(Signature)

ITS: Attorney in Fact
(Title)

Kathryn Hilton (Print)

ITS: Witness

Corporate Seal

Western Surety Company Corporate Seal South Dakota

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and
Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred and 00 dollars ($ 2,757,500.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Mobile Riverfront Development, Cooper Riverside Park, Great Lawn Upgrades, City of Mobile which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

BEN RUSSELL
(Print)

ITS: PRESIDENT
(Title)

ATTEST:
_____
(Signature)

Gwen Logan (Print)

ITS: Secretary
(Title)

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

BY: _____
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

ATTEST:
_____
(Signature)

Kathryn Hilton (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030 Montgomery, AL 36104	PO Drawer 230789 Montgomery, AL 36123	**Office** (334) 244-0004	**Fax** (334) 244-0350	**Web** Turnerfirst.com

September 9, 2025

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,

Renee Ellis

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals.

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

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

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

1. Workers' Compensation/Employer's Liability:

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

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance:

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

5. Certificate of Liability Insurance Endorsement Page:

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

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

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

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

3. The Programs and Project Management and/or Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

    a. Uncompleted work which, in the judgment of the Programs and Project Management Department, might hinder or prevent the prompt completion of additional work if awarded.

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

    c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

    d. The Owner, reserves the right to reject any Bidder who has previously failed to

perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Programs and Project Management Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.

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

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Project Manager.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile, to the City's Testing Lab for

approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles and/or Reclaimed/Recycled Asphalt Shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Project Manager or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Project Manager without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The Contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project

completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

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

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

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

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

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

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

27. All salvageable material from the project shall be stored on the project at locations designated by the City Project Manager. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no

direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

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

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile, to the City's Testing Lab for approval.

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

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Project Manager shall retain one set. Prints and/or tapes shall be delivered to the City Project Manager within one week after they are made.

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

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

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

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

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

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

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

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

47. The Contractor shall be responsible for implementing all erosion control Best Management Practices (BMP) on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the

Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

49. Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
50. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
51. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
52. Workmen shall wear reflectorized vests, shirts or jackets.
53. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
54. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
55. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
56. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
57. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
58. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
59. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
60. All traffic control configurations shall be restored to their original patterns, unless

otherwise directed by the Traffic Engineering Director.

61. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
62. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
63. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
64. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
65. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)



(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and PL Russell, LLC. , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project No: PR-029-22
Project Description: Landscaping and Hardscaping
Major work items include: Concrete

City of Mobile Project Number **PR-029-22**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $2,767,500.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these

Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

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

CITY PROJECT MANAGER:

(7) Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol.**

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

(9) The City Project Manager and/or CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

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

DUTIES OF THE CONTRACTOR:

(10) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the City Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

(11) Both parties to this contract hereby agree that the City Project Manager and/or CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the City Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(12) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(14) The City Project Manager and/or CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

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

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(16) If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

RESPONSIBILITY FOR ACCIDENTS:

(18) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(19) All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

(21) If, in the opinion of the City Project Manager and/or CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the City Project Manager and/or CITY ENGINEER may

direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the City Project Manager and/or CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

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

COMMENCEMENT AND COMPLETION:

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

ESTIMATE:

(24) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned,

and shall render to the City Project Manager and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

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

E-VERIFY:

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

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

SOURCE OF FUNDS FOR PAYMENT:

(27) The source of funds for payment by City under this contract is GOMESA. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(28) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

NON-DISCRIMINATION REQUIREMENTS:

(30) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

    b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

    e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-l.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(31) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(32) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(33) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors

(vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(37) For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(38) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(39) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be

made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(40) As Outlined

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

   1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

      a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

      b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

      c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(41) During the performance of this contract, the CONTRACTOR agrees as follows:

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

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

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(42) Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CONTRACTOR:

_____

WITNESSES:

AN INDIVIDUAL

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

PL Russell (Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

ATTEST:

Gwen Logan

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

Corporate Seal

CITY OF MOBILE

BY: _____

ITS MAYOR

William S. Stimpson (Print)

10/21/25

DATE

ATTEST:

BY: _____

CITY CLERK

Lisa C. Lambert (Print)

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Bussell, whose name is signed to the foregoing instrument in the capacity of President of PL Bussell and who is known to me acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and notarial seal on this the 15 day of Sept, 2025.

NOTARY PUBLIC

My Commission Expires: 4/28/29

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

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

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

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

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

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

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (A);* PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

    The ENGINEER reserves the right, with approval from the Project Manager, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

ATTACHMENT "A"

LOCATION

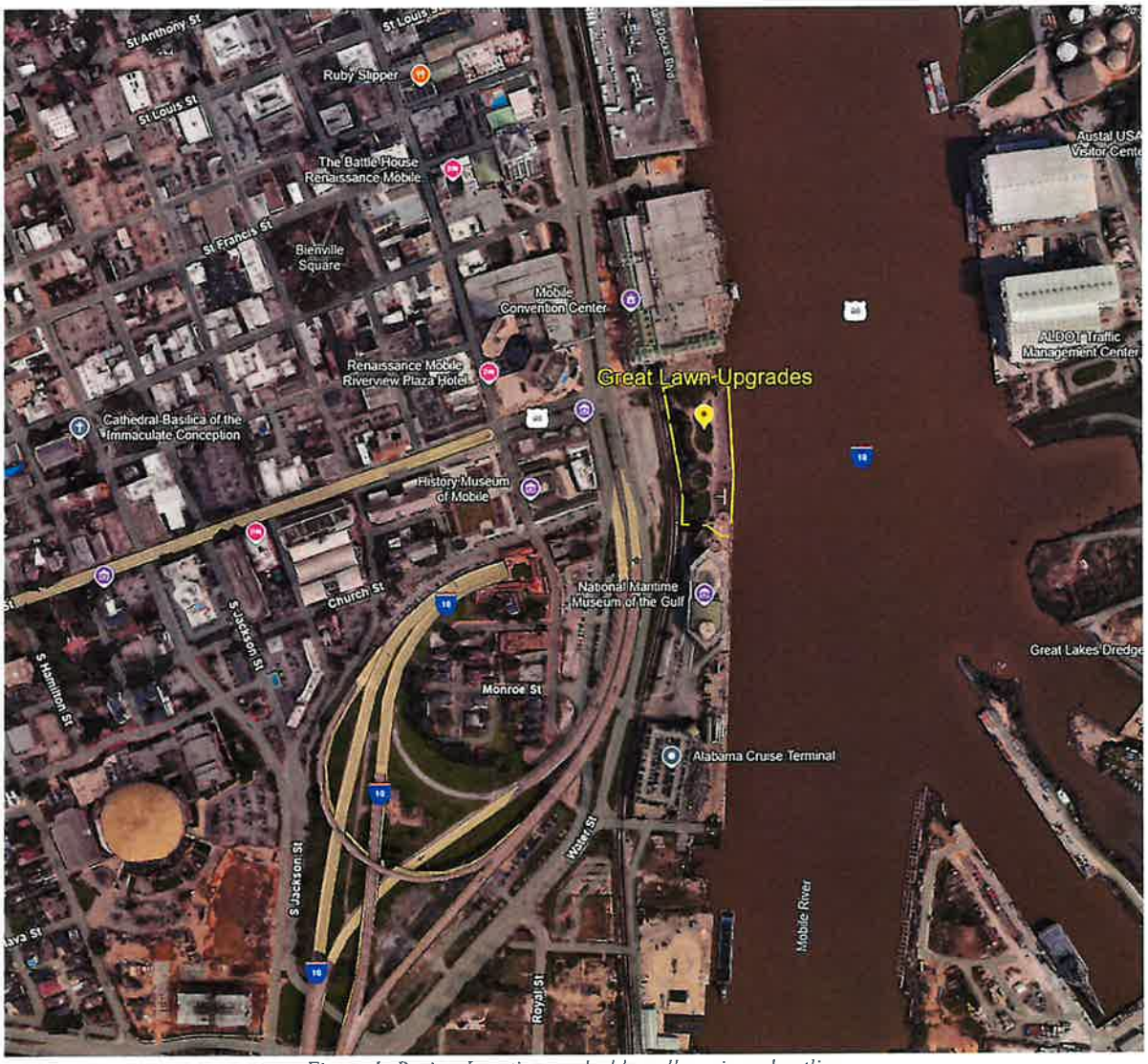

Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Allison G Brownlee PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Benchmark Insurance Co.	41394
INSURED PL Russell LLC P.O. Box 1623 Mobile, AL 36606	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
	INSURER C : Lloyd's of London	32727
	INSURER D : RSUI Indemnity Company	22314
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2025-AL	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Brush

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: PL Russell	Certified DBE: YES (NO)	Contract Start Date: 1/1/2026
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valerie Archnique Kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnequa.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	PR-029-22
Project Description	Mobile Riverfront Redevelopment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority 8 SDVO _____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ben Russell

Signature: _____ Date: 8/22/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Ben Russell Title: President

Email: ben@plrussell.com Phone: 251-385-6091

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archinque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company PL Russell Your Bid/Proposal Amount $ 2757,500.00 Date: 8/27/25

8 / 27 / 25 Description Mobile Riverfront Redevelopment

Name of Bidder/Proposer: PL Russell

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Hog Concrete		Concrete Supplier	$207530.00	8%	yes	
Hughes Companies		Trucking/Aggregates	$81,000.00	3%	yes	
White Cap		Material Supplier	$172,200.00	6%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: Ben Russell Phone 251-599-1146 Email ben@plrussell.com

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

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

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

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

Section 2(B)

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

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

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

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

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared BEN RUSSELL (affiant) who, being duly sworn says as follows:

President/CEO of PL RUSSELL.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for PL RUSSELL that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said COMPANY is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2306613.

CEO of PL RUSSELL

Sworn to and subscribed before me this the 27 day of AUGUST, 2021

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

Signature and Seal of Notary Public

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PL Russell, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 381201 **Client Company ID Number:** 2306613

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Beniamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

Company ID Number: 381201

Client Company ID Number: 2306613

This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____
_____
_____
_____
_____

Contractor: _____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

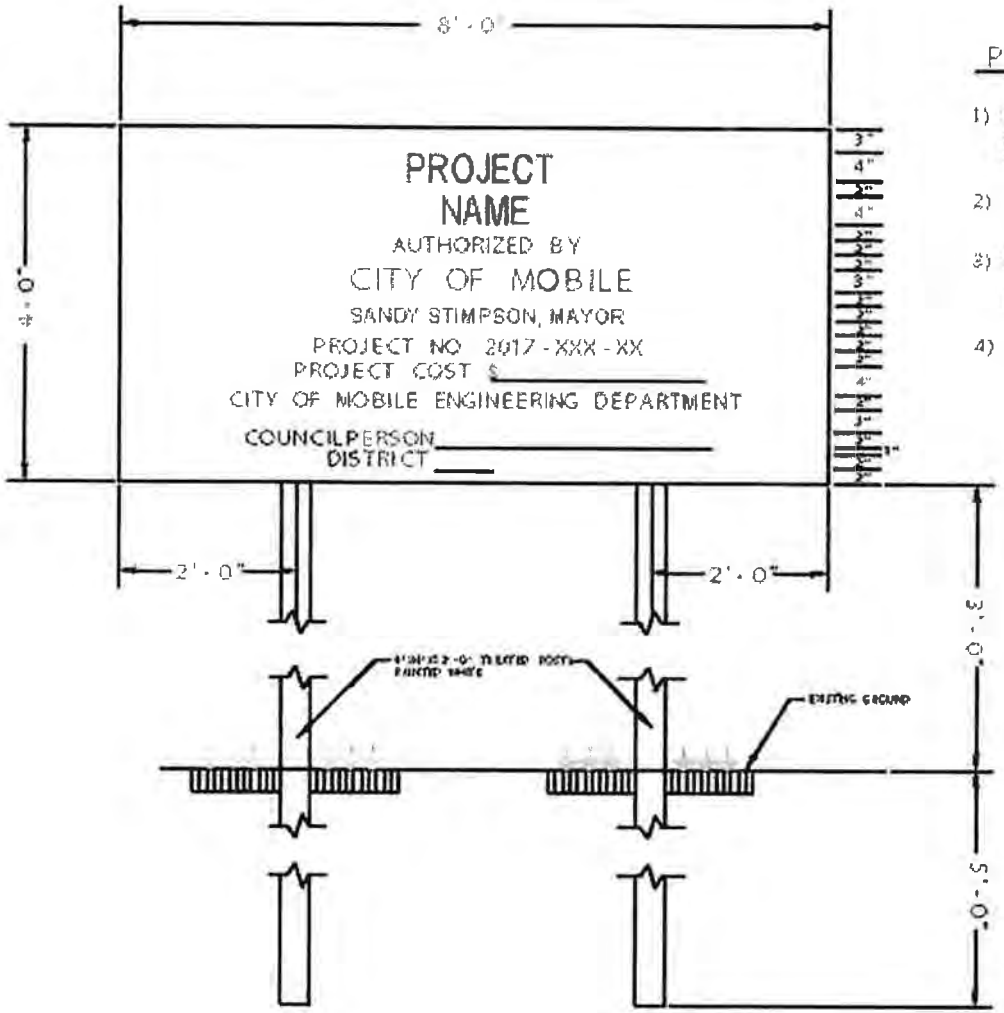
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
2) Sign to be placed at location directed by the Engineer
3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/27/25

Name of Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

Project Number: PR-029-22

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 44,500.00
ADDITIVE ALTERNATE #1:	$ —

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder PL Russell LLC

Mailing Address 251 Saint Anthony St Mobile, AL 36603

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

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-385-6091

PL Russell LLC Corporate Seal 2022 Alabama

ATTACHMENT "H"

GOMESA COMPONENTS, AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits I and J for tasks, terms and conditions.

1. PROJECT PERFORMANCE PERIOD: The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.

2. REPORTS: The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

3. PRE-CONSTRUCTION REQUIREMENTS:

Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

a. Engineering and design plans. The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

b. Permitting requirements. The Recipient must furnish evidence, satisfactory to the

Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

c. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

d. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

4. ASSIGNMENT / AMENDMENT: The Recipient shall not assign or otherwise transfer any interest in the GRANT AGREEMENTS without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of the GRANT AGREEMENTS. Such amendments, which are mutually agreed upon between ADCNR and Recipient, must be in writing and approved by all signatory/authorities prior to becoming effective.

5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

ATTACHMENT "I"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

   PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

   BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

   In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalition, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

William S. "Sandy" Stimpson, Mayor
City of Mobile

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (**Northern Riverfront Plaza**).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Sumpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

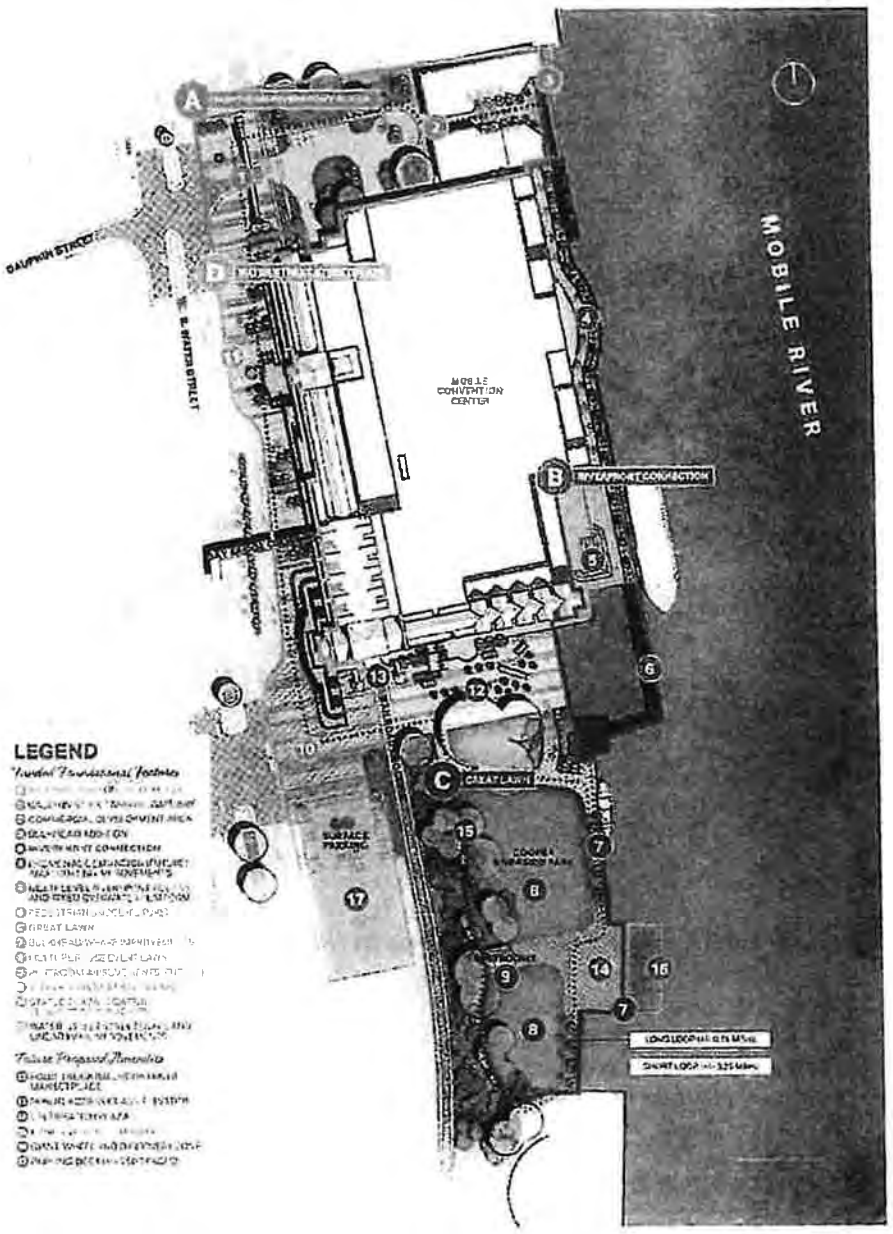


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center*]*. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

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Submitted and Approved By:

William S. Stimpson
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William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Simpson
Printed Name

Mayor
Title

Reviewed By Accounting

DOF Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;** and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the **Mobile Riverfront, can now be realized with the** allocation of GOMESA **funding for 2022.** This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development **(Northern Riverfront Plaza).**

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

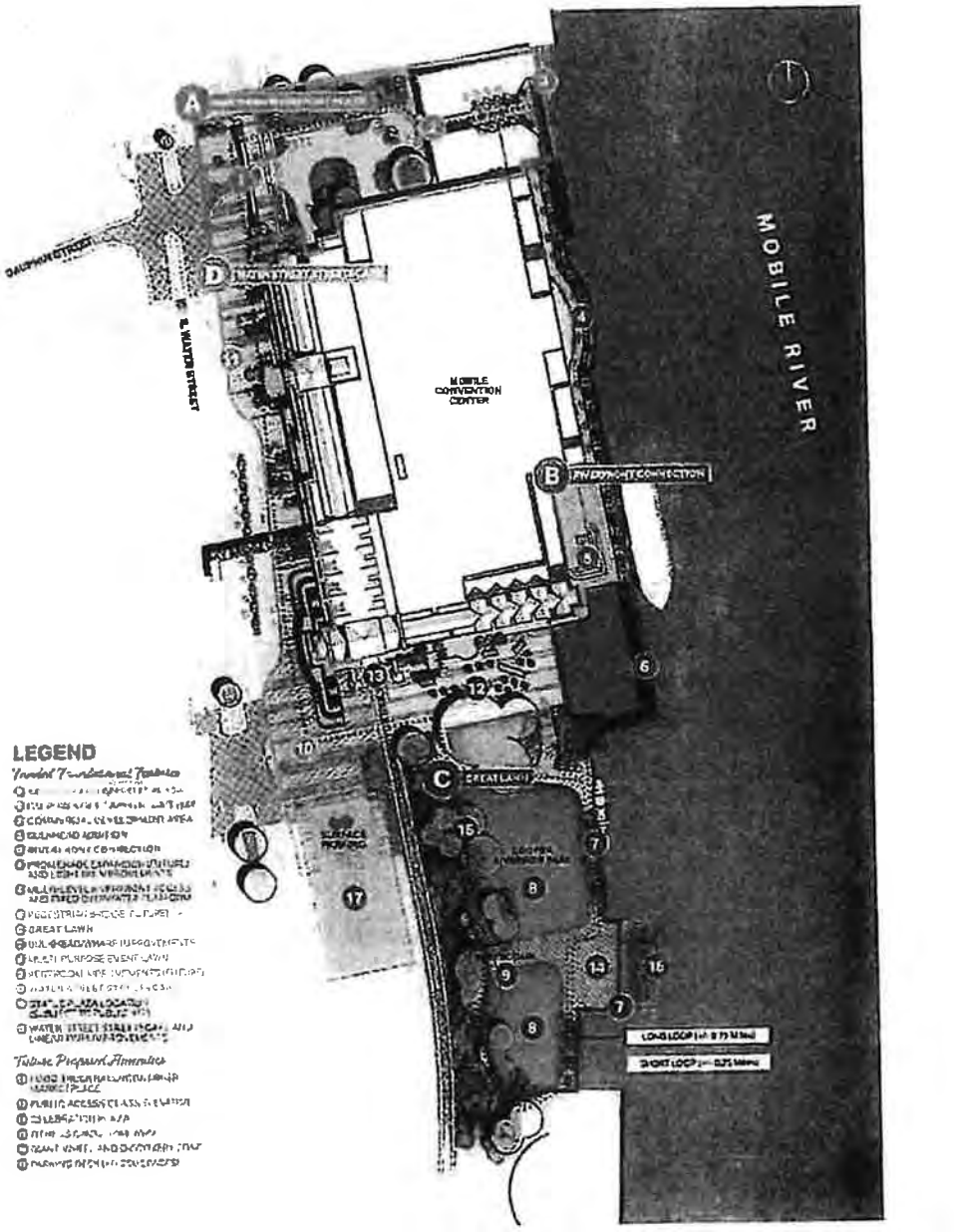


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	$7,000,000
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

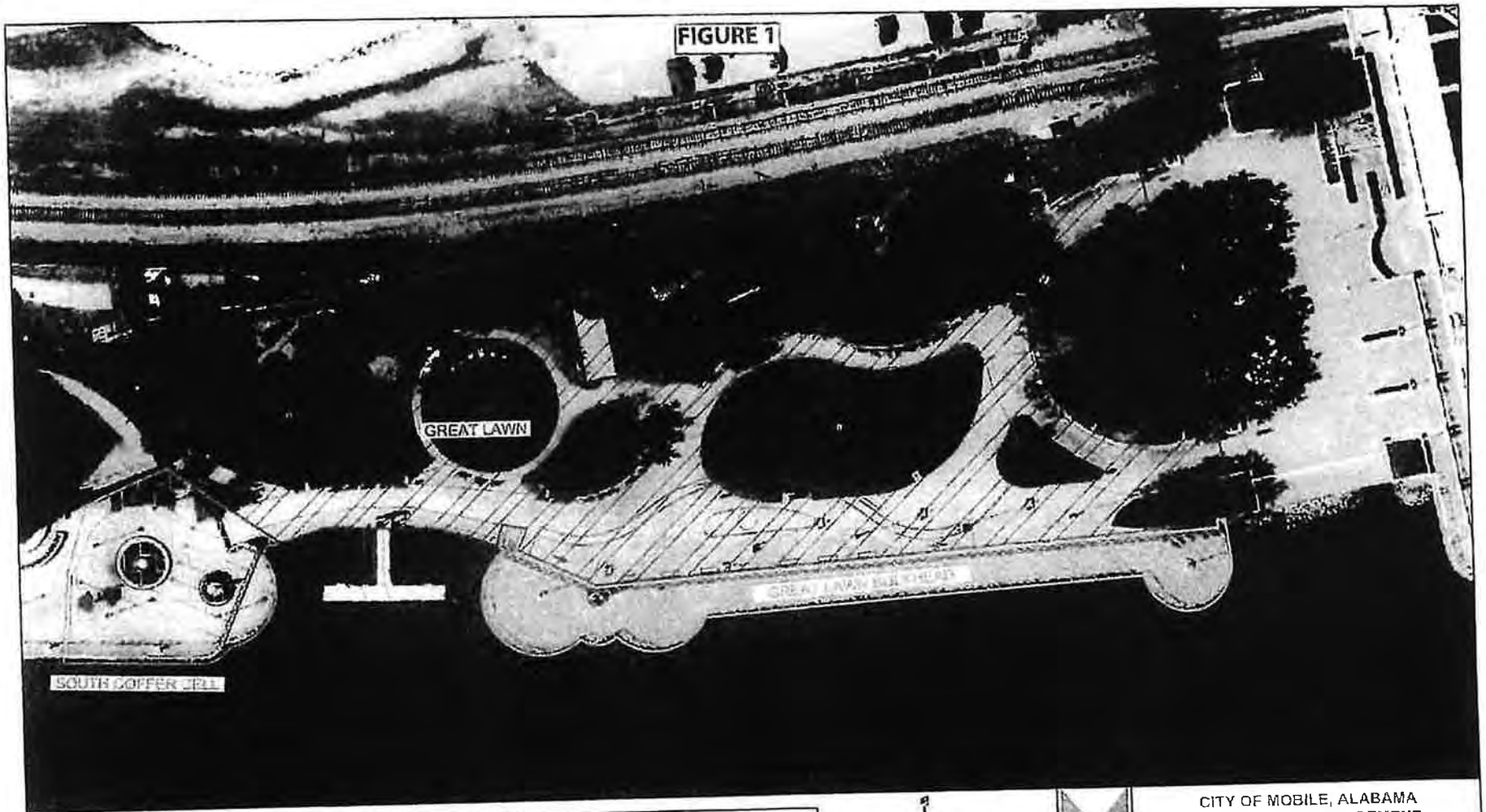
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS:

Page 5 of 6

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 5,664,790.14

SOUTH COFFER CELL : $ 1,027,962.53

GREAT LAWN : $ 3,272,105.00

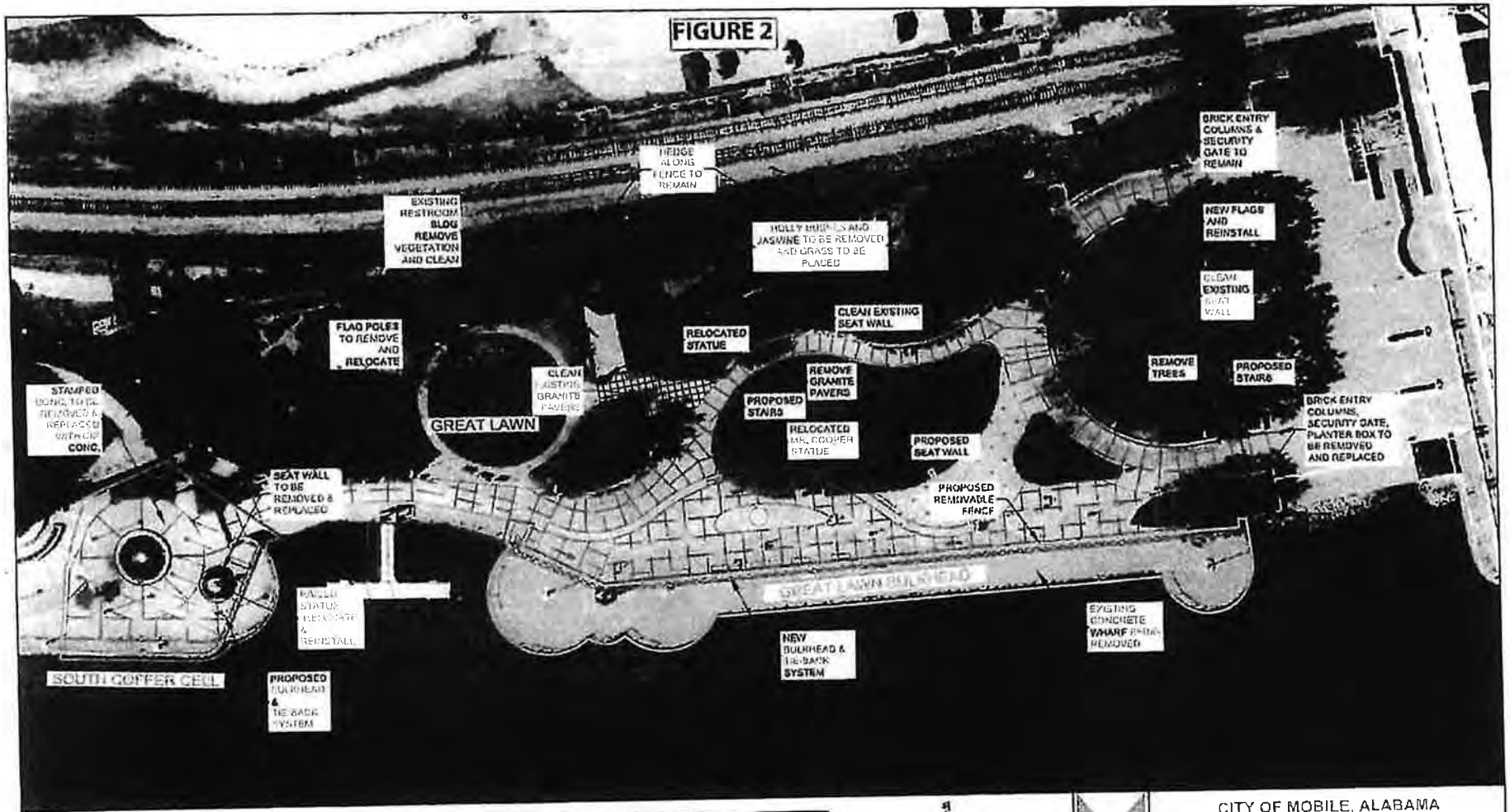
0 25 50 100 Feet

1:576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024



NOTES / COMMENTS

Page 6 of 8

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) = $ 5,561,796.14

SOUTH COFFER CELL = $ 1,827,[illegible]

GREAT LAWN = $ 2,272,185.00

0 25 50 100 Feet

1:570

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

31-272 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: MAR 29 2022

City Clerk

ATTACHMENT "J"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPEII/24/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective December 2, 2024, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($4,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

2. Paragraph 25 of the Original Agreement shall be deleted and replaced with the following:

   25. NON-APPROPRIATION AND PRORATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

   In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of

this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

3. Exhibit A of the Original Agreement shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as "Exhibit No. 2".

4. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 6-17-25

APPROVED BY LEGAL

City of Mobile

William S. Stimpson, Mayor

Reviewed By Accounting

DCNR Accounting Director

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPEII/24/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

   a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
   b. Mitigation of damage to fish, wildlife, or natural resources;
   c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
   d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
   e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 12-2-24

GRANTEE:

William S. Stimpson
2024.11.20 08:44:05
-06'00'

Signature

Printed Name

Title

Reviewed By Accounting

ADCNR Accounting Director

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area: and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	$2,278,667
	Total GOMESA Funding Not to Exceed	$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

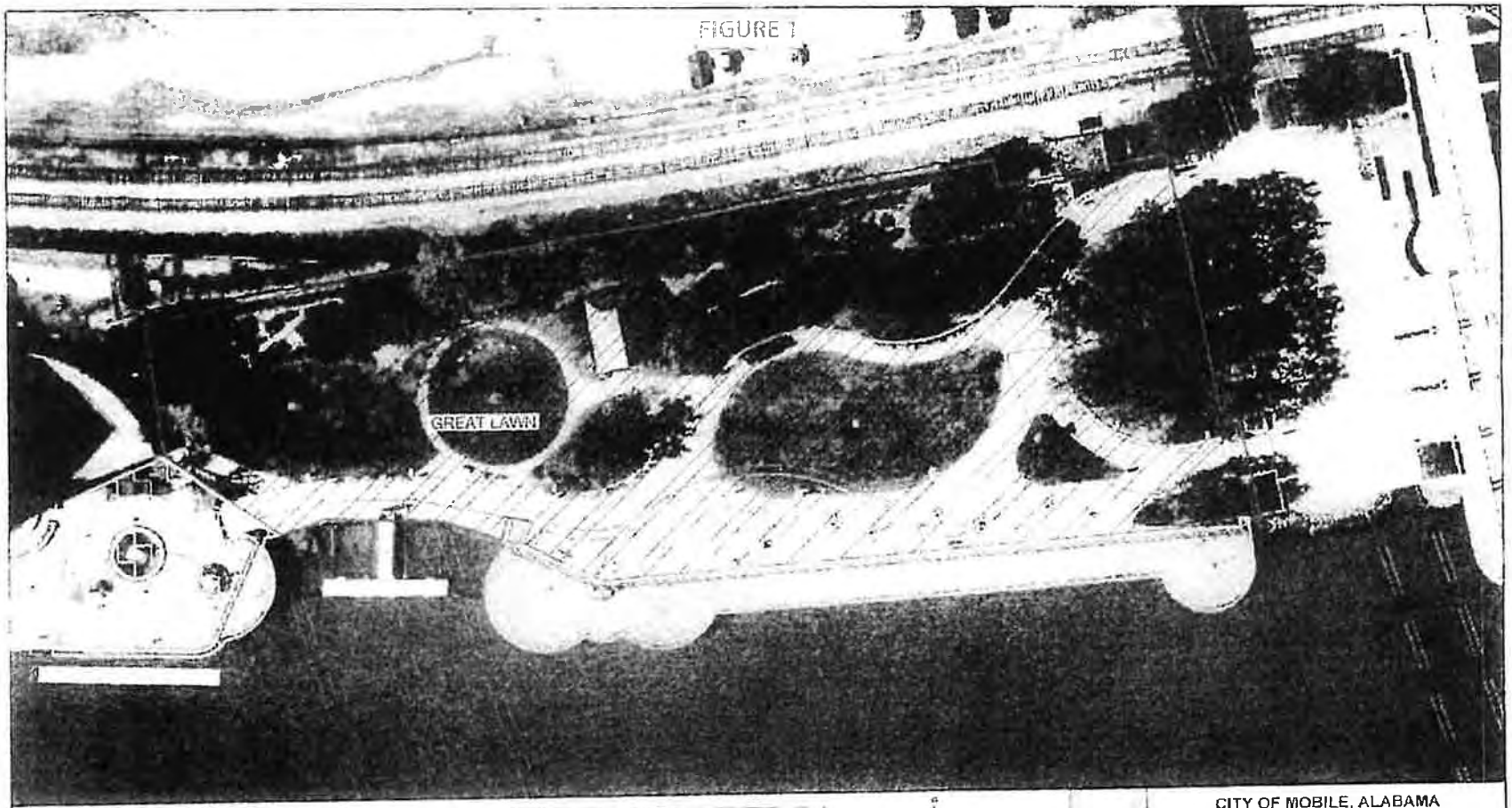
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 15 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,864,796.14
SOUTH COFFER CELL $ 1,827,362.50
GREAT LAWN $ 2,272,105.00

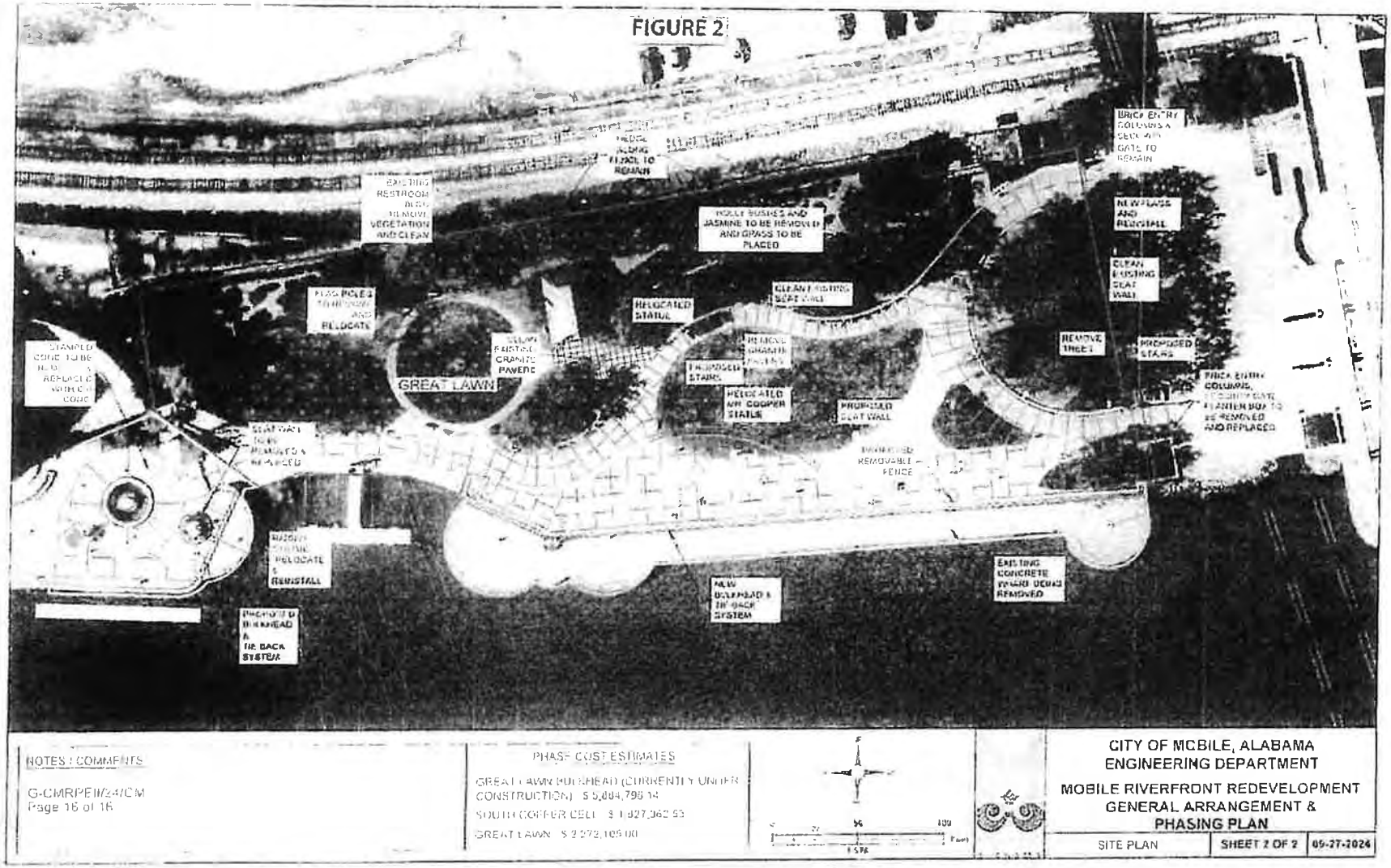
0 50 100 Feet

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS

G-CMRPE/II/24/CM
Page 16 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,004,798.14

SOUTH COPPER CELL $ 1,927,362.93

GREAT LAWN $ 2,273,109.00

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

01-1011 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lana Pafenbach

City Clerk

Amended and Restated
EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

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b. Mitigation of damage to fish, wildlife, or natural resources;
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d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
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Project Description:

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

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More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

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Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

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The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
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2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$4,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. Stimpson, Mayor
City of Mobile

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: ONE (1)

PROJECT NO: PR-029-22

DATE: February 4, 2026

TO CONTRACTOR: PL Russell, LLC.

CONTRACT DATE: November 24, 2025

ADDRESS: 251 Saint Anthony St.,
Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:
1. Increase the contract amount to $2,879,719.68.
2. Complete the change in scope as referenced in the attachments.
3. No change to the contract completion date.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$0
Contract Sum prior to Change Order No.1	$2,759,500.00
Contract Sum will be INCREASED by Change Order No.1 in the amount of	$120,219.68
New Contract Sum including this Change Order will be	$2,879,719.68

The Contract Sum as of this Change Order No.1 therefore is $2,879,719.68.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

2/11/2026

Date

Digitally signed by Spiro N. Cheriogotis
Date: 2026.03.11 09:25:26 -05'00'

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	ONE (1)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number one (1) to contract with PL Russell, LLC. dated February 3, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	02/03/20256
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 1 - Justification
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (paving, fencing, benches, light poles, trash receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, and as the bulkhead/SCC work required access and staging through portions of the park, select areas that were previously outside the park package limits now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

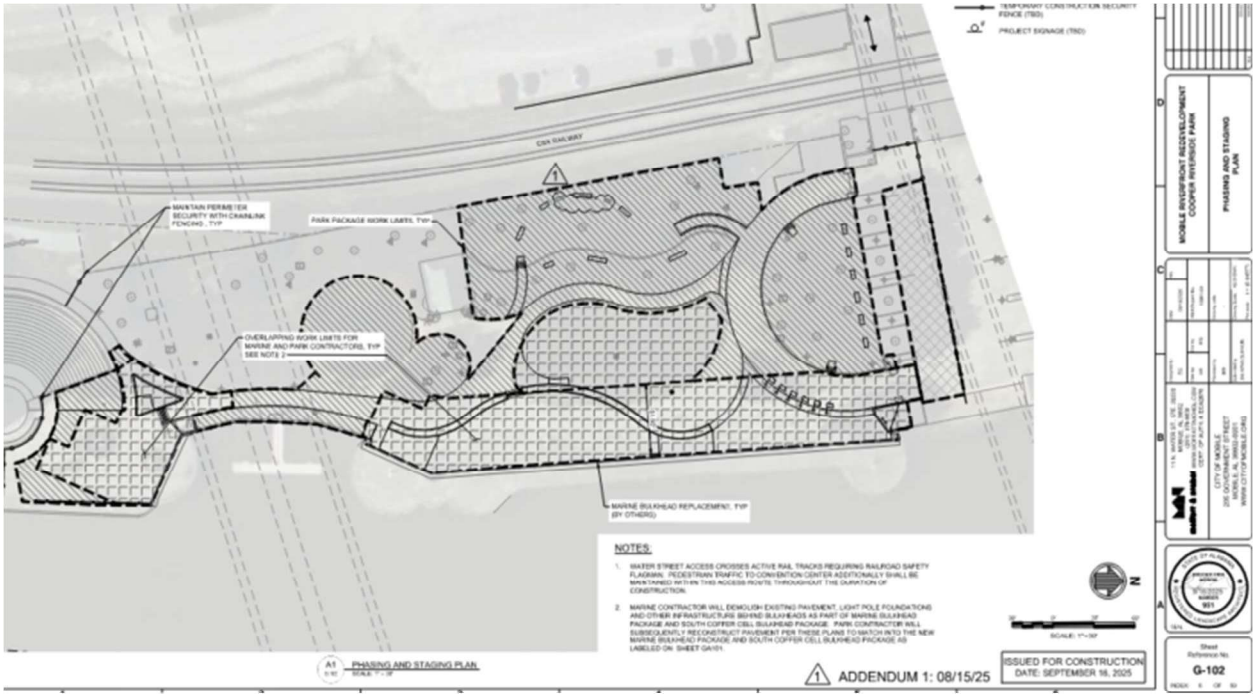


Figure 1: Plan – As bid limits of park upgrades

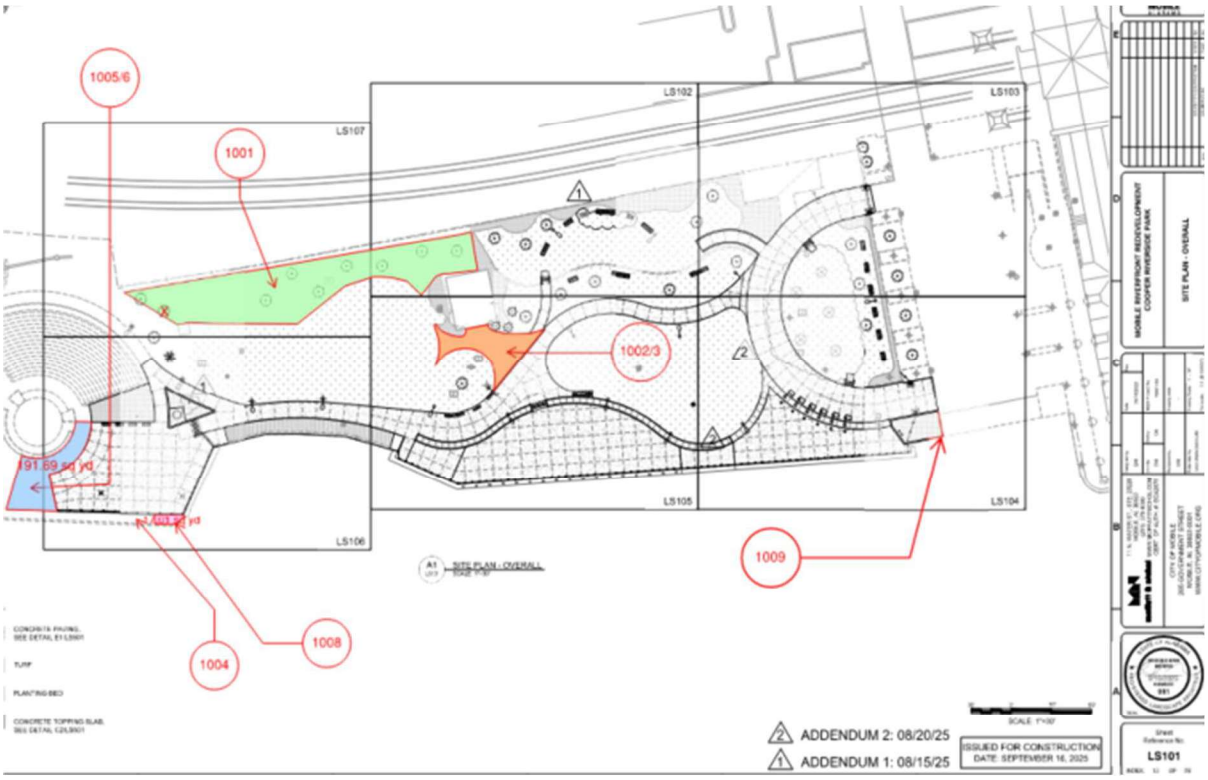


Figure 2: Proposed changes in this change order No.1

1001 – Out-of-scope area restoration/upgrade

This area was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the highest-priority work needed to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

1002 – Restoration/upgrade of area impacted by bulkhead/SCC access and construction

Similar to Item 1001, this area was originally planned to remain largely in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, the contractor's only viable access required temporary haul routes and heavy equipment traffic through this portion of the park. As a result, select pavers cracked and the area no longer presents a consistent finished condition relative to the newly improved waterfront. The City has directed replacement with concrete paving to provide a cleaner, more uniform appearance, reduce future maintenance associated with pavers, and better match the updated park character.

1003 – Associated demolition work (related to 1002)

This work is a necessary enabling component to implement Item 1002, including removal of affected materials and preparation for the revised restoration approach. It is directly tied to the revised paving strategy and is required to achieve a complete, constructible repair.

1004 – Targeted restoration near SCC repair zone

This section has already been disturbed due to known construction activities and proximity to SCC-related work. At the City's direction, Moffatt & Nichol concurs that completing this repair now is the most practical approach because the contractor is mobilized, access is available, and the pricing is reasonable relative to remobilization later. This change is intended to restore continuity and provide a clean transition adjacent to the active marine repair limits.

1005 – Stakeholder-requested paving aesthetic modification (remove brick banding and match new concrete)

During design, Moffatt & Nichol worked to limit removal of otherwise serviceable concrete to avoid unnecessary cost. The original approach anticipated sawcutting and local replacement where required for the new SCC bulkhead and tieback system. However, the existing pavement includes brick inlay/banding used as visual accents. Stakeholders have requested eliminating these brick bands and repaving to match the newer concrete paving, creating a more consistent and "clean" finished appearance across the waterfront hardscape. This change aligns the final park aesthetic with stakeholder goals and avoids a patchwork look between new and existing surfaces.

1006 – Sawcut/removal of existing concrete paving associated with 1005

This item covers the necessary sawcutting and removal limits needed to implement the revised paving approach under Item 1005. It is an enabling scope item required for constructability and proper tie-in to adjacent new work.

1007 – Light Changes

This change is client-directed to standardize the lighting: LP1-12 and LP1-13 will match the LP-1 pole and fixture, and the existing pole at the SE end of the project will be replaced with a new pole to match LP-1 (including a new foundation). One pole foundation was also impacted by the pavement scope extension near the amphitheater, which required this update to maintain consistency and coordination with the revised paving limits.

1008 – Museum bulkhead/wharf area paving replacement for uniformity and event-use functionality

Brick pavers removed in this area were already uneven in places and do not align well with the newly constructed SCC bulkhead/waterfront improvements. Given that the City leases and programs this prominent waterfront space for events, replacing remaining mismatched/uneven brick pavers with new concrete paving provides a smoother, cleaner, and more durable surface. This improves accessibility, reduces trip hazards, and provides a consistent finish in a high-visibility area.

1009 – Northeast planter wall adjustment/repair to address settlement/rotation while minimizing risk near tunnels/outfall

The project originally included partial demolition and reconstruction of the Northeast planter wall to accommodate a widened entrance. During the bulkhead construction, vibration and related ground movement contributed to minor settlement and a slight rotation/shift of the planter wall toward the south (bulkhead side), creating a visible gap and uneven alignment. The north side of this area includes a brick scupper pad located above an outfall near the Bankhead Tunnel, with unknown details regarding any sheet pile support and tieback configuration.

Because of the proximity to critical tunnel/outfall infrastructure and the uncertainty of subsurface support conditions, full replacement of the planter wall would introduce avoidable risk and could trigger extensive marine/structural work well beyond the intent of the park package. The proposed change instead keeps the wall in place and implements a least-invasive stabilization/repair approach: closing the visible gap created by the shift and raising/adjusting the northeast portion to restore alignment and appearance. This

approach leverages the existing concrete spread footing support, minimizes disturbance, and provides a practical, cost-effective repair that restores function and aesthetics without initiating a larger and higher-risk scope near critical infrastructure.

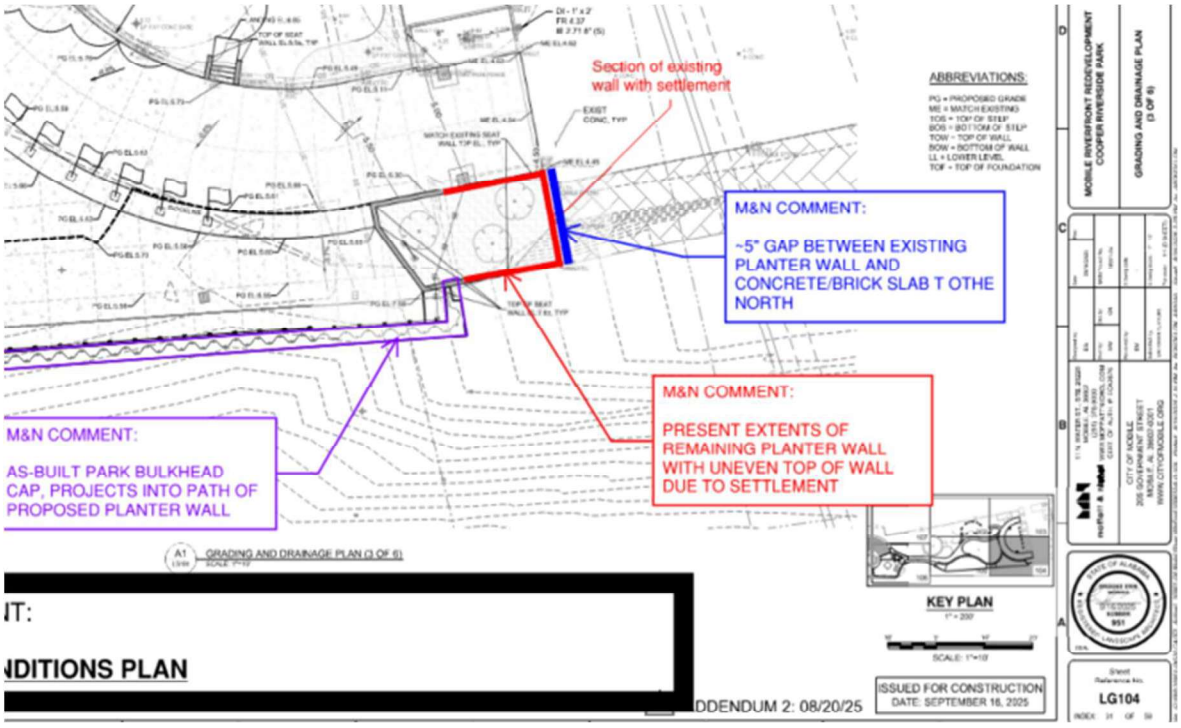


Figure 1: Preset extents of remaining planter wall due to settlement

For the Northeast planter wall, the repair approach is intentionally limited and least-invasive due to the wall's proximity to the outfall and the Bankhead Tunnel and the uncertainty of the existing support/tieback configuration in this area. Rather than remove and fully reconstruct the wall (which could introduce unnecessary risk and expanded marine/structural work), the proposed scope restores alignment and appearance by constructing the new level-top planter wall segments and tying them into adjacent existing walls per Detail C5/LS506. Where the new planter wall intersects the park bulkhead cap, reinforcing will be post-installed into the existing cap/footing using epoxy anchors (#8 reinforcing with 6-inch embedment and 3-inch cover), and final alignment will be field-coordinated to account for any existing bulkhead cap projections. This solution closes the gap created by settlement/rotation, provides a clean and continuous

finished condition at a high-visibility entrance, and accomplishes the repair without disturbing the existing spread-footing-supported wall system more than necessary.

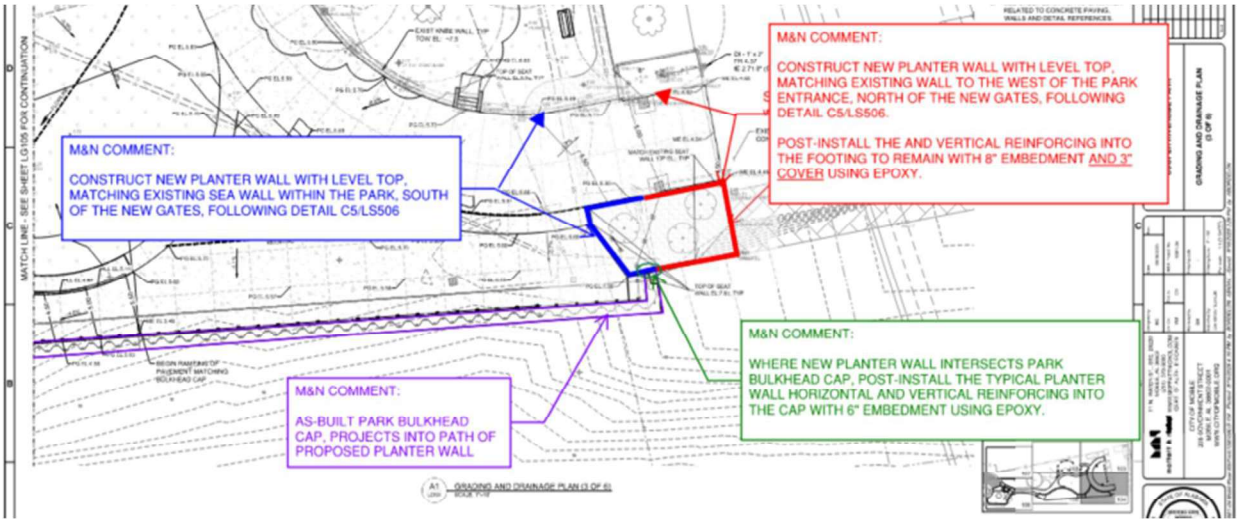


Figure 2: Elevation - Mudline Conditions Waterside of New Bulkhead

These photos show that the waterside planter bank/slope is supported by riprap revetment, and they also document the planter wall's lateral shift/rotation that has opened a 5" gap between the wall and the adjacent brick/scupper pad.



Photo 1 Waterside planter bank/slope supported by riprap revetment



Photo 2 planter wall's lateral shift/rotation

During the South Coffer Cell (SCC) bulkhead construction, the contractor's work required heavy equipment access and staging through the adjacent park hardscape, including areas near the amphitheater. To support bulkhead installation and tieback activities, only limited sawcut and removal of existing pavement was performed at the time; however, repeated construction traffic and temporary access routes affected nearby paver/concrete surfaces beyond the original sawcut limits. As a result, the City has requested restoration and repaving in the impacted areas (including near the amphitheater) to provide a clean, uniform finished condition consistent with the newly improved waterfront.



Image 3: Arial – SCC Bulkhead Construction with Limited Sawcut Limits and Temporary Access Route Through Park



Image 4: This photo shows the pavers near the restrooms were in good condition immediately prior to the start of the SCC construction, before the temporary limestone access road was installed for construction access.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?
Yes. Multiple areas adjacent to the Great Lawn/SCC improvements were either (a) intentionally excluded from the original bid package due to budget and funding constraints, or (b) were impacted by construction access and field execution of the separate bulkhead/SCC work. In addition, stakeholder- and City-directed aesthetic and functional preferences were confirmed during construction, including removal of brick banding, replacement of pavers with concrete for uniformity, and coordination updates tied to expanded pavement limits near the amphitheater. Minor settlement/rotation at the Northeast planter wall was also observed during bulkhead construction and requires repair while minimizing risk near the Bankhead Tunnel/outfall infrastructure.

2. Does the change order reflect a new or previously unanticipated scope?
Yes. The change order incorporates restoration/upgrades outside the original Great Lawn Upgrades bid limits (Items 1001–1004), revised paving aesthetic direction (Items 1005–1006), lighting standardization and foundation coordination impacted by expanded repavement limits (Item 1007), pavement replacement in the museum/wharf event area for safety and usability (Item 1008), and a least-invasive repair approach for the Northeast planter wall settlement/rotation to avoid higher-risk work near critical tunnel/outfall infrastructure (Item 1009). This scope was not included in the original bid package and was not fully known until construction activities and stakeholder direction progressed.

3. Is the proposed cost reasonable?
Yes. The proposed costs reflect the labor, equipment, materials, demolition/disposal, and restoration required to complete the added work items in a constructible manner while the contractor remains mobilized and site access is available.

4. Does the work fall under contingency coverage?
No. These items represent added scope and restoration/upgrades beyond the original bid package limits, as well as repair work resulting from construction impacts and field-observed conditions. This change order is not intended to be covered under the original contingency.

5. Recommendation

Moffatt & Nichol recommends approval of Change Order No. 1 in the lump sum amount of **$120,219.68** to incorporate Pay Items 1001 through 1009 as described. The added scope is clearly itemized, and the unit prices align with PLR's original bid schedule/pricing, supporting the reasonableness of the proposed costs. The work is necessary to achieve complete, coordinated finished conditions, address areas impacted by bulkhead/SCC construction access, implement the City's requested paving and lighting standardization (including a pole foundation impacted by the amphitheater pavement scope extension), improve uniformity and functionality in the museum/wharf event area, and perform a least-invasive repair to the Northeast planter wall while minimizing risk near tunnel/outfall infrastructure.

CHANGE ORDER

Prepared By PL Russell

CHANGE ORDER NO.: 1

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued: February 3, 2026

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**
Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of 1,073 sy area to be cleared, sod added with irrigation. Removal and replacement of granite pavers at the restroom due to poor condition. Addition of 192 sy of concrete removal and paving at amphitheater for project uniformity. Requested lighting pole changes. Addition of 17 sy of concrete paving due to removal on prior project. Repair of 12 sy paver section at water box at seawall due to prior subgrade failure. Sawcut, remove and replace 30 lf of Northeast Planter wall due to prior settlement.

Attachments:

Figure 1 and 2

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **N/A**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ $2,759,500.00	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ 120,219.68	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,879,719.68	Contract Times with all approved Change Orders: Substantial Completion: 180 Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:	D. Saintevron	
Title:	Project Manager/Sr. Marine Structural Engineer	City of Mobile Project Manager
Date:	02/03/2026	02/04/2026

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

January 29, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment - Cooper Riverside Project - Change Order 1

Mr. Duvvuri,

PL Russell is submitting Change Order 1 addressing the additional work outlined below.

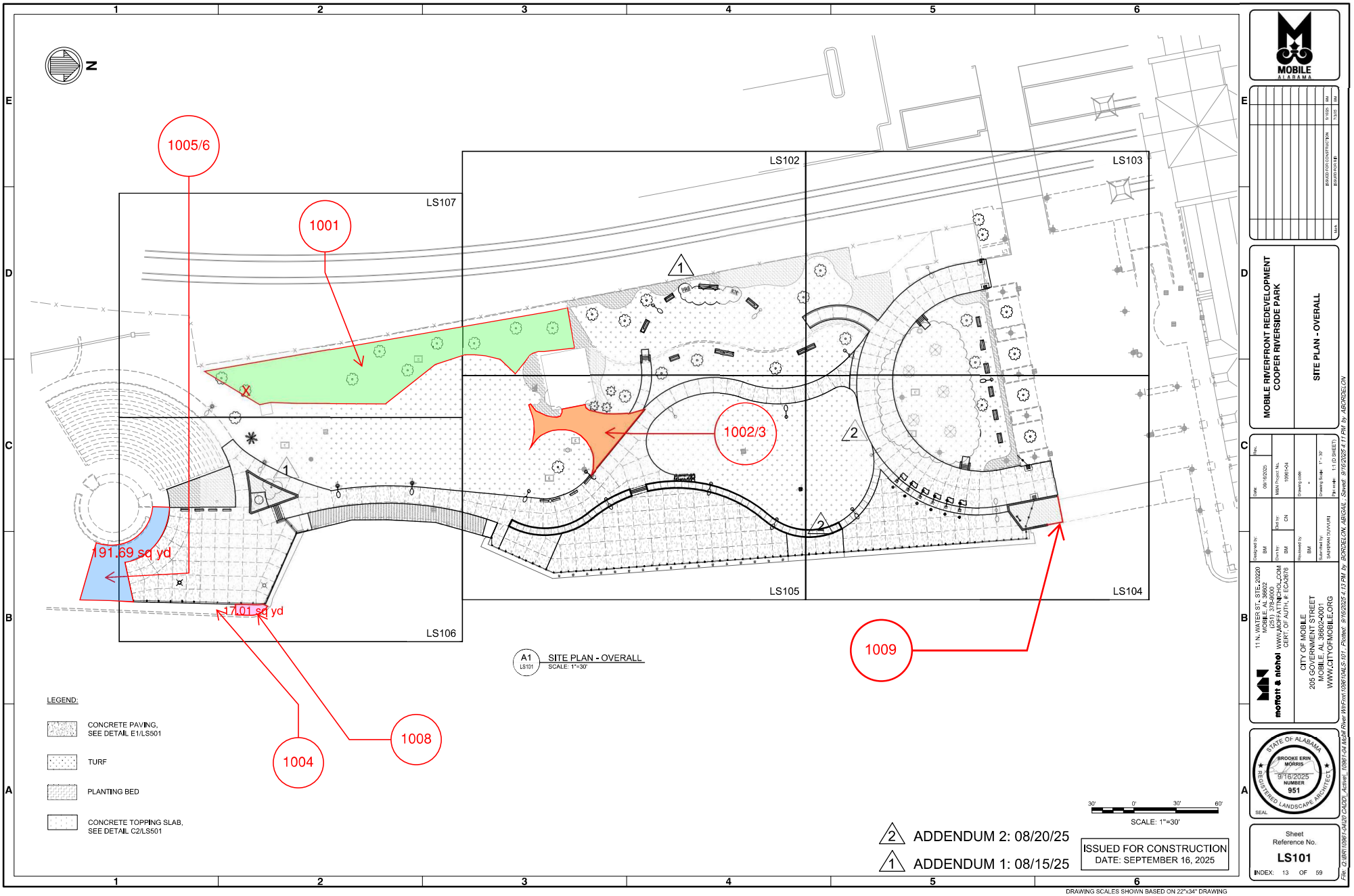
Pay Item	Description	Quantity	Units	Unit Price	Price
1001	Additional Sod, Irrigation and Clearing (1,073 SY)	1	LS	$19,309.00	$19,309.00
1002	Replace Granite with Concrete Paving at Restroom	165	SY	$179.67	$29,645.55
1003	Remove Granite Pavers	165	SY	$7.62	$1,257.30
1004	Repair Paver Section around Water Box at Seawall	12	SY	$67.00	$804.00
1005	Additional Concrete Paving at Amphitheater	192	SY	$179.67	$34,496.64
1006	Sawcut and Remove Concrete Paving	192	SY	$20.90	$4,012.80
1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	1	LS	$14,140.00	$14,140.00
1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	17	SY	$179.67	$3,054.39
1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	30	LF	$450.00	$13,500.00
				Total:	**$120,219.68**

If you have any questions, do not hesitate to contact me.

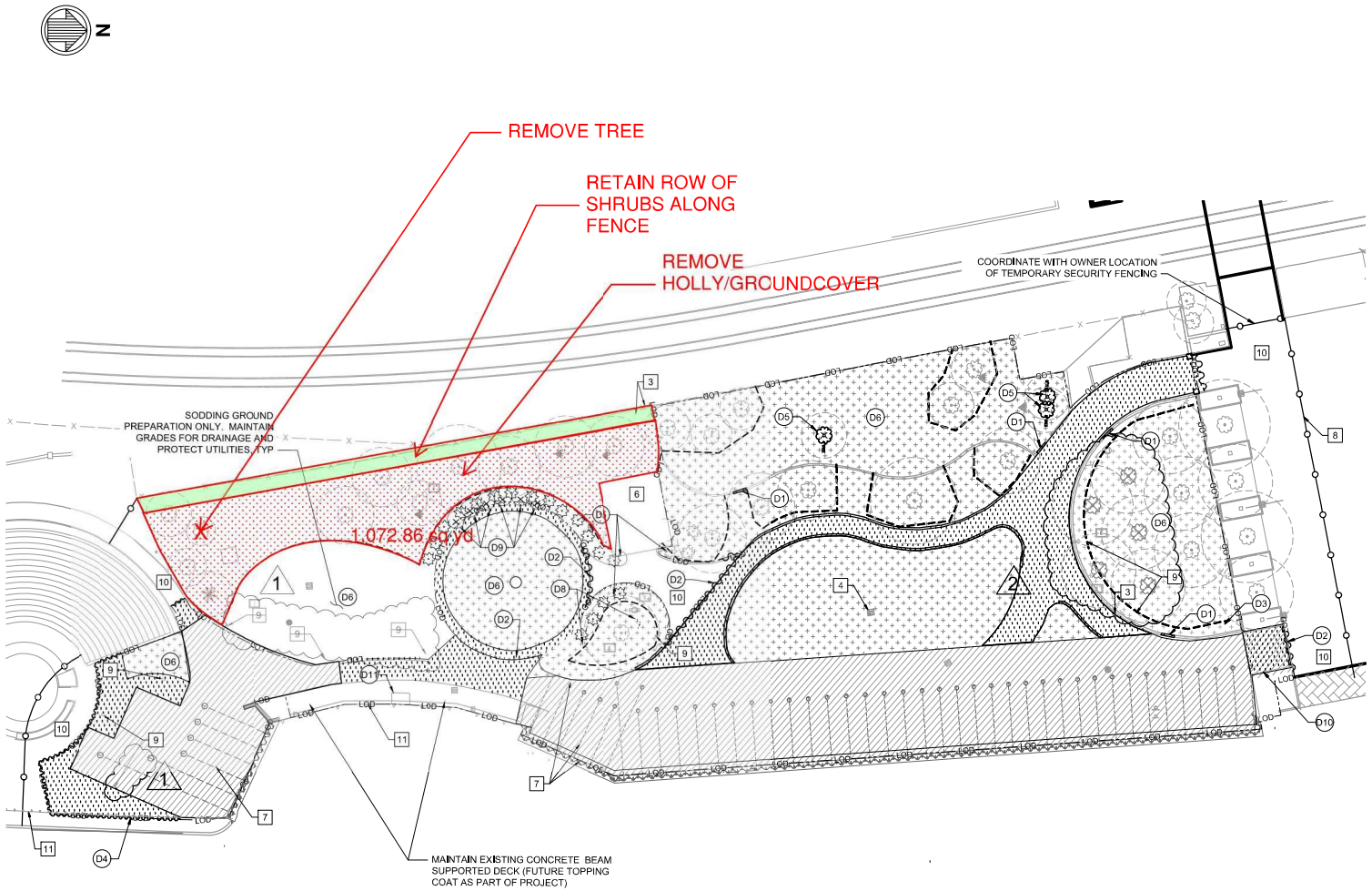
Sincerely,

Jason Prescott

+ 251-385-6091
info@plrussell.com
www.plrussell.com
251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633



N
1005/6
1001
1002/3
1004
1008
1009
LS102
LS103
LS104
LS105
LS106
LS107
191.69 sq yd
17.01 sq yd
A1
LS101
SITE PLAN - OVERALL
SCALE: 1"=30'
LEGEND:
CONCRETE PAVING, SEE DETAIL E1/LS501
TURF
PLANTING BED
CONCRETE TOPPING SLAB, SEE DETAIL C2/LS501
SCALE: 1"=30'
2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25
ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025
MOBILE
ALABAMA
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
SITE PLAN - OVERALL
moffatt & nichol
11 N. WATER ST., STE. 20220
MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. #: ECA2676
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG
STATE OF ALABAMA
BROOKE ERIN MORRIS
9/16/2025
NUMBER
951
REGISTERED LANDSCAPE ARCHITECT
SEAL
Sheet Reference No.
LS101
INDEX: 13 OF 59
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



A1 LD-101 LANDSIDE DEMOLITION PLAN
SCALE: 1"=30'

LEGEND:

- REMOVE SOD, GROUNDCOVER, AND SHRUBS
- EXISTING BULKHEAD BACKFILL (BY OTHERS)
- REMOVE EXISTING CONCRETE PAVING (D1 D-501)
- REMOVE UTILITIES
- REMOVE SPECIAL OBJECT
- TREE PROTECTION FENCE, SEE LD101
- TEMPORARY SECURITY FENCING

GENERAL NOTES:

1 REFER TO SITE PLANS FOR LAYOUT WORKING POINTS.

2 REFER TO ELECTRICAL DEMOLITION PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

PLAN NOTES:

1 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING CMU SEAT WALLS, CONCRETE / BRICK COLUMNS, LANDSCAPE PLANTERS, ETC...

2 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING TREES INCLUDING TREE CRITICAL ROOT ZONES. REFER TO LANDSCAPE PLANS FOR TREE PROTECTION REQUIREMENTS.

3 CONTRACTOR SHALL NOTE LOCATION OF KNOWN FIBER OPTIC UTILITY CONDUITS AND/OR DUCT BANK LOCATED ALONG THE PARKS WESTERN PERIMETER FENCING.

4 EXISTING PARK UTILITIES COMPRISED OF WATER SERVICE PIPING, STORM DRAINAGE AND SANITARY SEWER INFRASTRUCTURE. (BY RECORDS)

5 OWNER WILL REMOVE EXISTING LIGHT POLE FIXTURES PRIOR TO DEMOLITION WORK AS SHOWN ON SHEET G-101.

6 EXISTING RESTROOM BUILDING TO REMAIN

7 EXISTING MARINE STRUCTURES INSTALLED BY OTHERS.

8 COORDINATE WITH OWNER - LOCATION OF TEMPORARY SECURITY FENCING

9 EXISTING LIGHT POLE AND FOUNDATION (SEE SHEET ED101 FOR INFORMATION)

10 EXISTING PAVEMENT TO REMAIN

11 EXISTING GUARDRAIL / HAND-RAILING TO REMAIN

DEMOLITION NOTES:

D1 PARTIAL DEMOLITION OF CMU SEAT WALL FOR STEP INSTALLATION, TYP, SEE (A1 D-501)

D2 SAWCUT FULL DEPTH CONCRETE PAVEMENT, TYP

D3 REMOVE EXISTING LIGHT POLE FOUNDATION, TYP POLE SHALL BE SALVAGED, SEE ED101

D4 SAWCUT STAMPED CONC ALONG EXIST BONDING COURSE EDGE.

D5 REMOVE EXISTING TREE, SEE LD101

D6 CLEAR EXISTING GROUND COVER WITHOUT EXCAVATION. REFER TO LANDSCAPE PLANS.

D7 UTILITY LINES TO BE REMOVED AS REQUIRED FOR WHARF CONSTRUCTION. SEE PLAN NOTE 5.

D8 REMOVE CONCRETE FOUNDATIONS

D9 REMOVE AND DISPOSE OF EXISTING FLAGPOLES IN ACCORDANCE WITH PROJECT REQUIREMENTS

D10 PARTIAL DEMOLITION OF PLANTER WALL

D11 REMOVE GATE AND FENCE WITHOUT DEMOLISHING EXISTING GUARDRAIL

2 ADDENDUM 2: 08/20/25

1 ADDENDUM 1: 08/15/25

30'-0" (30' 0 30' 60')
SCALE: 1"=30'

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE ALABAMA

Mark	Description	Date	By
	ISSUED FOR CONSTRUCTION	9/16/25	BM
	ADDENDUM 2	8/20/25	BM
	ADDENDUM 1	8/15/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

DEMOLITION PLAN

Designed by: EG | Drawn by: AB | Reviewed by: BM | Submitted by: SAMIPAM NUVVURI
Date: 08/18/2025 | MBA Project No.: 10961-04 | Drawing code: - | Drawing Scale: 1" = 40' | File scale: 11 X 17 SHEET

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CERT. OF AUTH. #: EOA0676

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STATE OF ALABAMA
BROOKE ERIN MORRIS
REGISTERED LANDSCAPE ARCHITECT
9/16/2025
NUMBER 951
SEAL

Sheet Reference No.
D-101
INDEX: 10 OF 59

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PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 120,219.68

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 120,219.68

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.1	1001	Additional Sod, Irrigation and Clearing (1,073 SY)	Lump Sum	1	$ 19,309.00	$ 19,309.00
	1002	Replace Granite with Concrete Paving at Restroom (165 SY)	Square Yards	165	$ 179.67	$ 29,645.55
	1003	Remove Granite Pavers (165 SY)	Square Yards	165	$ 7.62	$ 1,257.30
	1004	Repair Paver Section around Water Box at Seawall (12 SY)	Square Yards	12	$ 67.00	$ 804.00
	1005	Additional Concrete Paving at Amphitheater (192 SY)	Square Yards	192	$ 179.67	$ 34,496.64
	1006	Sawcut and Remove Concrete Paving (192 SY)	Square Yards	192	$ 20.90	$ 4,012.80
	1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	Lump Sum	1	$ 14,140.00	$ 14,140.00
	1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	Square Yards	17	$ 179.67	$ 3,054.39
	1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	Linear Feet	30	$ 450.00	$ 13,500.00
					Change Order No.1 total:	**$ 120,219.68**
					Contract Amount after Change Order:	**$ 2,879,719.68**

MOBILE
ALABAMA

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: TWO (2)

PROJECT NO: PR-029-22 **DATE:** March 24, 2026

TO CONTRACTOR: PL Russell, LLC. **CONTRACT DATE:** November 24, 2025

ADDRESS: 251 Saint Anthony St., Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to $2,944,058.30.
2. Complete the scope as referenced in the attachments.
3. Extend contract Substantial Completion date to June 22, 2026 (210 calendar days).

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$120,219.68
Contract Sum prior to Change Order No.2	$2,879,719.68
Contract Sum will be INCREASED by Change Order No.2 in the amount of	$64,338.62
New Contract Sum including this Change Order will be	$2,944,058.30
Contract Substantial Completion date prior to Change Order No.2	May 22, 2026
Contract Substantial Completion date will EXTEND to	June 22, 2026

As of this Change Order No.2, the Contract Sum is $2,944,058.30, and the Substantial Completion date is June 22, 2026.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

3/31/2026

Date

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk / ASSISTANT

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	TWO (2)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number two (2) to contract with PL Russell, LLC., dated March 24, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

April 22, 2026

Subject: Change Order No. 2 – Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades)

Dear Councilmembers,

Attached for your review is **Change Order No. 2** to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the **Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades)**, COM Project No. PR-029-22.

This Change Order includes park enhancements and product substitutions requested by key stakeholders, incorporates items encountered during project execution, and extends the contract's **Substantial Completion date to June 22, 2026**.

The total net increase to the contract amount is **$64,338.62**, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.gov or Jake Clements at (251) 208-1138 or via email at jake.clements@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	03/26/2026
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 2 – Justification Memo
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (light poles, convenience receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, some existing devices that were previously outside the park package scope of work or new devices requested, now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

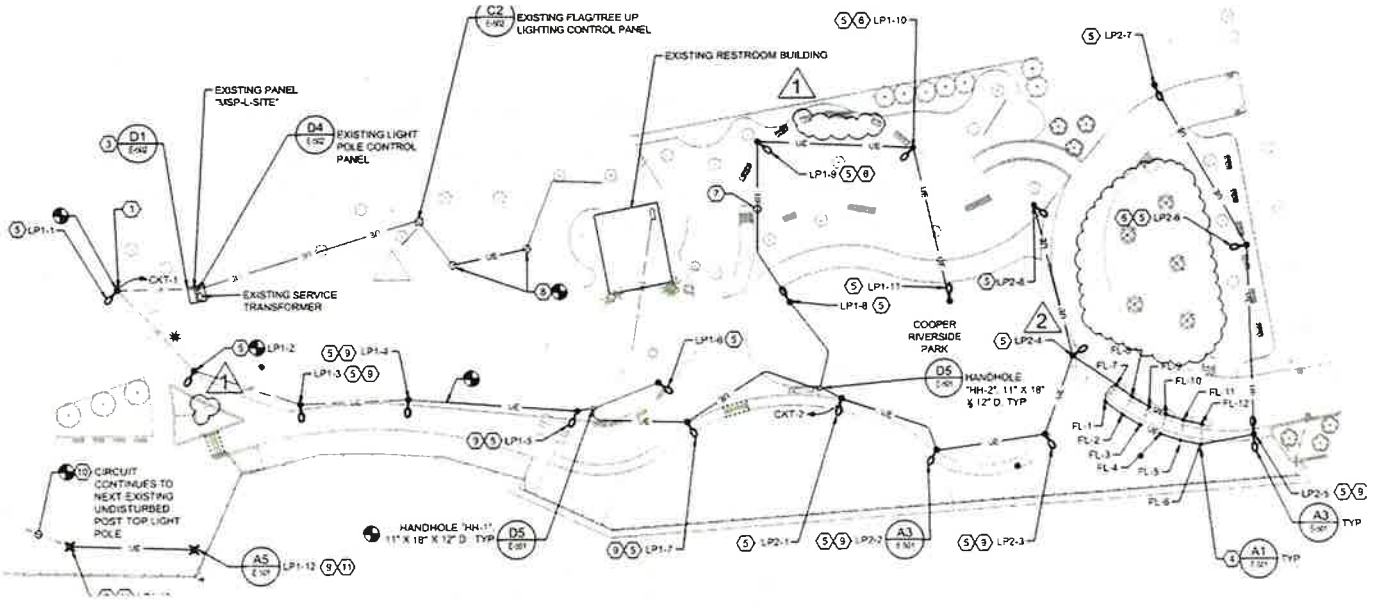


Figure 1: Plan - As bid scope of park upgrades

The latest approved change order also includes additional stakeholder-requested hardscape, accessibility, drainage, and furnishing revisions, as well as deductive removal of the flag poles and associated

foundations from this package so those flags can instead be incorporated into the future roundabout project in front of the park, where they will have improved visibility and aesthetics.

1010 – Out-of-scope convenience receptacle replacement/relocation

This device was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the essential repairs to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.



Figure 2: Item 1010 Plan

1011 – Restoration of device impacted by bulkhead/SCC construction

Similar to Item 1010, this device was originally planned to remain in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. The electrical contractor discovered conduit and wire damage prior to mobilization, most likely happening during execution of the separate bulkhead/SCC work. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

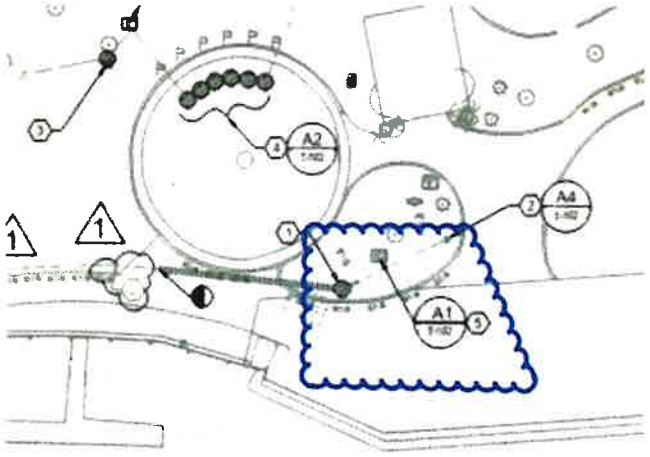


Figure 3: Item 1011 Plan

1012 – Additional scope to provide new amphitheater convenience receptacle pedestal

In the original bid documents this device was not included in the Great Lawn Upgrades bid package. Moffatt & Nichol was not made aware by the stakeholders during the design period about the desire for this device, therefore the exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the essential repairs to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

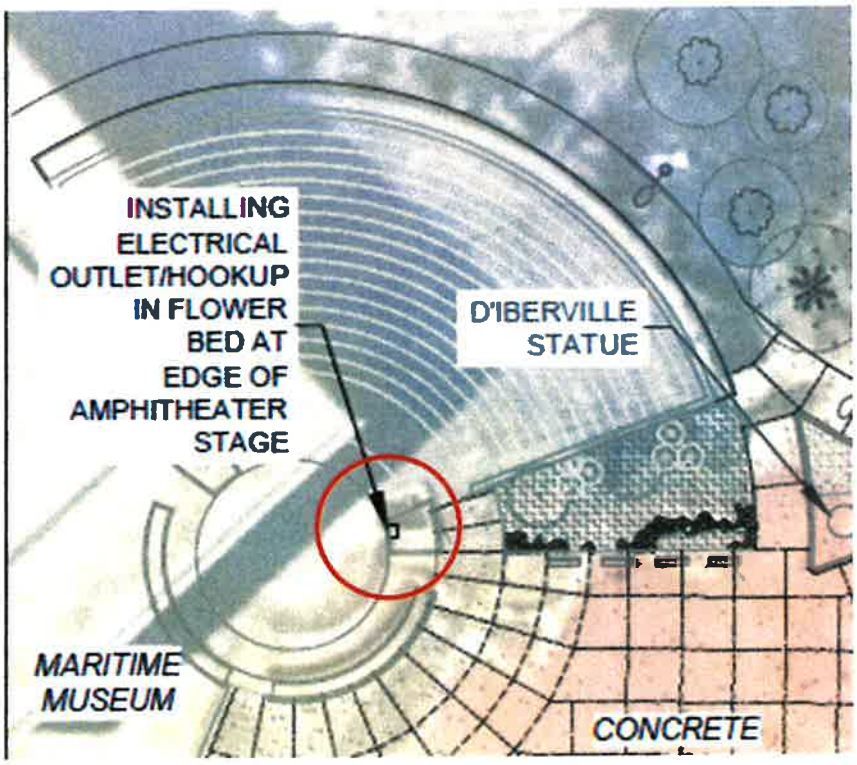


Figure 4: Item 1012 Plan

1013 – Restoration of comm materials impacted by bulkhead/SCC construction

This run of conduit was originally planned to remain in place (reuse/repurpose existing site CCTV) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, communications conduit had to be removed for a LP-1-5 foundation demolition. This change is to reconnect the existing comm conduit runs to the new light pole foundations required for a fully operationally CCTV system.

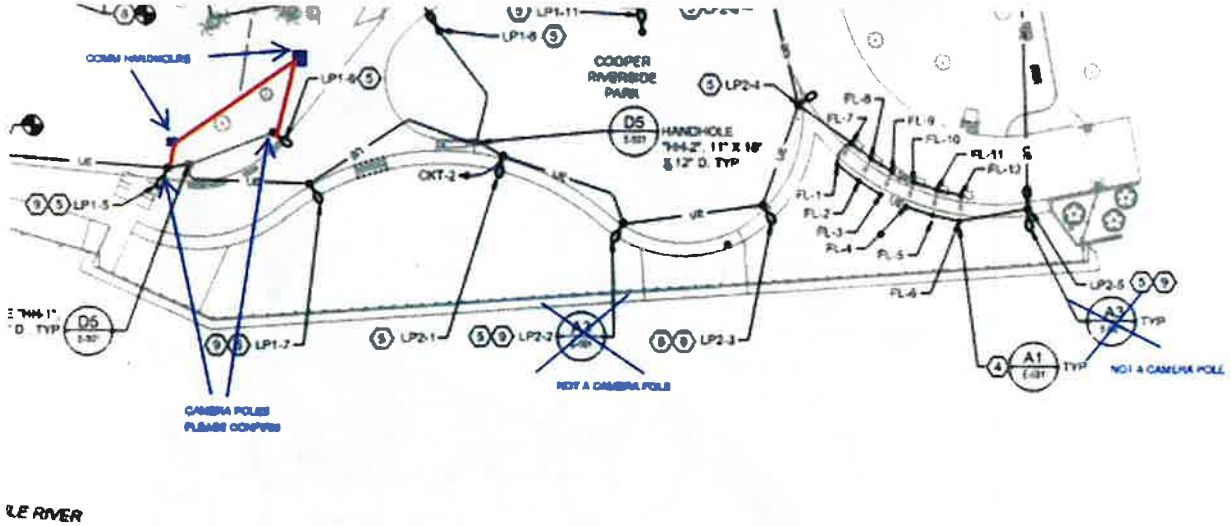
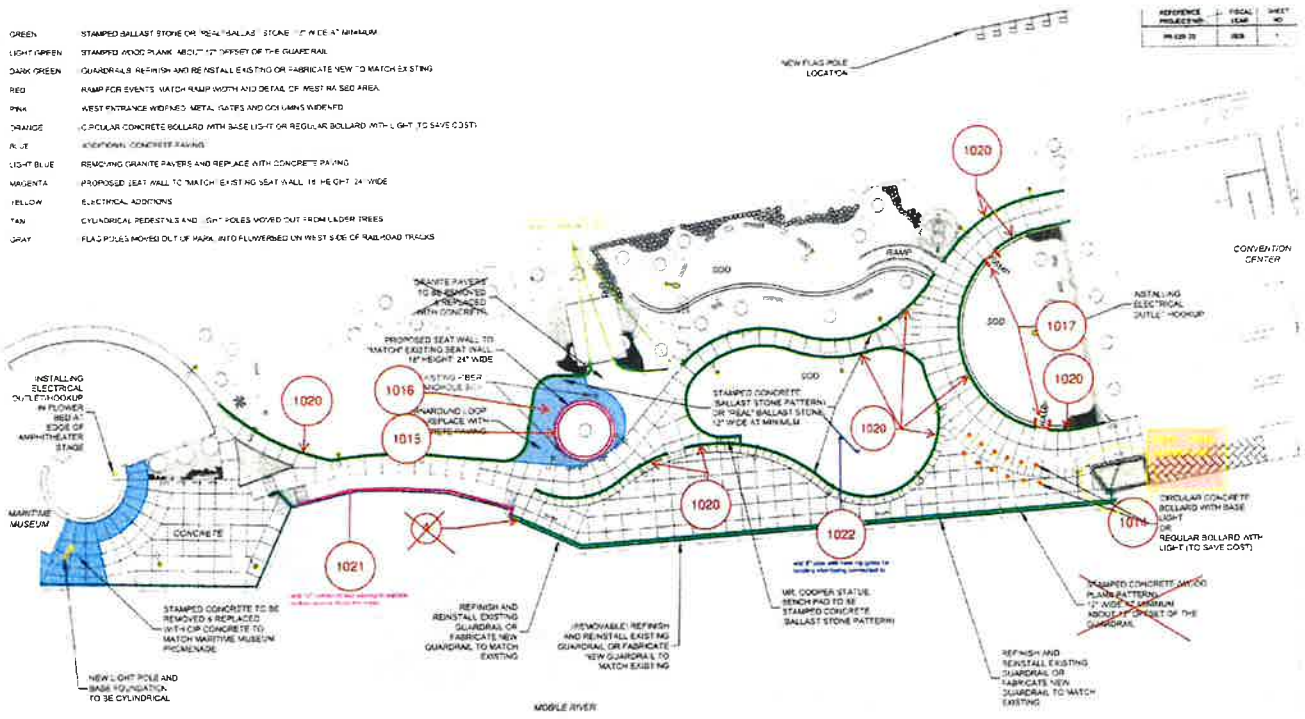


Figure 5: Item 1013 Plan

Additional stakeholder-requested park upgrades included in the approved Change Order No. 2 are summarized below. These items refine the final park layout, improve functionality and finish continuity, and address related restoration/drainage needs while the contractor remains mobilized and access is

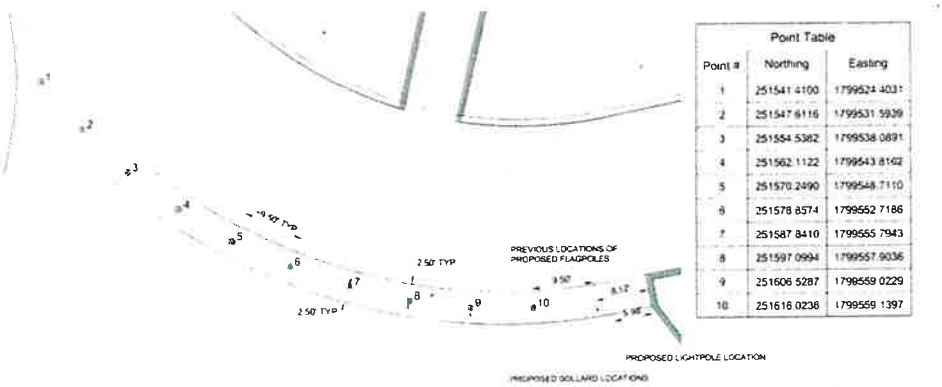


available.

Figure 6: Stakeholder-requested changes associated with Pay Items 1014-1023 and related deduct items in the approved Change Order No. 2 markup.

1014 – Furnish and install surface-mount bollards

This item reflects a stakeholder-requested revision to the originally proposed site furnishing and edge-control approach. During design and bidding, the City directed the team to focus limited available funding on the highest-priority work necessary to reopen the park following the bulkhead program, so these features were not included in the original Great Lawn Upgrades bid package.



Point Table

Point #	Northing	Easting
1	251541.4100	1799524.4031
2	251547.6116	1799531.5939
3	251554.5362	1799538.0891
4	251562.1122	1799543.8162
5	251570.2490	1799548.7110
6	251578.8574	1799552.7186
7	251587.8410	1799555.7943
8	251597.0994	1799557.9036
9	251606.5287	1799559.0229
10	251616.0238	1799559.1397

Figure 7: Proposed Bollard Layout and Previous Flagpole Locations

As the project advanced, stakeholders requested that the flagpoles be relocated to this area in lieu of installing the originally contemplated bollards in order to better highlight the park entrance, improve visibility and aesthetics, and serve a dual purpose as both a visual feature and a deterrent to vehicle access. This revision also helps protect the bulkhead tie-back zone, which is limited to a live load of 200 psf, by discouraging vehicular loading in that area while better aligning the completed park with the stakeholder vision for the waterfront.

1015 – Circular seat wall at oak tree

This circular or elliptical seat wall is a stakeholder-requested architectural/site feature intended to create a finished focal point around the existing oak tree and better organize this portion of the park. The feature was not part of the original bid documents because earlier scope decisions were driven by budget constraints and the need to prioritize essential restoration work. Adding the seat wall now improves usability, aesthetics, and continuity with the upgraded park character.

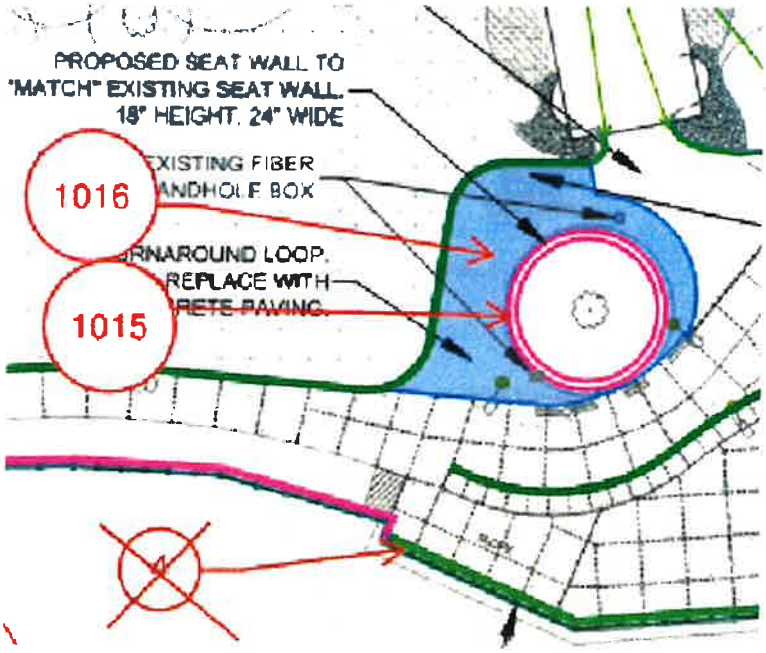


Figure 8: Proposed Circular Seat Wall at Existing Oak Tree and adjacent Pavement

1016 – Additional concrete paving at circular seat wall

This paving is directly associated with Item 1015 and is required to implement the circular seat wall in a complete and constructible manner. It provides the necessary tie-in paving, circulation area, and finished surface around the new feature so the area functions as an integrated part of the revised park layout rather than as an isolated add-on.

1017 – West and east ramp and cheek walls including demolition

These access revisions are stakeholder requested and improve pedestrian/event functionality while better matching the adjacent raised-area layout and final park geometry. This scope was not included in the original bid package and requires associated demolition and cheek wall work to properly revise the approach conditions and provide a complete, coordinated finished result.

1019 – Stamped concrete at Cooper bench

This item reflects a stakeholder-requested aesthetic enhancement at the Cooper bench area. Rather than leaving a plain pad treatment, the stamped concrete provides a more intentional feature surface consistent with the upgraded waterfront character and the other finish refinements being incorporated into the park.

1019 – Belgard tumbled concrete pavers

This hardscape revision is also stakeholder requested and adds a more deliberate paving treatment in select areas to better complement the revised layout and final appearance of the park. The work was not part of the original base scope and is being added now as part of the broader stakeholder-directed finish refinements.

1020 – Additional topping coating to replace broken pavers

This item became necessary during removal of the existing pavers, as the adjacent concrete was damaged in the process. The concrete in this area is older pavement dating back to the original tunnel construction, and its age and condition made it more susceptible to breaking during demolition of the adjoining paver surfaces. This work restores the damaged paving and provides a cleaner, more uniform finished condition in areas affected by field adjustments and final layout refinements.

1021 – Install 8-inch HDPE pipe and 2-foot by 2-foot inlet grate

This item became necessary to restore drainage infrastructure that was damaged during the bulkhead construction and is now beyond practical repair. The damage occurred in connection with construction activities and repeated movement of fill materials associated with the bulkhead work, including material that was relocated multiple times during the 2025 storm events and, at times, moved out of the park area at the direction of the Mayor Simpson. As a result, the original drainage function in this area was compromised. The installation of the new 8-inch HDPE pipe and 2-foot by 2-foot inlet grate is required to reestablish positive drainage, collect runoff in a controlled manner, and properly tie the area back into the existing drainage system so the revised paving and restoration improvements can function as intended.

1022 – Pressure wash amphitheater

This item is a City/M&N directed restoration/cleanup measure intended to bring the amphitheater area to a clean, consistent condition relative to the adjacent completed improvements. Performing the work as part of this change order is reasonable because the contractor is already mobilized and the effort is directly related to the overall finish and presentation of the improved park.

1023 – Jointing at topping slab (backer and bond-breaker tape)

This item became necessary after removal of the existing pavers exposed a previously concealed separation in the underlying pavement/topping slab area. This pavement is supported by a cantilevered structural platform that was constructed over the tunnel during the original tunnel work to connect the park and museum buildings. The exposed separation appears to be the result of long-term movement and deterioration of the original expansion joint/crack treatment, which could not be observed while the pavers were in place. Providing proper jointing materials, including backer rod and bond-breaker tape, is necessary to accommodate movement at this interface, improve constructability of the repair, and provide a more durable finished installation. This treatment will help reduce the potential for premature cracking, reflective distress, and sealant failure in the restored topping slab area.

Deduct item – Remove from scope: installation of flag poles

This deductive change was stakeholder suggested and reflects the decision to remove the flag poles from the current park package. Stakeholders determined the flags will be better suited to the future roundabout project in front of the park, where they will have improved visibility and a more appropriate civic/aesthetic presence.

Deduct item – Remove from scope: concrete flagpole foundations

This deductive item is directly tied to the removal of the flag poles from the current package. Because the flag installation is being deferred to the future roundabout project, the associated foundations, reinforcement, and aggregate sub-base are no longer required as part of this Great Lawn Upgrades change order work.

Contract Time Adjustment – Additional 30 Calendar Days

An additional 30 calendar days is justified to accommodate the added and revised work associated with this change order, including stakeholder-requested scope revisions, field-driven restoration items, and coordination of the final park layout. The added work affects multiple activities that must be sequenced with the ongoing construction operations, including procurement, layout verification, demolition/restoration tie-ins, drainage improvements, joint treatment, and installation of revised site features. Several of these items also resulted from conditions uncovered during demolition or from refinements made after stakeholder review, which could not be fully incorporated into the original contract duration. Accordingly, the total contract duration is recommended to be revised from the original 180 calendar days to 210 calendar days. This additional time will provide a reasonable period for the Contractor to complete the extra work in an orderly manner without compromising quality and will allow the revised improvements to be properly incorporated into the finished project.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?

   Yes. The approved change order includes a combination of stakeholder-requested scope refinements, finish enhancements, access revisions, and supporting drainage/restoration items that were not part of the original bid package due to earlier budget and funding constraints. It also includes deductive scope revisions reflecting the later stakeholder decision to remove the flag poles and associated foundations from this package and shift that improvement to the future roundabout project in front of the park.

2. Does the change order reflect a new or previously unanticipated scope?

   Yes. The change order incorporates additional site furnishing, hardscape, seating, accessibility, drainage, cleaning, and detailing work beyond the original Great Lawn Upgrades bid scope, along with deductive removal of the flag pole work. These refinements were not fully defined or directed during the original design/bid phase and were confirmed as stakeholder preferences as construction and coordination progressed.

3. Is the proposed cost reasonable?

   Yes. The proposed cost is reasonable and is based on similar bid pricing from the original bid package. The pricing is consistent with the nature of the added and revised work, including labor, equipment, materials, demolition/disposal, drainage work, and restoration needed to complete the approved revisions in a constructible manner while the contractor remains mobilized and site access is available. The deductive items also appropriately credit work that will no longer be performed under the current package.

4. Does the work fall under contingency coverage?

   No. These items represent added stakeholder-directed scope and related supporting work beyond the original bid package limits, along with deductive realignment of the flag pole scope to a future project. This change order is not intended to be covered under the original contingency.

5. Recommendation

   Moffatt & Nichol recommends approval of Change Order No. 2, as revised and approved, in the net lump sum amount of $64,338.62 to incorporate the added Pay Items 1010 through 1023 described above, less the deductive removal of the flag poles and associated foundations from the current package. Moffatt & Nichol also recommends revising the total contract duration from the original 180 calendar days to 210 calendar days to accommodate the added and revised work. The approved change order is reasonable, clearly itemized, and necessary to achieve complete, coordinated finished conditions, implement the stakeholders requested revisions, and realign the flag installation to the future roundabout project where it will provide better visibility and aesthetics.

CHANGE ORDER 2

Prepared By PL Russell

CHANGE ORDER NO.: 2

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued:

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER. REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES AND COVERS LOAD CENTER AND RECEPTACLE BOXES TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE WE MOBILIZED ON SITE. FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26 INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION. ADD CONDUIT FOR CABLING TO BE INSTALLED TO CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY OTHERS. FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS CIRCUIT #2 TO BE USED. CIRCULAR SEAT WALL AT OAK TREE. ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL. WEST RAMP AND CHEEK WALLS INCLUDING DEMO. STAMPED CONCRETE AT COOPER BENCH. BELGARD TUMBLED CONCRETE PAVERS. ADDITIONAL TOPPING COATING TO REPLACE BROKEN PAVERS. INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE. REMOVE FROM SCOPE - INSTALLATION OF FLAG POLES. PRESSURE WASH AMPHITHEATER. REMOVE FROM SCOPE - CONCRETE FLAG POLE FOUNDATIONS, INCLUDES REINFORCEMENT AND AGGREGATE SUB-BASE SHOWN ON PLANS AND DETAILS.

Attachments:

Location Figures

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase]** from previously approved Change Orders No.1 to No. 2: Substantial Completion: 30 Ready for final payment:
Contract Price prior to this Change Order: $ $2,879,719.68	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ $64,338.62	**[Increase]** this Change Order: Substantial Completion: 30 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,944,058.30	Contract Times with all approved Change Orders: Substantial Completion: 210 Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:	D. Saintevan	[signature]
Title:	Project Manager	City of mobile Project Manager
Date:	03/24/2026	03/24/2026

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

March 19, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment - Cooper Riverside Project - Change Order 2

Mr. Duvvuri,

PL Russell is submitting Change Order 2 addressing the additional work outlined below. Attached is are figures indicating the item locations.

Pay Item	Description	Quantity	Unit	Unit Price	Price
1010	REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER NO DETAILS/ENGINEERING PROVIDED BY THE DESIGN TEAM	1	LS	$15,326.00	$15,326.00
1011	REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES AND COVERS LOAD CENTER AND RECEPTACLE BOXES TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE WE MOBILIZED ON SITE NO DETAILS/ENGINEERING FROM THE DESIGN TEAM PROVIDED	1	LS	$5,091.00	$5,091.00
1012	FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION NO DETAILS/ENGINEERING GIVEN BY THE DESIGN TEAM	1	LS	$3,959.00	$3,959.00
1013	ADD CONDUIT FOR CABLING TO BE INSTALLED TO CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY OTHERS	1	LS	$1,063.00	$1,063.00
1014	FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR AREA AFTER EXCAVATION	1	LS	$45,280.00	$45,280.00
1015	CIRCULAR SEAT WALL AT OAK TREE	1	LS	$64,782.00	$64,782.00
1016	ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL	171	SY	$179.67	$30,723.57

PL RUSSELL

1017	WEST & EAST RAMP AND CHEEK WALLS INCLUDING DEMO	2	LS	$10,183.00	$20,366.00
1019	STAMPED CONCRETE AT COOPER BENCH	180	SF	$29.31	$5,275.80
1019	BELGARD TUMBLED CONCRETE PAVERS	1080	SF	$17.95	$19,386.00
1020	ADDITIONAL TOPPING COATING TO REPLACE BROKEN PAVERS	260	SF	$18.25	$4,745.00
1021	INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE	1	LS	$3,500.00	$3,500.00
1022	PRESSURE WASH AMPHITHEATER	1	LS	$2,152.50	$2,152.50
1023	JOINTING AT TOPPING SLAB (SIKA BACKER/POLYETHYLENE BOND BREAKER TAPE	1	LS	$688.75	$688.75
	REMOVE FROM SCOPE - INSTALLATION OF FLAG POLES	1	LS	$(142,000.00)	$(142,000.00)
	REMOVE FROM SCOPE - CONCRETE FLAGPOLE FOUNDATIONS, INCLUDES REINFORCEMENT AND AGGREGATE SUB-BASE SHOWN ON PLANS AND DETAILS.	1	LS	$(16,000.00)	$(16,000.00)
				Total	**$64,338.62**

If you have any questions, do not hesitate to contact me.

Sincerely,

Jason Prescott

+ 251-385-6091

info@plrussell.com
www.plrussell.com

251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
PR-029-22	2026	1

GREEN - STAMPED BALLAST STONE OR "REAL" BALLAST STONE, 12" WIDE AT MINIMUM

LIGHT GREEN - STAMPED WOOD PLANK, ABOUT 12" OFFSET OF THE GUARDRAIL

DARK GREEN - GUARDRAILS, REFINISH AND REINSTALL EXISTING OR FABRICATE NEW TO MATCH EXISTING

RED - RAMP FOR EVENTS, MATCH RAMP WIDTH AND DETAIL OF WEST RAISED AREA

PINK - WEST ENTRANCE WIDENED, METAL GATES AND COLUMNS WIDENED

ORANGE - CIRCULAR CONCRETE BOLLARD WITH BASE LIGHT OR REGULAR BOLLARD WITH LIGHT (TO SAVE COST)

BLUE - ADDITIONAL CONCRETE PAVING

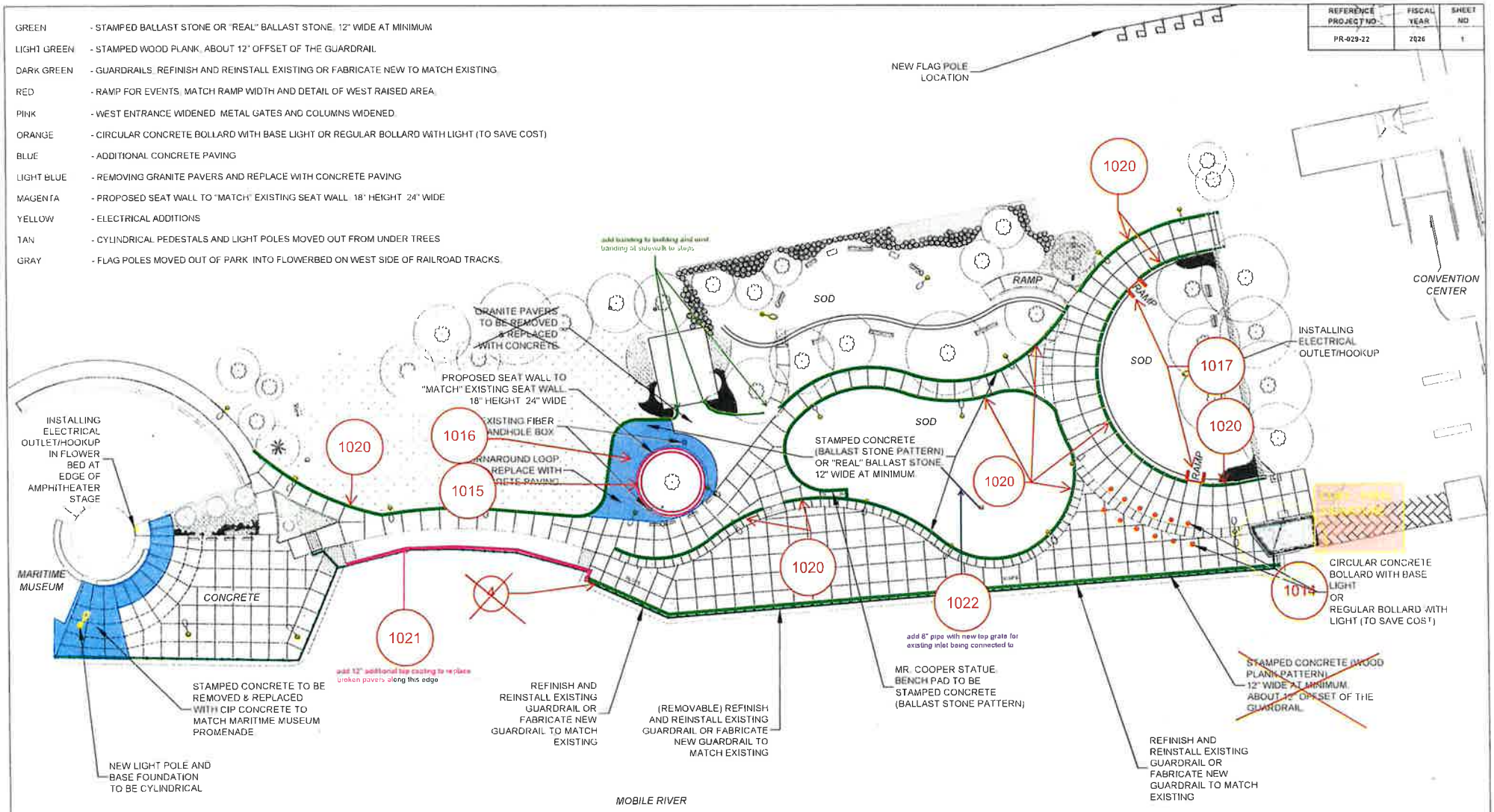
LIGHT BLUE - REMOVING GRANITE PAVERS AND REPLACE WITH CONCRETE PAVING

MAGENTA - PROPOSED SEAT WALL TO "MATCH" EXISTING SEAT WALL, 18" HEIGHT, 24" WIDE

YELLOW - ELECTRICAL ADDITIONS

TAN - CYLINDRICAL PEDESTALS AND LIGHT POLES MOVED OUT FROM UNDER TREES

GRAY - FLAG POLES MOVED OUT OF PARK, INTO FLOWERBED ON WEST SIDE OF RAILROAD TRACKS

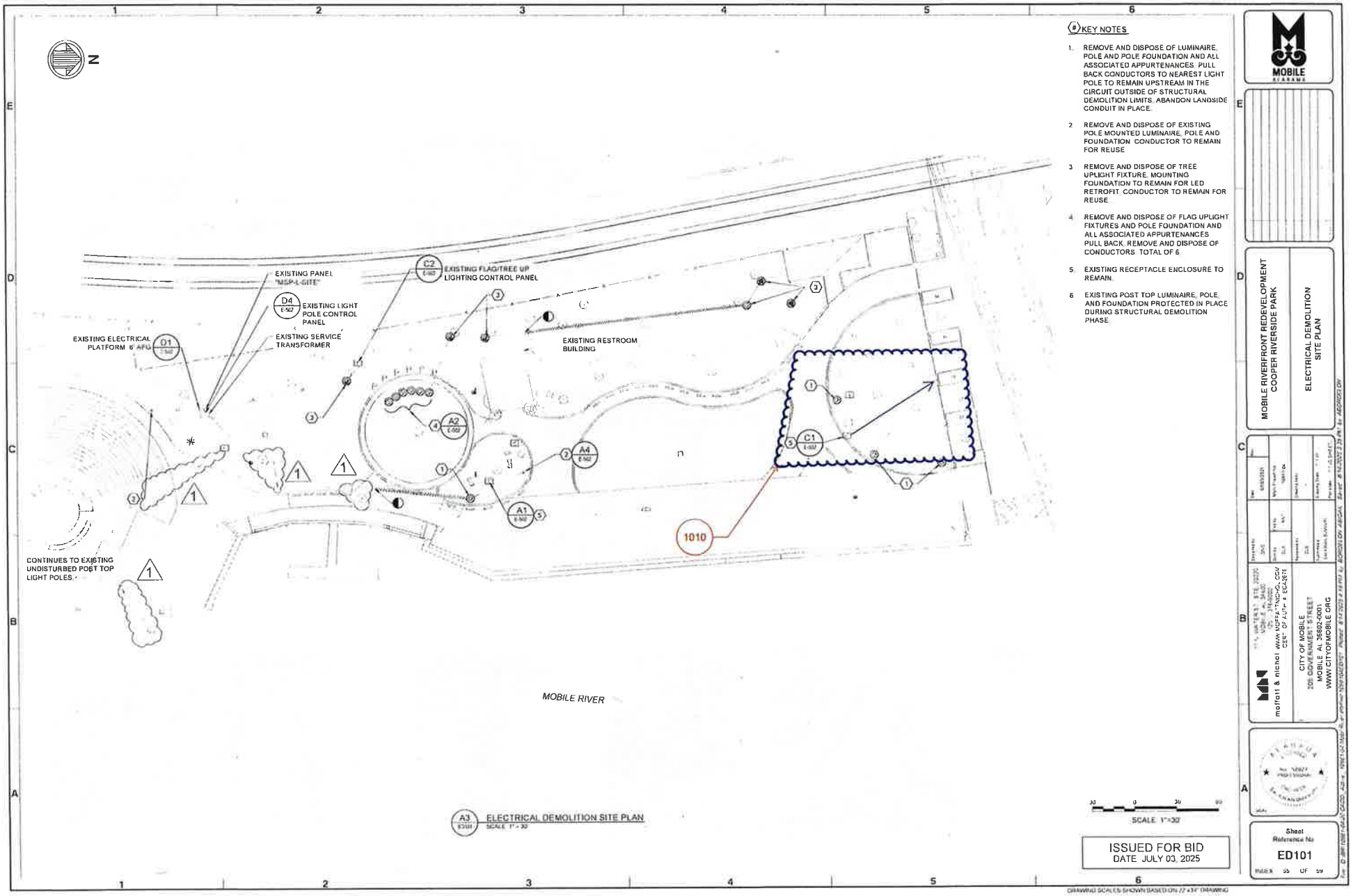


COOPER RIVERSIDE PARK - CO#2 (FIG ATTACHMENT A)

PROJECT MANAGER: JAKE CLEMENTS	01-27-2026 REV 02-13-2026	CITY OF MOBILE	SHEET TITLE: SITE PLAN REVISED	ROUTE: PROJECT

1010

REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER NO DETAILS/ENGINEERING PROVIDED BY THE DESIGN TEAM


N
EXISTING PANEL
"MSP-L-SITE"
D4
E-502
EXISTING LIGHT POLE CONTROL PANEL
EXISTING SERVICE TRANSFORMER
EXISTING ELECTRICAL PLATFORM 6' AFG
D1
C2
E-502
EXISTING FLAG/TREE UP LIGHTING CONTROL PANEL
EXISTING RESTROOM BUILDING
A2
E-502
A4
E-502
A1
E-502
C1
E-502
1010
CONTINUES TO EXISTING UNDISTURBED POST TOP LIGHT POLES
MOBILE RIVER
KEY NOTES
1. REMOVE AND DISPOSE OF LUMINAIRE, POLE AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK CONDUCTORS TO NEAREST LIGHT POLE TO REMAIN UPSTREAM IN THE CIRCUIT OUTSIDE OF STRUCTURAL DEMOLITION LIMITS. ABANDON LANDSIDE CONDUIT IN PLACE.
2 REMOVE AND DISPOSE OF EXISTING POLE MOUNTED LUMINAIRE, POLE AND FOUNDATION. CONDUCTOR TO REMAIN FOR REUSE
3 REMOVE AND DISPOSE OF TREE UPLIGHT FIXTURE, MOUNTING FOUNDATION TO REMAIN FOR LED RETROFIT. CONDUCTOR TO REMAIN FOR REUSE.
4 REMOVE AND DISPOSE OF FLAG UPLIGHT FIXTURES AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK, REMOVE AND DISPOSE OF CONDUCTORS. TOTAL OF 6.
5. EXISTING RECEPTACLE ENCLOSURE TO REMAIN.
6 EXISTING POST TOP LUMINAIRE, POLE, AND FOUNDATION PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE.
A3
E501
ELECTRICAL DEMOLITION SITE PLAN
SCALE: 1" = 30'
30 0 30 60
SCALE: 1"=30'
ISSUED FOR BID
DATE JULY 03, 2025
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING
MOBILE
ALABAMA
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
ELECTRICAL DEMOLITION
SITE PLAN
moffatt & nichol
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE AL 36602-0001
WWW.CITYOFMOBILE.ORG
Sheet
Reference No
ED101
SHEET 55 OF 59



D1 EXIST ELECTRICAL PLATFORM
SCALE NTS



D2 EXIST SITE PANELBOARD "MSP-L-SITE"
SCALE NTS



D3 PANELBOARD "MSP-L-SITE"
SCALE NTS



D4 SITE POLE LIGHTING ENCLOSURE
SCALE NTS



D5 LIGHTING CONTACTORS
SCALE NTS



C1 EXIST RECEPTACLE ENCLOSURE
SCALE NTS



C2 LIGHTING CONTROL PANEL
SCALE NTS



C3 LIGHTING TIMER
SCALE NTS



C4 LIGHTING CONTACTORS
SCALE NTS



A1 EXISITNG RECEPTACLE ENCLOSURE
SCALE NTS



A2 EXISTING GROUND LEVEL FLAG POLE FLOOD LIGHTS
SCALE NTS



A4 EXISTING LIGHT POLE - SINGLE FIXTURE
SCALE NTS

LEGEND

DEMO

ISSUED FOR BID
DATE JULY 03, 2025

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

moffatt & nichol
11 N. WATER ST., STE 2020
MOBILE, AL 36602
(251) 376-5000
WWW.MOFFATTNICHOL.COM
CERT OF AUTH # ECA2616

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA
No. 52827
PROFESSIONAL
ENGINEER

Sheet Reference No.
E-502

DRAWING SCALES SHOWN BASED ON 22" x 34" DRAWING

1011

REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE

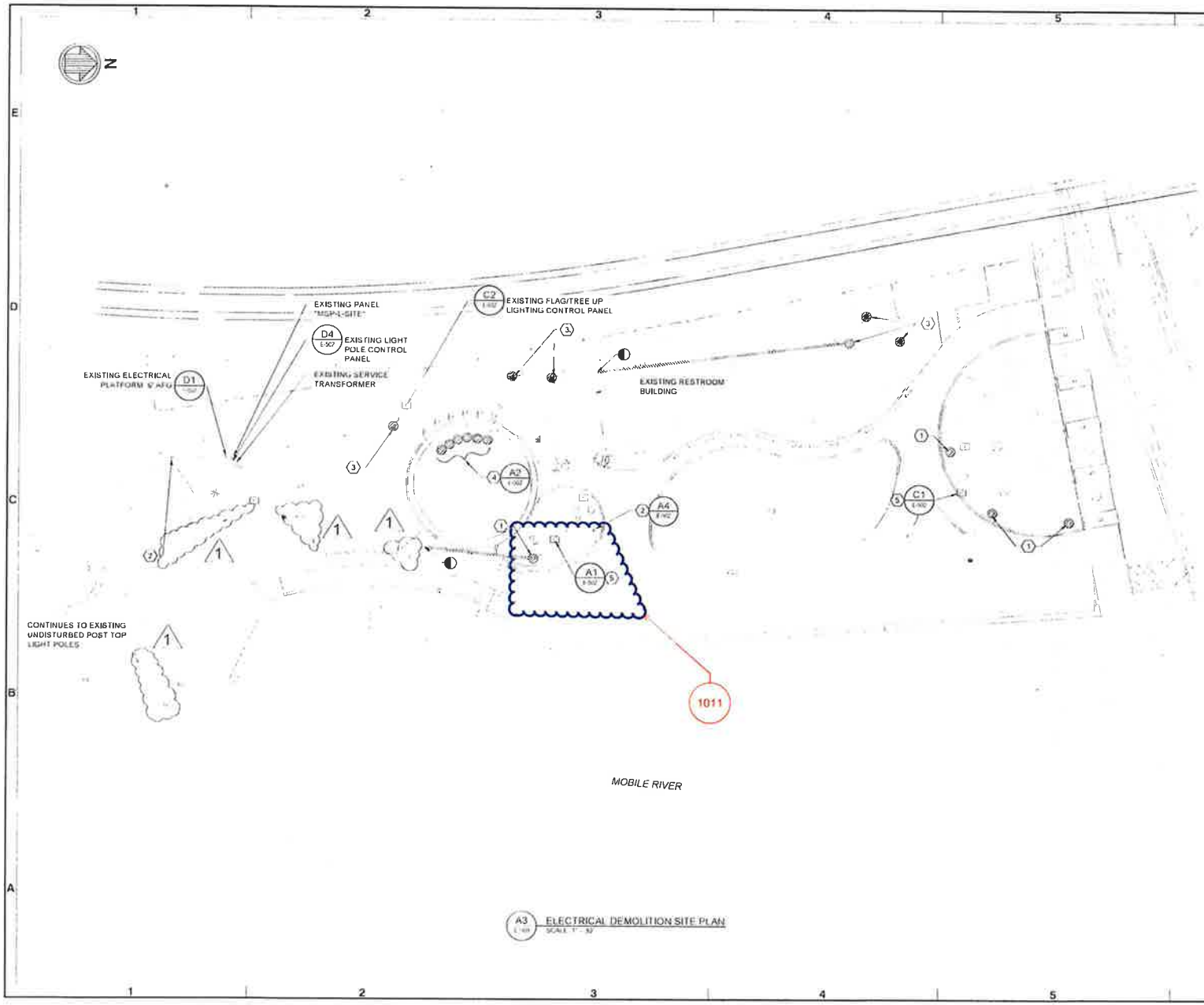
PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES

AND COVERS LOAD CENTER AND RECEPTACLE BOXES

TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE

WE MOBILIZED ON SITE NO DETAILS/ENGINEERING

FROM THE DESIGN TEAM PROVIDED



KEY NOTES

1. REMOVE AND DISPOSE OF LUMINAIRE, POLE AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK CONDUCTORS TO NEAREST LIGHT POLE TO REMAIN UPSTREAM IN THE CIRCUIT OUTSIDE OF STRUCTURAL DEMOLITION LIMITS. ABANDON LANDSIDE CONDUIT IN PLACE.
2. REMOVE AND DISPOSE OF EXISTING POLE MOUNTED LUMINAIRE, POLE AND FOUNDATION. CONDUCTOR TO REMAIN FOR REUSE.
3. REMOVE AND DISPOSE OF TREE UPLIGHT FIXTURE. MOUNTING FOUNDATION TO REMAIN FOR LED RETROFIT. CONDUCTOR TO REMAIN FOR REUSE.
4. REMOVE AND DISPOSE OF FLAG UPLIGHT FIXTURES AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK. REMOVE AND DISPOSE OF CONDUCTORS. TOTAL OF 6.
5. EXISTING RECEPTACLE ENCLOSURE TO REMAIN.
6. EXISTING POST TOP LUMINAIRE, POLE AND FOUNDATION PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE.

SCALE 1"=30'

ISSUED FOR BID
DATE JULY 03 2025

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DEMOLITION SITE PLAN

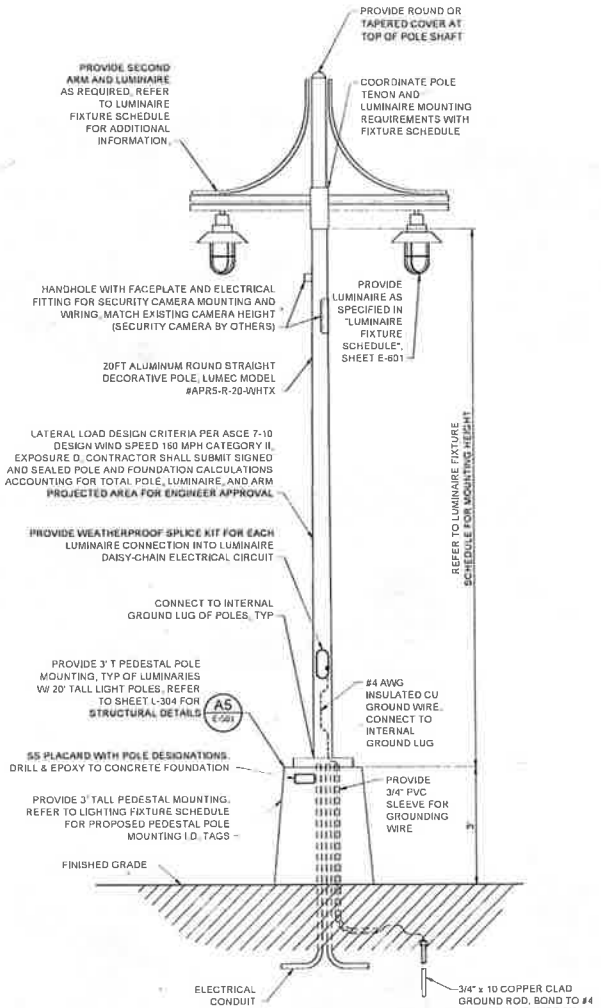
moffatt & nichol
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER

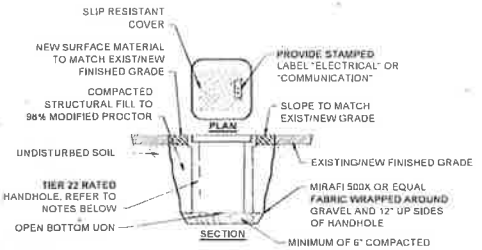
Sheet Reference No.
ED101



A1 E-101 FLAGPOLE LIGHTING DETAIL
SCALE: NTS

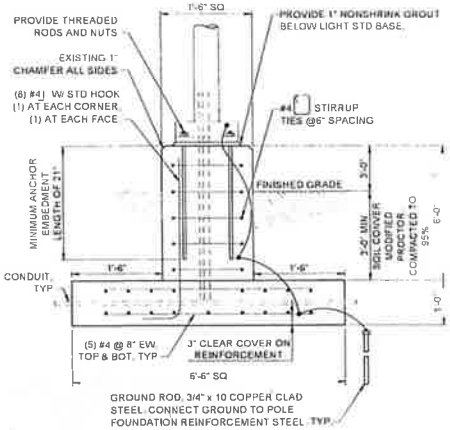


A3 E-101 DETAIL - LIGHT POLE/FIXTURE REPLACEMENT
SCALE: NTS



NOTES:
1. COVER SHALL BE FURNISHED WITH RECESSED BOLTS, OPENING DEVICES AND SAFETY SUPPORT ARMS
2. OVERLAP GEOTEXTILE FABRIC (MIRAFI 500 OR EQUAL) 1'-0" UNDER STRUCTURE.
3. ALL WIRING SPLICING SHALL BE WATERPROOF SPLICING AND CONDUITS SEALED.
4. PROVIDE CONDUIT TAGS WITH CABLE SCHEDULE NUMBER ON EACH CONDUIT AND WIRE ENTERING AND LEAVING HANDHOLE.

D5 E-501 DETAIL - HANDHOLE
SCALE: NTS



NOTES:
1. COORDINATE WITH POLE MANUFACTURER FOR ANCHOR BOLT DIAMETER AND PATTERN.
2. ANCHOR BOLTS SHALL CONFORM TO ASTM 1554 GR 36

A5 E-501 DETAIL AT LIGHTPOLE BASE
SCALE: NTS

ISSUED FOR BID
DATE JULY 03, 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (1 OF 2)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

Sheet Reference No
E-501



D1 EXIST ELECTRICAL PLATFORM
SCALE NTS



D2 EXIST SITE PANELBOARD "MSP-L-SITE"
SCALE NTS



D3 PANELBOARD "MSP-L-SITE"
SCALE NTS



D4 SITE POLE LIGHTING ENCLOSURE
SCALE NTS



D5 LIGHTING CONTACTORS
SCALE NTS

LEGEND

DEMO



C1 EXIST RECEPTACLE ENCLOSURE
SCALE NTS



C2 LIGHTING CONTROL PANEL
SCALE NTS



C3 LIGHTING TIMER
SCALE NTS



C4 LIGHTING CONTACTORS
SCALE NTS



A1 EXISITNG RECEPTACLE ENCLOSURE
SCALE NTS



A2 EXISTING GROUND LEVEL FLAG POLE FLOOD LIGHTS
SCALE NTS



A4 EXISTING LIGHT POLE - SINGLE FIXTURE
SCALE NTS

ISSUED FOR BID
DATE JULY 03 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-4001
WWW.CITYOFMOBILE.ORG

Shiel
Reference No
E-502

1012

FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION NO DETAILS/ENGINEERING GIVEN BY THE DESIGN TEAM

WIREMOLD®

Outdoor Power Pedestal



Outdoor Power Pedestals offer new versatility to outdoor power applications

Provide Higher Power to Outdoor Locations

Designed to be used for high amperage outdoor applications, the Outdoor Power Pedestal can accommodate 15 to 60 amp devices. The pedestal is a durable solution to providing facility power to outdoor environments and applications such as food trucks, events or maintenance equipment. There are several configurations depending on the application requirements, including 1-gang, 2-gang or pin & sleeve device plates. Select configurations also include a hinged in-use cover that can be locked to prevent unauthorized access.

Features & Benefits

- **Provides standard power for facilities:** Can accommodate up to (2) 15-20A weather-resistant devices that can be used with the integrated while-in-use cover or any 3rd party while-in-use cover available for a 1 or 2 gang opening.
- **Provides higher amp power for facilities:** Pedestals can also accommodate higher 30-60A NEMA and CS devices. Higher amp devices that are watertight can be mounted directly to the pedestal while all others must use an appropriate weatherproof cover.
- **Pin and Sleeve Devices:** Standard Pin and Sleeve plate supports 30A Pass & Seymour Pin and Sleeve devices. **Note:** Pin and Sleeve devices do not have standard mounting hole locations, custom plates may be needed for other brands and/or amperages.
- **Height Options of 16" or 30":** Choose from two different height options to best meet the needs of your application.
- **Hinged cover with locking tab:** Cover closes automatically to meet while-in-use requirements for 15 and 20 amp devices and provides capability to lock cover when not in use to prevent unauthorized access.
- **Outdoor-rated construction:** Sheet metal form designed for durability in outdoor locations. UL listed to NEMA 3R requirements to ensure optimal performance.
- **Durable, premium finishes:** Available in two outdoor-rated finishes to complement your space design. Choose from black or silver to perfectly match your project.
- **UL Listed:** Standard 1773.
- **1 & 2 Gang Options:** Available in single or dual gang options with select configurations of dual gang including an internal divider for power and low voltage applications.

Vertical Markets

- **Commercial**
- **Parks**
- **Entertainment**
- **Transit**
- **Hospitality**

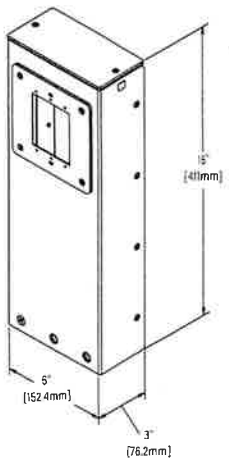
Compliance

c UL us

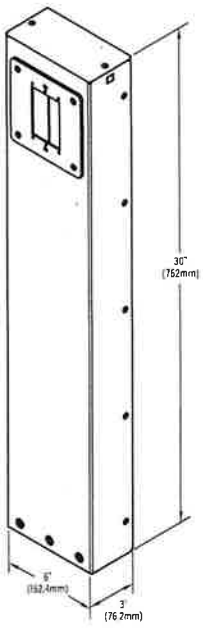
CULus Listed, File Number E479489, Guide PUPR
Outdoor Power Pedestals are UL Listed to meet NEMA 3R requirements for use in outdoor locations.
Outdoor Power Pedestals comply with ADA guidelines.

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP1G30-BK **XPP1G30-SV** **XPP1G16-BK** **XPP1G16-SV**	**Outdoor Power Pedestal, 1-Gang Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Single gang device plate allows for mounting of devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP1G30) or 16" (XPP1G16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC10SX - Standard Depth WIUCAST1 - Cast Cover WIUC10FRED - Extra Heavy Duty **Suggested Pass & Seymour Weatherproof Covers** CA8-XX: Duplex Cover CA26-XX: Decora Cover CA721-X: 1.625" CA725-X: 1.750" CA723-X: 2.125" WPG1: Flip lid 15A Turn lock WPG2: Flip Lid 20/30A Turn lock 7425: Flip Lid 20/30A Turn lock 7770: Flip Lid 50A Turn Lock

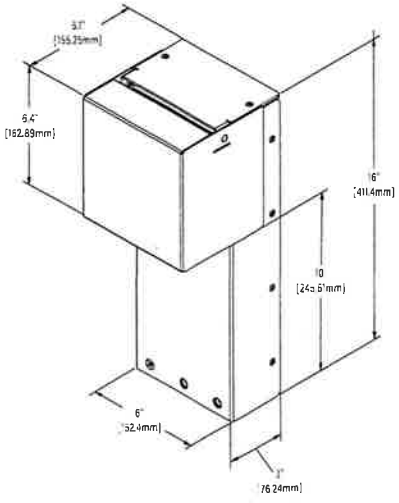


XPP1G16 (16"H)

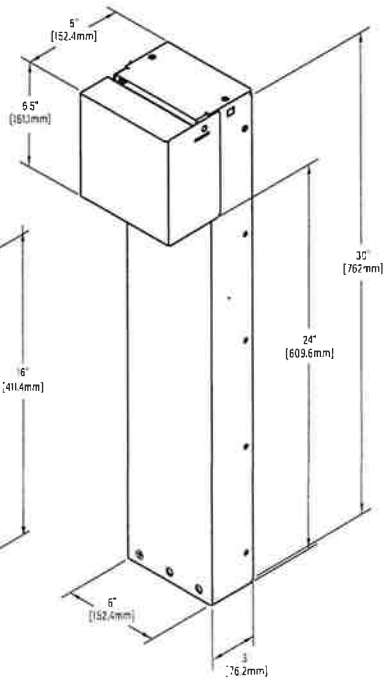


XPP1G130 (30"H)

Catalog No./Item	Description / Specifications
XPP1G30C-BK **XPP1G30C-SV** **XPP1G16C-BK** **XPP1G16C-SV**	**Outdoor Power Pedestal, 1-Gang Device Plate with Hinged Cover –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Single gang device plate allows for mounting of devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP1G30C) or 16" (XPP1G16C) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Note:** Some water-tight weatherproof covers such as flip lid styles (Pass and Seymour 7770, WPG1, WPG2) for 30-60A devices may fit under the provided hood. Hood is for aesthetics only when used with 30-60A devices.



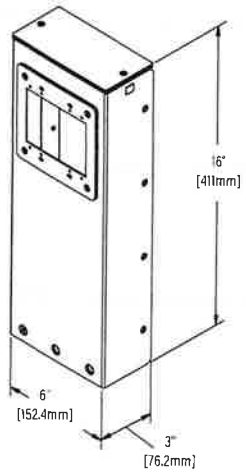
XPP1G16C (16"H)



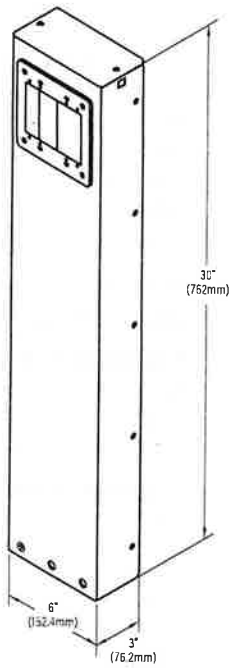
XPP1G30C (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP2G30-BK **XPP2G30-SV** **XPP2G16-BK** **XPP2G16-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate allows for mounting of multiple devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP2G30) or 16" (XPP2G16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC20X WIUCAST2 WIUC20FRED **Suggested Pass & Seymour Weatherproof Covers** CA82-X: (2) Duplex CA262-G: (2) Decora CA72-G: (2) Simplex 3796: 2.156" dia opening

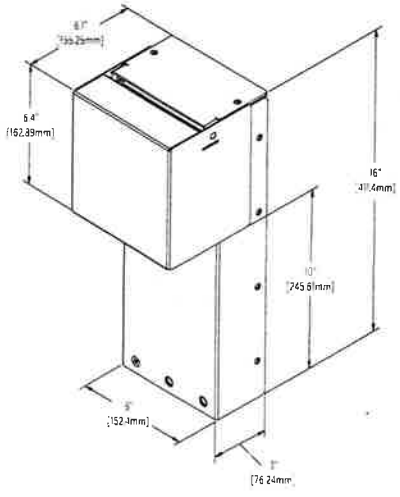


XPP2G16 (16"H)

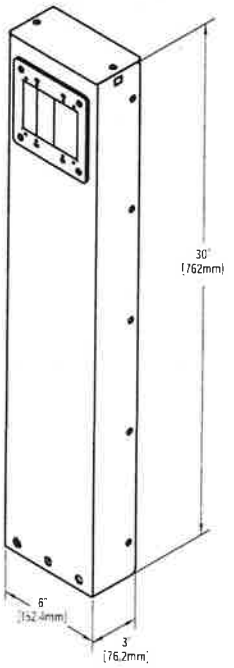


XXPP2G30 (30"H)

Catalog No./Item	Description / Specifications
XPP2G30D-BK **XPP2G30D-SV** **XPP2G16D-BK** **XPP2G16D-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate with Internal Divider –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate and internal divider allows for mounting of standard and low voltage devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP2G30D) or 16" (XPP2G16D) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC20X WIUCAST2 WIUC20FRED **Suggested Pass & Seymour Weatherproof Covers** CA82-X: (2) Duplex CA262-G: (2) Decora CA72-G: (2) Simplex 3796: 2.156" dia. opening



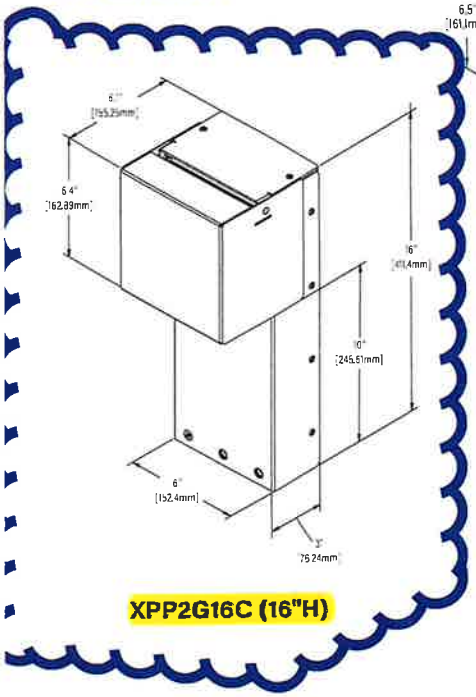
XPP2G16D (16"H)



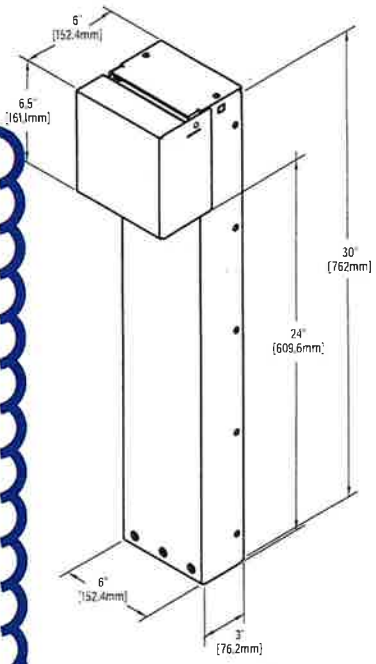
XPP2G30D (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP2G30C-BK XPP2G30C-SV XPP2G16C-BK XPP2G16C-SV	**Outdoor Power Pedestal, 2-Gang Device Plate with Hinged Cover** – Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate allows for mounting of multiple devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP2G30C) or 16" (XPP2G16C) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**

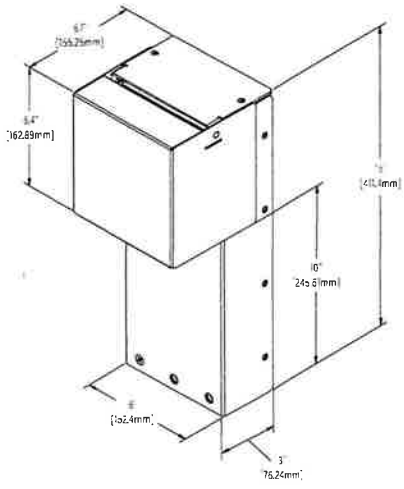


XPP2G16C (16"H)

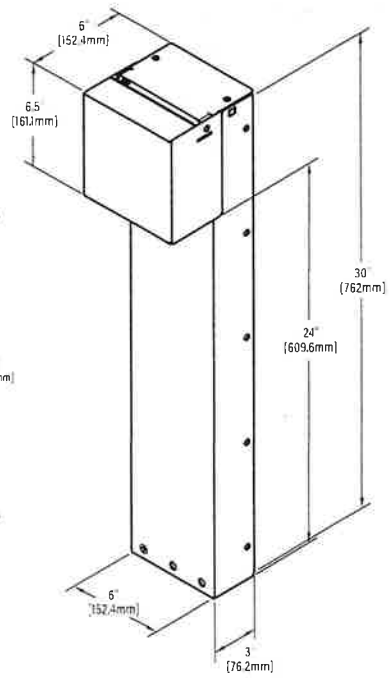


XPP2G30C (30"H)

Catalog No./Item	Description / Specifications
XPP2G30CD-BK XPP2G30CD-SV XPP2G16CD-BK XPP2G16CD-SV	**Outdoor Power Pedestal, 2-Gang Device Plate with Hinged Cover and Internal Divider** – Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate and internal divider allows for mounting of standard and low voltage devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP2G30CD) or 16" (XPP2G16CD) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**



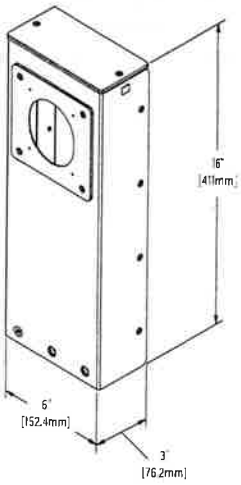
XPP2G16CD (16"H)



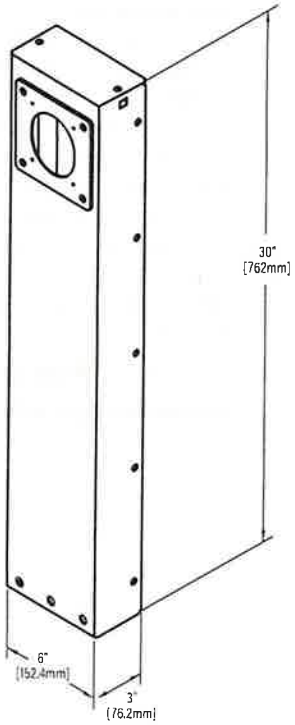
XPP2G30CD (30"H)

Outdoor Power Pedestal Ordering Information

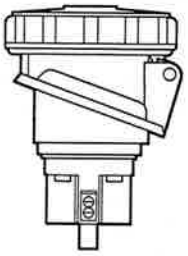
Catalog No./Item	Description / Specifications
XPPPS30-BK **XPPPS30-SV** **XPPPS16-BK** **XPPPS16-SV**	**Outdoor Power Pedestal, Pin & Sleeve Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. The pin and sleeve device plate is for use with Pass & Seymour 30A Pin and Sleeve devices. Available in standard 30" (XPPPS30) or 16" (XPPPS16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**



XPPPS16 (16"H)



XPPPS30 (30"H)



Available Pass & Seymour Pin and Sleeve Devices

3 Wire	4 Wire	5 Wire
S330R4W	PS430R12W	PS530R9W
S330R6W	PS430R9W	PS530R7W
S330R7W	PS430R7W	PS530R5W
	PS430R5W	
	PS430R3W	

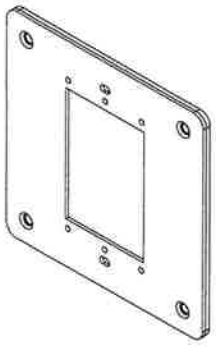
Outdoor Power Pedestal Customization Information

The outdoor power pedestal is offered at a standard height of 30" but can be custom ordered for different heights to match your application from 16 – 48".

For custom orders and sizes, please contact your Legrand sales representative.

Outdoor Power Pedestal Accessories Ordering Information

XPP1GP-BK
XPP1GP-SV

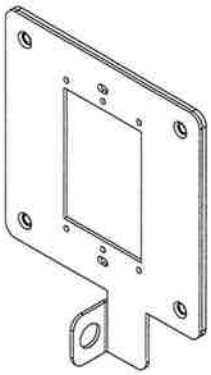


Replacement 1-Gang Device Plate – Replacement plate for 1-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP1GPL-BK
XPP1GPL-SV

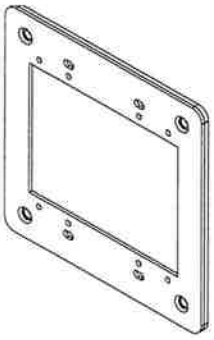


Replacement 1-Gang, Locking Device Plate – Replacement Plate for 1-gang Outdoor Power Pedestal with Hinged Cover.

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GP-BK
XPP2GP-SV

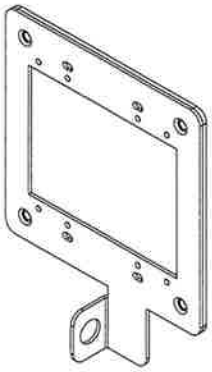


Replacement 2-Gang Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GPL-BK
XPP2GPL-SV

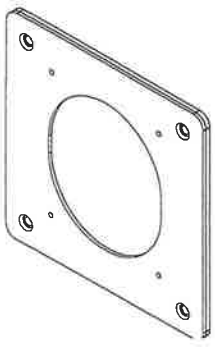


Replacement 2-Gang Locking Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal with Hinged Cover

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPPSP-BK
XPPPSP-SV

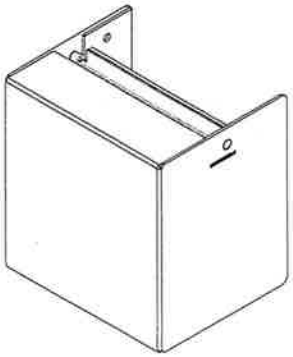


Replacement Pin & Sleeve Device Plate – Replacement plate for Pin & Sleeve Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPC-BK
XPPC-SV



Replacement Cover for Outdoor Power Pedestal – Replacement hinged cover for Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.

Legrand, North America
60 Woodlawn Street
West Hartford, CT 06110
1.877.BY.LEGRAND (295.3472)
www.legrand.us

Canada
905.738.9195
www.legrand.ca

legrand®

WIREMOLD®

Outdoor Power Pedestal - Pedestal Mounting

Socle passe-câbles pour extérieur - Fixation du socle

Pedestal de alimentación para exteriores - Montaje del pedestal

No: 1025310 - 0220

Installation Instructions • Notice d'Installation• Instrucciones de Instalación

Catalog Number(s) • Numéro(s) de Catalogue • Número(s) de Catálogo: XPP1G, XPP1GC, XPP2G, XPP2GC, XPP2GD, XPP2GCD, XPPPS, XPPC, XPP1GP, XPP2GP, XPP1GPL, XPP2GPL, XPPPSP

Country of Origin • Pays d'origine • País de origen:
Made in USA • Fabriqué aux États-Unis • Hecho en EE. UU.

IMPORTANT:
Please read all instructions before beginning installation

Legrand electrical systems conform to and should be properly grounded in compliance with requirements of the current National Electrical Code or codes administered by local authorities.

All electrical products may present a possible shock or fire hazard if improperly installed or used. Legrand electrical products may bear the mark of a Nationally Recognized Testing Laboratory and should be installed in conformance with current local and/or the National Electrical Code.

IMPORTANT :
Veuillez lire l'ensemble des instructions avant de commencer l'installation.

Les systèmes électriques Legrand sont conformes au Code National de l'électricité (National Electrical Code) ou aux codes locaux en vigueur et doivent être mis à la terre conformément à ces codes.

Tous les produits électriques peuvent présenter un risque d'électrocution ou d'incendie s'ils ne sont pas installés ou utilisés correctement. Les produits électriques Legrand peuvent porter la marque d'un laboratoire reconnu et doivent être installés conformément au Code national de l'électricité et/ou aux codes locaux en vigueur.

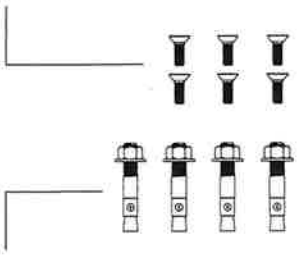
IMPORTANTE:
Lea todas las instrucciones antes de comenzar la instalación.

Los sistemas eléctricos Legrand cumplen con los requisitos del Código Eléctrico Nacional (National Electrical Code, NEC) actual o con los códigos impuestos por las autoridades locales y deben conectarse a tierra consecuentemente.

Todos los productos eléctricos pueden presentar un riesgo de descarga o incendio si se los instala o utiliza incorrectamente. Los productos eléctricos Legrand pueden llevar la marca de un laboratorio de pruebas reconocido a nivel nacional y se deben instalar conforme al código local en vigencia o al Código Eléctrico Nacional.

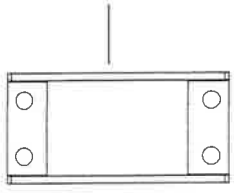
PACKAGE CONTENTS
CONTENU
CONTENIDO DE LA CAJA

(6) Mounting Screws
6 vis de fixation
(6) Tornillos de montaje



(4) 3/8" Concrete Studs
4 goujons en béton de 3/8 po (9,52 mm)
(4) Taquetes para hormigón de 3/8"

Base (Installed for shipping)
Base (Installée pour l'expédition)
Base (Instalada para envío)





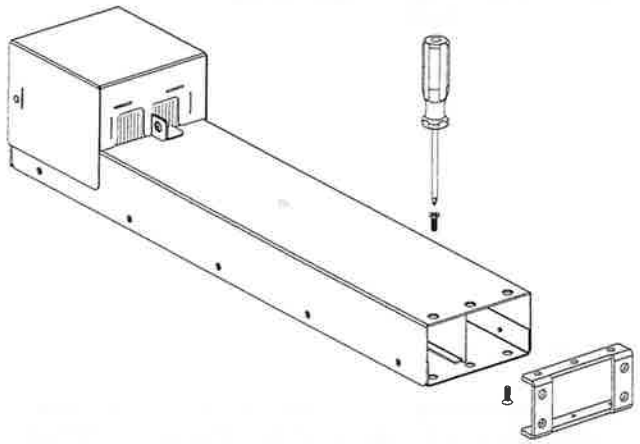
Pedestal
Socle
Pedestal

1

Remove 2 screws at base of pedestal.

Retirer les 2 vis situées sur la base de la colonne.

Quite los 2 tornillos de la base del pedestal.

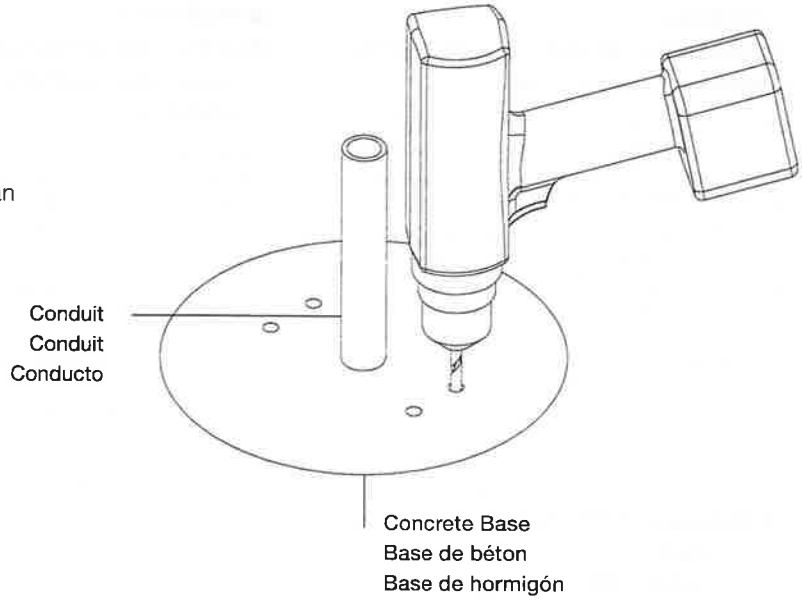


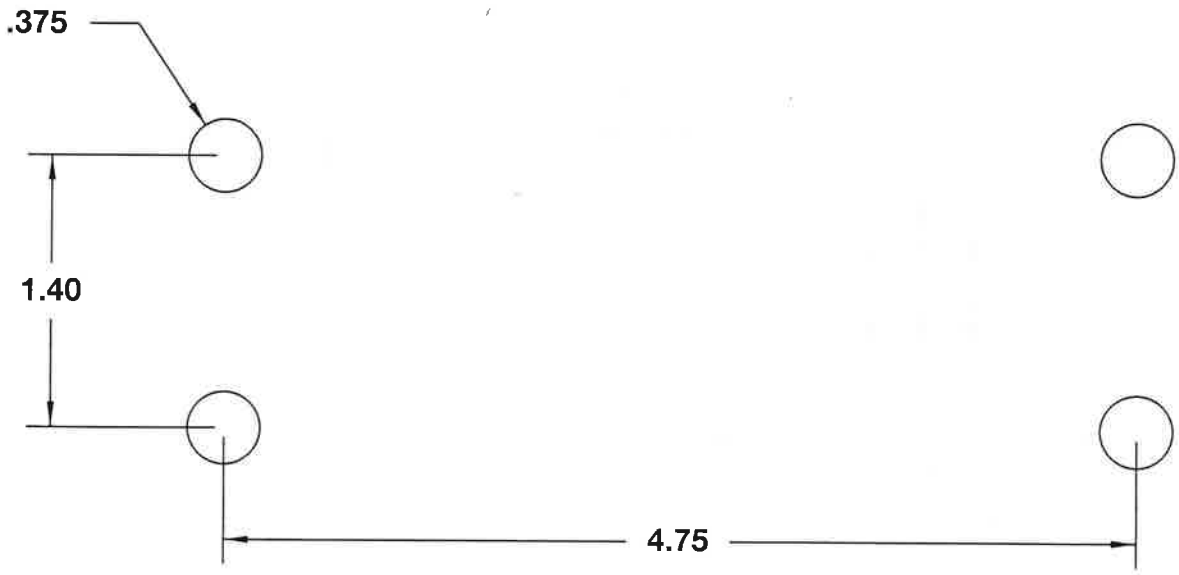
2

Drill 3/8" mounting holes using base as template or dimensions shown below

Percer des trous de fixation de 3/8 po en se servant de la base comme gabarit ou suivre les dimensions indiquées ci-dessous

Taladre los orificios de montaje de 3/8" utilizando la base como plantilla o las dimensiones que se indican debajo



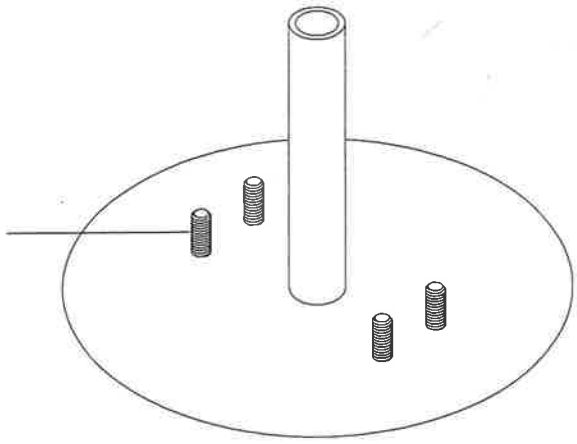


3

Install (4) concrete studs

Fixer les 4 goujons pour béton

Instale los (4) taquetes para hormigón

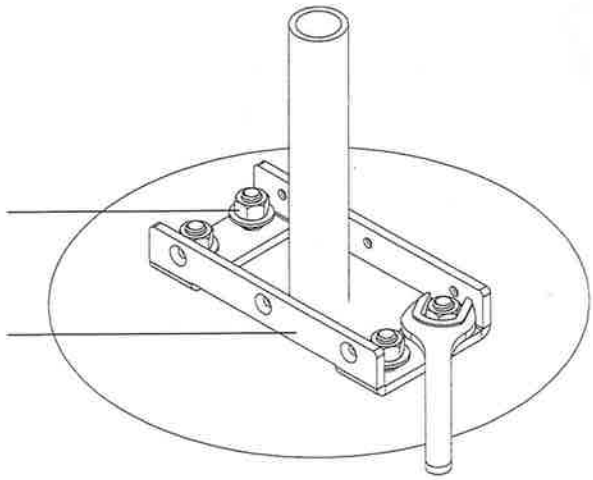


4

Remove base from pedestal. Install and level base.

Retirer la base du socle. Installer la base et la mettre à niveau.

Retire la base del pedestal. Instale y nivele la base.

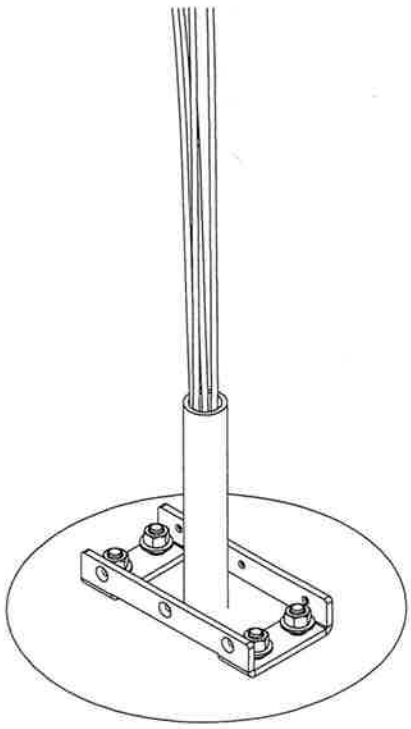


5

Pull wires to desired length

Tirer les câbles à la longueur voulue

Jale los cables hasta alcanzar la longitud deseada

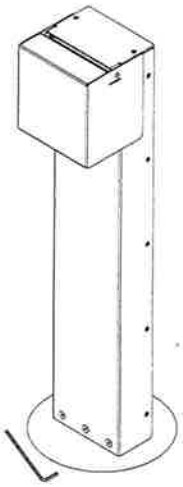


6

Install pedestal to base using (6) included 1/4-20 3/4 hex screws. Torque between 6-9 ft-lbs

Installer le socle sur la base à l'aide des 6 vis à tête hexagonale 1/4-20 3/4 incluses. Les serrer entre 6 et 9 livres-pieds

Instale la base en el pedestal utilizando los (6) tornillos incluidos de cabeza hexagonal de 1/4-20 3/4. Apriete a un torque de entre 6 y 9 pies-lbs

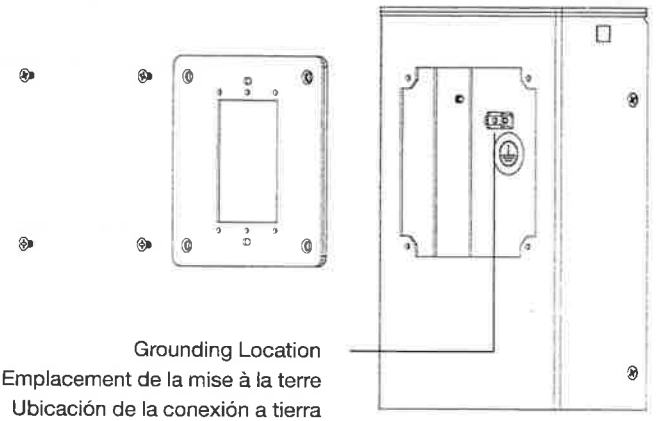


7

Remove device plate, install and wire device(s) and outlet box cover (if applicable) per manufacturer's installation instructions. (See note Below)

Retirer la plaque du dispositif, installer et raccorder le ou les dispositifs et le couvercle de la boîte de prise de courant (le cas échéant) conformément aux instructions d'installation du fabricant. (Voir remarque ci-dessous)

Retire la placa del dispositivo, instale y cablee el o los dispositivos y la cubierta de la caja del tomacorriente (si fuese el caso) siguiendo las instrucciones de instalación del fabricante. (Véase la nota debajo)



Grounding Location
Emplacement de la mise à la terre
Ubicación de la conexión a tierra

IMPORTANT

A listed (RTRT/7 or KCXS/7 or QLIW/7) receptacle rated 60A max and/or a listed switch (WMUZ/7) rated 60A max. Each of these devices shall be installed with either a UL listed (QCMZ/7) non-metallic outlet box cover suitable for wet locations or a listed (QCIT/7) metallic outlet box cover suitable for use in wet locations

GFCI receptacle must be marked "WR" or rated weather resistant.

Cover versions XPP1GC and XPP2GC may be used as purchased for wet locations (**15A-20A devices only**)

Lowest live parts can not be lower than 12in from final grade level

IMPORTANT

Prise homologuée (RTRT/7 ou KCXS/7 ou QLIW/7) pour intensité nominale de 60 A max et/ou commutateur homologué (WMUZ/7) pour intensité nominale 60 A max. Chacun de ces dispositifs doit être installé avec un couvercle de prise de courant non-métallique homologué UL (QCMZ/7) convenant aux emplacements mouillés ou avec un couvercle de prise de courant métallique homologué (QCIT/7) convenant aux emplacements mouillés.

La prise du disjoncteur différentiel de fuite à la terre doit être marquée « WR » ou homologuée résistante aux intempéries.

Les versions de couvercle XPP1GC et XPP2GC peuvent s'utiliser dans les emplacements mouillés telles qu'elles sont fournies (**dispositifs 15 A-20 A seulement**)

Les parties sous tension les plus basses doivent être à une hauteur supérieure à 30 cm (12 po) par rapport au niveau de grade final

IMPORTANTE

Un tomacorriente homologado (RTRT/7 o KCXS/7 o QLIW/7) con una capacidad nominal máxima de 60 A y/o un interruptor homologado (WMUZ/7) con una capacidad nominal máxima de 60 A. Cada uno de estos dispositivos debe instalarse con una cubierta no metálica en la caja del tomacorriente que tenga la homologación UL (QCMZ/7), apropiada para lugares húmedos o una cubierta metálica en la caja del tomacorriente homologada (QCIT/7) y que sea idónea para lugares húmedos

El tomacorriente GFCI debe tener la marca "WR" o estar catalogado como resistente a la intemperie.

Las cubiertas de las versiones XPP1GC y XPP2GC pueden usarse como se ofrecen en el comercio para lugares húmedos (**dispositivos de 15 A a 20 A únicamente**)

Las partes bajo tensión que están a la menor altura no pueden estar a menos de 12 pulgadas del nivel de inclinación final

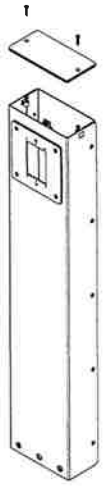
COVER KIT INSTALLATION (XPPC)
INSTALLATION DU COUVERCLE (XPPC)
INSTALACIÓN DEL KIT DE LA CUBIERTA (XPPC)

1

Remove (2) screws and top cap from pedestal

Retirer les 2 vis et le couvercle supérieur du socle

Retire los (2) tornillos y la tapa superior del pedestal

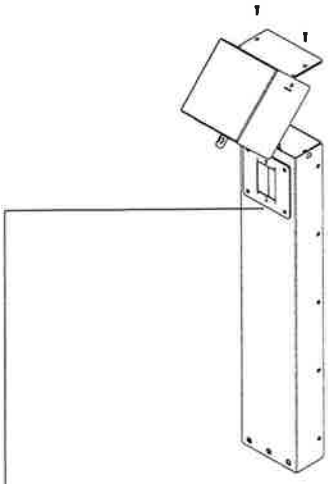


2

Install new top cap with hood using included (2) #8-32 screws

Installer un couvercle supérieur neuf avec capuchon à l'aide des 2 vis n°8-32 fournies

Instale la tapa superior con la cubierta de protección utilizando los (2) tornillos #8-32 incluidos



For locking feature the faceplate will need to be replaced with a locking tab version

XPP1GPL (1 GANG) / XPP2GPL (2 GANG)

Pour le dispositif de verrouillage, il faut remplacer la plaque frontale par une version avec languette de verrouillage

XPP1GPL (1 GROUPE) / XPP2GPL (2 GROUPES)

Para poder utilizar la función de bloqueo, será necesario reemplazar la placa frontal por una versión con orejeta de bloqueo

XPP1GPL (1 BANDA) / XPP2GPL (2 BANDAS)

No: 1025310 - 0220

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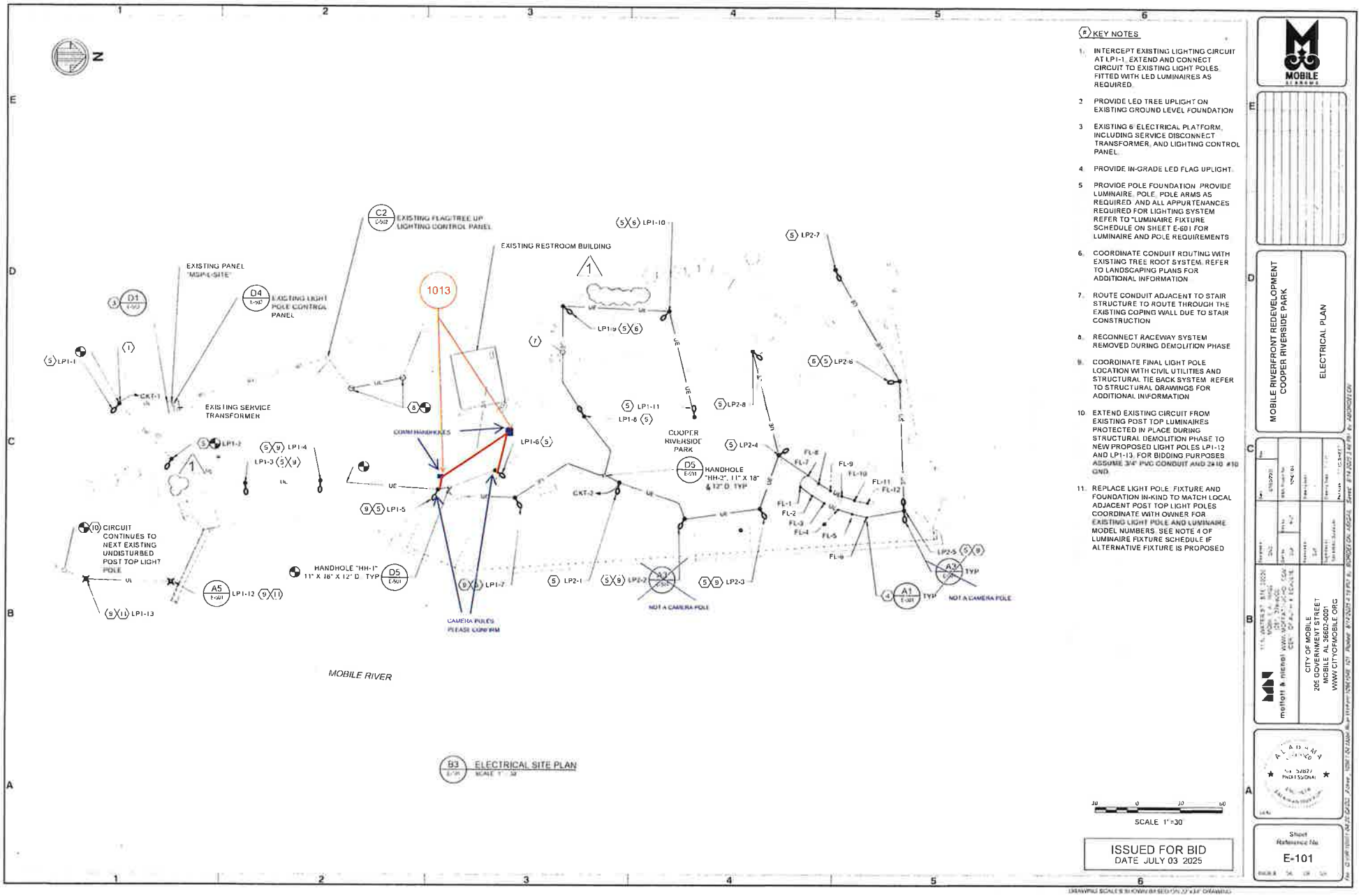
1013

ADD CONDUIT FOR CABLING TO BE INSTALLED TO

CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY

OTHERS



KEY NOTES

1. INTERCEPT EXISTING LIGHTING CIRCUIT AT LP1-1. EXTEND AND CONNECT CIRCUIT TO EXISTING LIGHT POLES FITTED WITH LED LUMINAIRES AS REQUIRED.
2. PROVIDE LED TREE UPLIGHT ON EXISTING GROUND LEVEL FOUNDATION
3. EXISTING 6' ELECTRICAL PLATFORM, INCLUDING SERVICE DISCONNECT TRANSFORMER, AND LIGHTING CONTROL PANEL.
4. PROVIDE IN-GRADE LED FLAG UPLIGHT.
5. PROVIDE POLE FOUNDATION. PROVIDE LUMINAIRE, POLE, POLE ARMS AS REQUIRED, AND ALL APPURTENANCES REQUIRED FOR LIGHTING SYSTEM REFER TO "LUMINAIRE FIXTURE SCHEDULE ON SHEET E-601 FOR LUMINAIRE AND POLE REQUIREMENTS
6. COORDINATE CONDUIT ROUTING WITH EXISTING TREE ROOT SYSTEM. REFER TO LANDSCAPING PLANS FOR ADDITIONAL INFORMATION
7. ROUTE CONDUIT ADJACENT TO STAIR STRUCTURE TO ROUTE THROUGH THE EXISTING COPING WALL DUE TO STAIR CONSTRUCTION
8. RECONNECT RACEWAY SYSTEM REMOVED DURING DEMOLITION PHASE
9. COORDINATE FINAL LIGHT POLE LOCATION WITH CIVIL UTILITIES AND STRUCTURAL TIE BACK SYSTEM. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION
10. EXTEND EXISTING CIRCUIT FROM EXISTING POST TOP LUMINAIRES PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE TO NEW PROPOSED LIGHT POLES LP1-12 AND LP1-13. FOR BIDDING PURPOSES ASSUME 3/4" PVC CONDUIT AND 2#10 #10 GND.
11. REPLACE LIGHT POLE, FIXTURE AND FOUNDATION IN-KIND TO MATCH LOCAL ADJACENT POST TOP LIGHT POLES COORDINATE WITH OWNER FOR EXISTING LIGHT POLE AND LUMINAIRE MODEL NUMBERS. SEE NOTE 4 OF LUMINAIRE FIXTURE SCHEDULE IF ALTERNATIVE FIXTURE IS PROPOSED

ISSUED FOR BID
DATE JULY 03 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL PLAN

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE AL 36602-000
WWW.CITYOFMOBILE.ORG

Sheet Reference No.
E-101

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1014

FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS

CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR

AREA AFTER EXCAVATION

Annapolis

Product Data Sheet

landscapeforms



The Annapolis™ Bollard is a handsome sentinel that performs multiple maneuvers with style. Standard Bollard, Smart Bollard and Security Bollard share basic design and construction characteristics, specialize in their features and functions. Annapolis offers distinctive solutions in scope and detail for path making and wayfinding, safety and security in outdoor environments.

Annapolis™ Standard Bollard

- Available in 6" and 12" diameter, with or without low-voltage LED lighting.
- A protective polyethylene sleeve is available in black or silver.
- Embedded, removable, or surface mount bollard styles.
- A keyed lock secures the bollard when in the socket.
- All 6" styles, including 6" removable bollard may be fitted with the Smart bollard top to provide solar powered lighting.
- Removable bollard not available in hardwired.

Annapolis™ Smart Bollard

- Embedded, removable, or surface mount bollard style.
- The monocrystalline solar panel collects energy from the sun and converts it to electrical current.
- Energy is stored in a sealed lead-acid rechargeable battery that delivers extremely reliable power output over a long period of time.
- The microprocessor-based charge controller turns lights on at dusk and off at dawn.
- 4 white LEDs with 3500K correlated color temperature (CCT).

Annapolis™ Security Bollard

- Available in 6" and 12" diameter. 6" dia. security bollard may be specified with Smart solar-powered LED light.
- Security bollard is designed to be permanently embedded with a reinforced footing and internal concrete/steel reinforcement. Click here for the CAD drawings that show the optional security footing.

Technical Information		
	Hardwired	Solar
Lamp	1 Cree LED	4 Nichia LEDs
Color Temp	3500k	3500K
LED Luminous Flux	~10 lumens	~10 lumens
LED Energy Consumption	approximately 3 watts	.43 watt max
Input Voltage	120-277 VAC	n/a
TM21 LED Lifespan	60,000 hours	Up to 60,000 hours
Solar Top	n/a	Tempered Borosilicate glass top with Mono-Crystalline PV cells
Diffused Lens	UV stable impact modified translucent acrylic	UV stable impact modified translucent acrylic
Protection Rating	IP66 for light assembly	IP66 for solar light assembly
Horizontal Output	360°	360°
Average Direct Sunlight Exposure to Maintain Function	n/a	4 hours
Latitude Range	n/a	50° S to 50° N
Battery	n/a	Valve regulated lead-acid
Nominal Battery Voltage	n/a	6 volts
Capacity	n/a	7.0 amp/hr at 20/hr discharge rate
Temperature Range	n/a	-40° F to 115° F
Maximum Operation	n/a	14 hours

Annapolis

Product Data Sheet







Finishes

- Metal is finished with Landscape Forms' proprietary Pangard II® polyester powdercoat, a hard yet flexible finish that resists rusting, chipping, peeling and fading.
- Call for standard color chart.

To Specify

- Choose 6" or 12" diameter embedded style, 6" surface mount style, or 6" removable style.
- Specify black or silver protective polyethylene sleeve or without sleeve.
- Specify with or without lighting based on the following guidelines:
- 6" embedded and surface mount, available with hard wired or solar powered lighting; 6" removable only offered with solar lighting; 12" embedded only offered with hard wired lighting.

Example: 6" Surface Mount, Black Sleeve, Hard Wired LED Lighting

Warranty

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three years from date of invoice. Noted exceptions: LED lighting products are warranted for six years.

	Style	Diameter	Height	Product Weight
	6"	6"	33"	Surface Mount: 47lbs Embedded: 80lbs Removable: 107lbs
	12"	12"	33"	Embedded: 200lbs
	6" Removable bollard			
	Protective sleeve			
	Lighted bollard top			

Designed by Brian Kane, IDSA

Visit landscapeforms.com for more information. Specifications are subject to change without notice. Landscape Forms supports the Landscape Architecture Foundation at the Second Century level.
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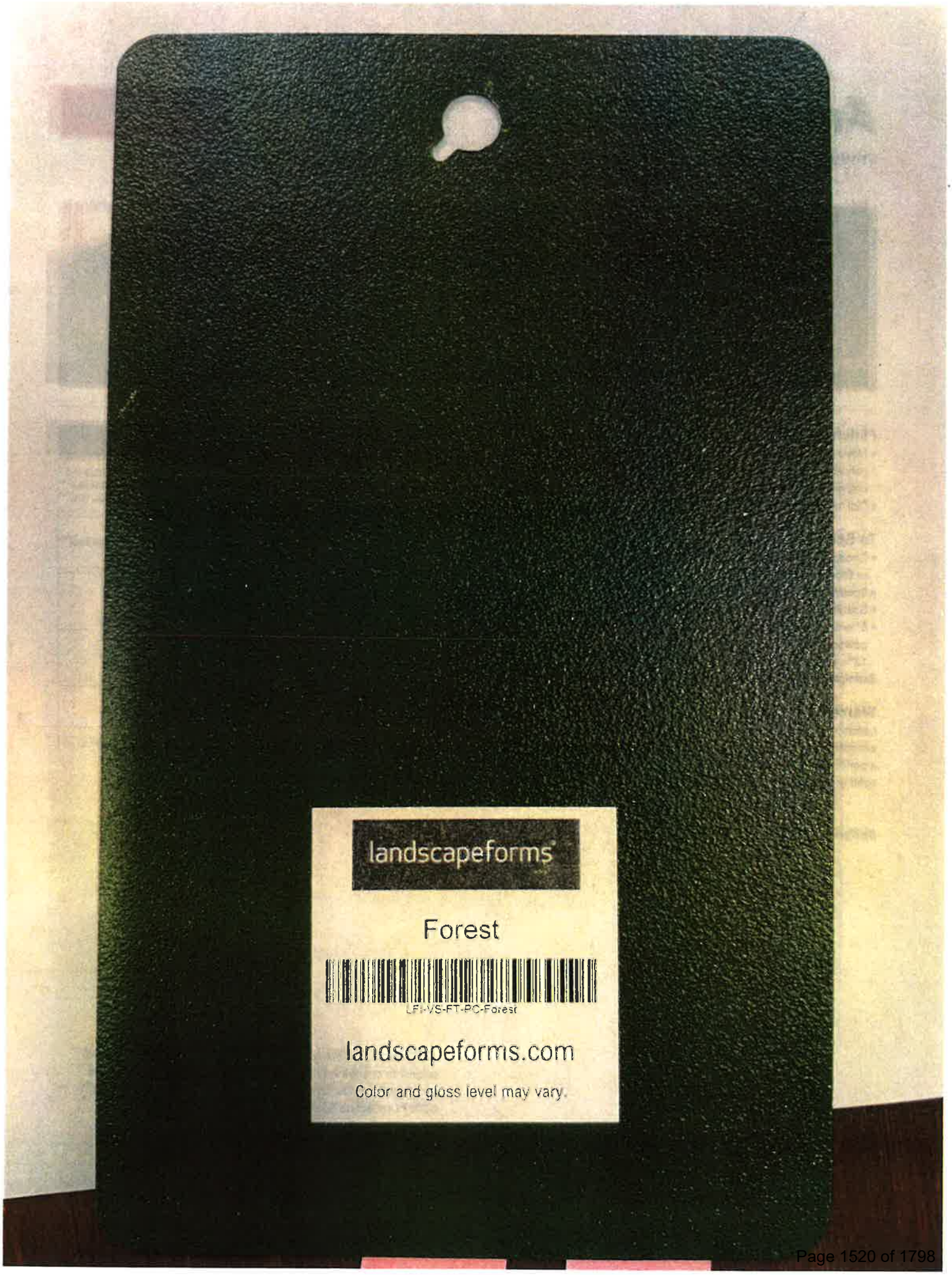
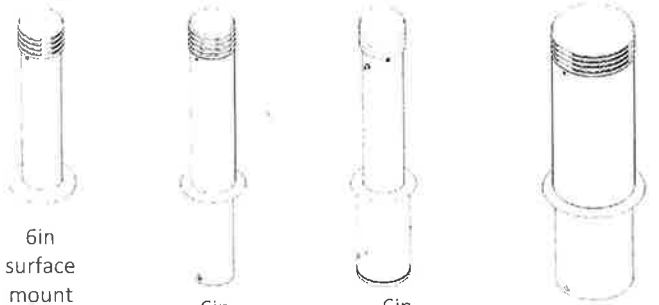

landscapeforms
Forest
LFI-VS-FT-PC-Forest
landscapeforms.com
Color and gloss level may vary.



Tools Required

- 3/16" hex key (for non-solar bollard without sleeve)
- 1/4" hex key (for non-solar bollard with sleeve)
- Surface mount bollard: The surface mount bollard has a 3/8" thick mounting plate that can accept 4 anchors up to 1/2" dia. thread size. If stud anchors are used, select an anchor length that allows the stud to extend 1" above the mounting surface. Non-corrosive anchoring hardware recommended.
- rebar for footing, if required
- drain tubing to engineered fill, if required

CAUTION! Fixtures and wiring must be installed in accordance with local codes and ordinances. Do not install lighted bollards within 10 feet of a pool, spa, or fountain.

NOTES:

- Locate bollard where solar light receives a minimum of 4 hours of direct sunlight per day. Avoid locations that would become shaded as the path of the sun changes with the seasons. Solar powered light is not suitable for installation at latitudes greater than 50 degrees.
- Landscape Forms is not responsible for site preparation, footings, or electrical wiring.
- The solar light ships with the battery connected. Exposing the unit to sunlight will activate the unit. Do not expose to sunlight until the bollard is ready to be installed in a location where it will receive required exposure to sunlight.
- Failure to allow for proper drainage may void the standard Landscape Forms warranty.

ASSEMBLE WITH CARE! Pangard II® Polyester Powdercoat is a strong, long-lasting finish. To protect this finish during assembly, place unwrapped powdercoated parts on packaging foam or other non-marring surface. Do not place or slide powdercoated parts on concrete or other hard or textured surface – this will damage the finish causing rust to occur. Use touch-up paint on any gouges in the finish caused by assembly tools.

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WARNING!: LED cartridge and driver are not rated for connection or disconnection while energized. Doing so may damage LEDs and will void the warranty. Disconnect incoming power before making or breaking any electrical connections.

1. Remove top retaining screws, top casting, optional plastic sleeve, and cover ring from bollard to be mounted. See Fig. 1 and Fig. 5.

PROCEDURE FOR EMBEDDED INSTALLATION, WITHOUT LIGHT:

2. Embed bollard tube in a concrete footing that meets local frost conditions. Be sure to allow for proper drainage. See Fig. 2 and Fig. 3.
3. Clean concrete from bollard tube before it sets. Allow concrete to cure.

PROCEDURE FOR INSTALLATION WITH LED LIGHT:

1. Complete steps 1-6 for surface mount installation or steps 1-3 for embedded.
2. **WITH POWER OFF**, connect fixture wires to supply wires using approved local electrical code standard connectors.

PROCEDURE FOR SURFACE MOUNT INSTALLATION, WITHOUT LIGHT:

2. Place bollard in the desired position and mark hole locations. See Fig. 6.
3. Move bollard to allow access for drilling holes..
4. Drill holes at marked locations according to anchor manufacturer's specification.
5. Clear holes of debris.
6. Complete the anchor installation according to the anchor manufacturer's instructions.

FINAL INSTALLATION STEP:

1. Assemble remaining components. Align holes in top casting with threaded holes for retaining screws. Retaining screws should pass through holes in top casting.

PROCEDURE FOR SOLAR LIGHT INSTALLATION:

1. See page 3.
2. Removing and maintenance-charging the battery every 6 months will help maintain a healthy battery.
3. WARNING! Improperly connecting the battery will irreparably damage the charge controller. Always ensure proper connections.

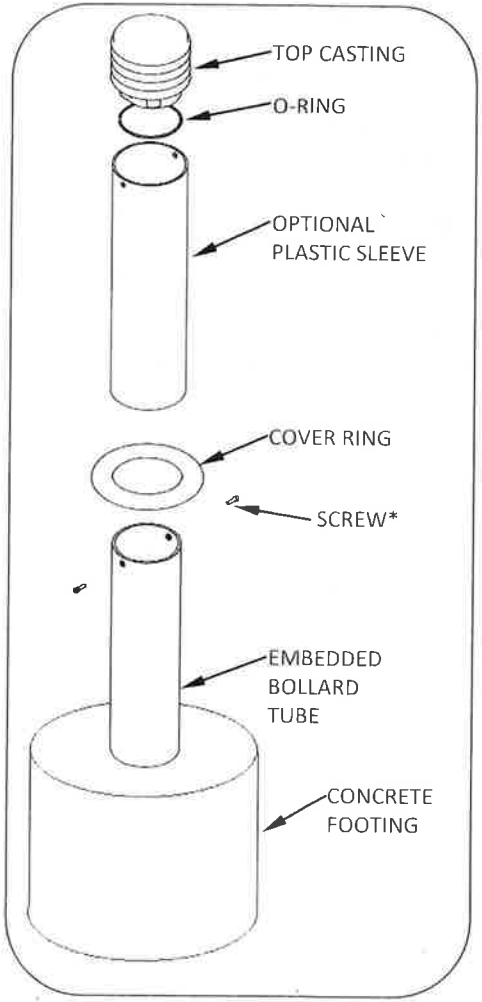

FIG. 1 - EMBEDDED BOLLARD ASSEMBLY

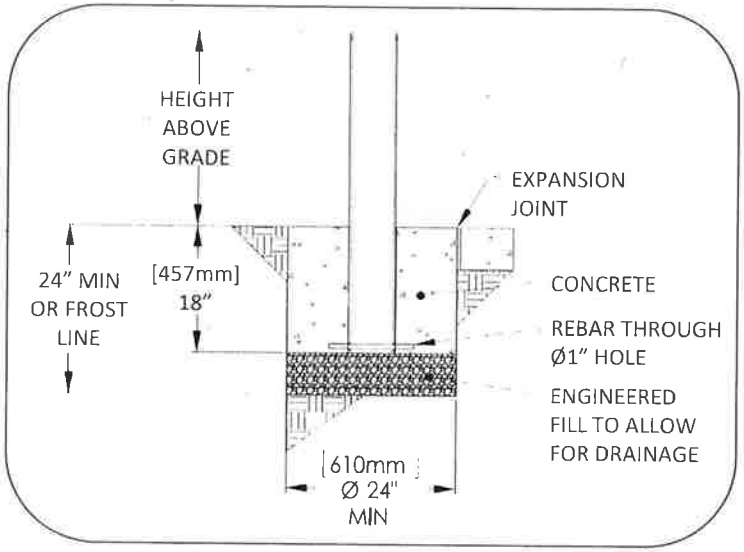

FIG. 2 - FOOTING DETAIL FOR EMBEDDED BOLLARD WITH NO LIGHT OR SOLAR LIGHT

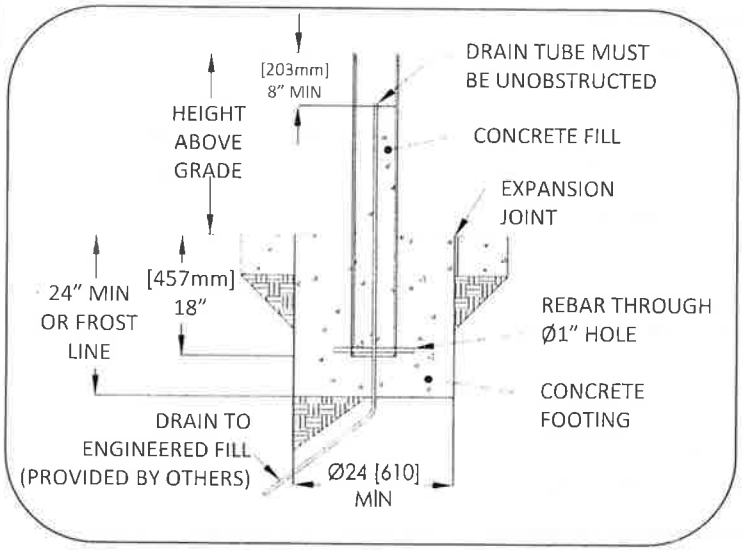

FIG. 3 - ALT FOOTING FOR EMBEDDED BOLLARD WITH INTERNAL CONCRETE FOR MINIMUM SECURITY

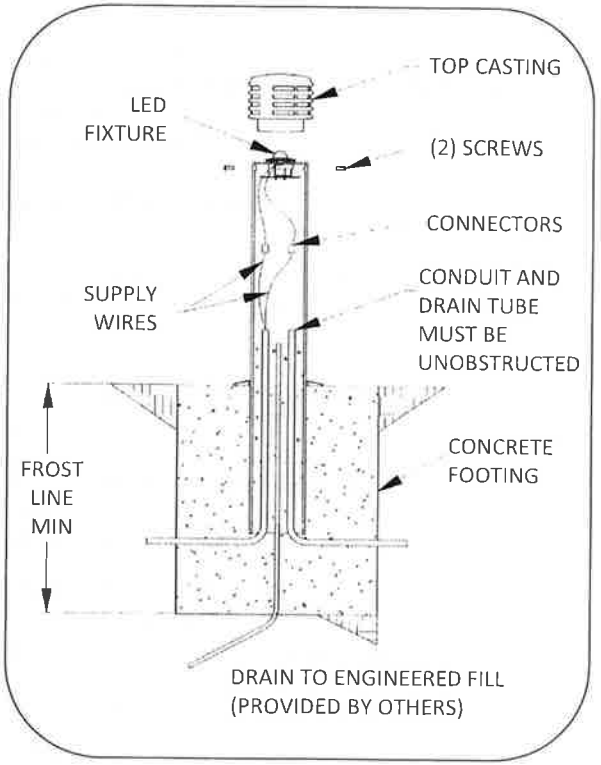

FIG. 4 – ALTERNATE FOOTING DETAIL FOR EMBEDDED BOLLARD WITH LOW VOLTAGE LIGHT

HEIGHT ABOVE GRADE: 27-1/2" FOR 6" BOLLARD, 27" FOR 12" BOLLARD

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

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PROCEDURE FOR SOLAR LIGHT INSTALLATION:

1. Surface mount and embedded units ship fully assembled with cover ring shipping loose. The top casting needs to be removed to install cover ring. Remove top retaining screws, top casting with solar light, and optional plastic sleeve from bollard to be mounted. Solar light and battery bracket remain attached to top casting with wing nuts. Removable units ship with the cover ring pre-installed.

NOTE: Solar bollards are shipped with a pin-in-hex key for security screws. Solar panel in top casting ships connected to battery.

2. Complete surface mount installation steps 1-6 or embedded installation steps 1-3.
3. Assemble cover ring and optional sleeve.
4. Assemble top casting with solar light and battery to the bollard tube. Align holes in top casting with threaded holes for retaining screws. Retaining screws should pass through holes in top casting.

WARNING!: LED cartridge and driver are not rated for connection or disconnection while energized. Doing so may damage LEDs and will void the warranty. Disconnect incoming power before making or breaking any electrical connections.

WARNING!: Battery ships from the factory connected to the solar panel. Do not expose the unit to sunlight until ready to install. Improperly connecting the battery will irreparably damage the charge controller.

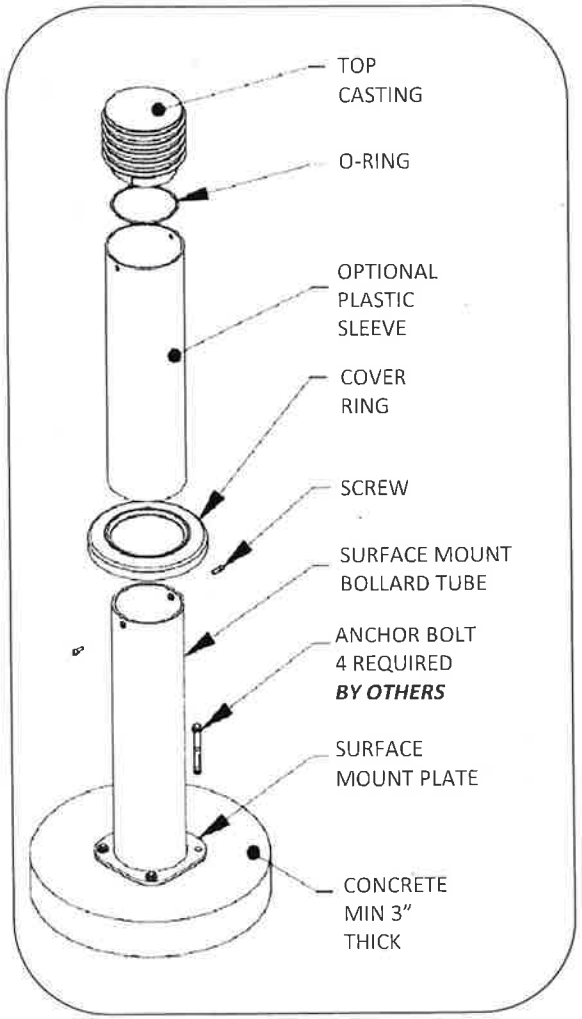

FIG. 5 - SURFACE MOUNT BOLLARD ASSEMBLY

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

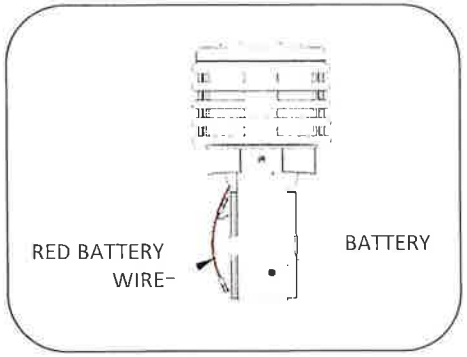

FIG.7 - BATTERY CONNECTION

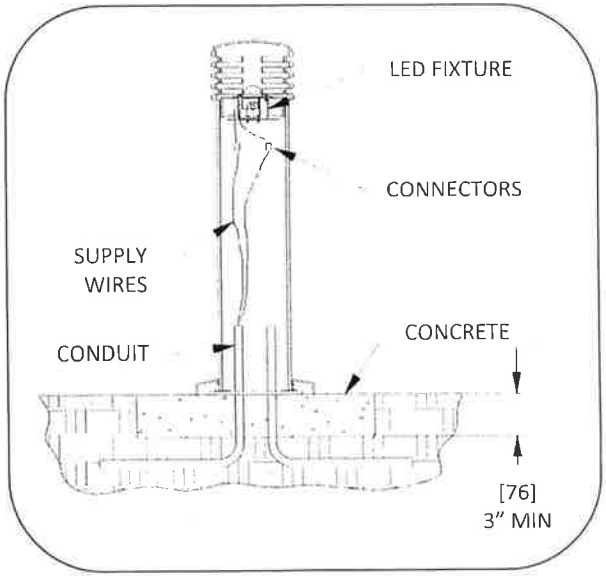

FIG. 6 - SURFACE MOUNT BOLLARD WITH LED LOW VOLTAGE LIGHT DETAIL

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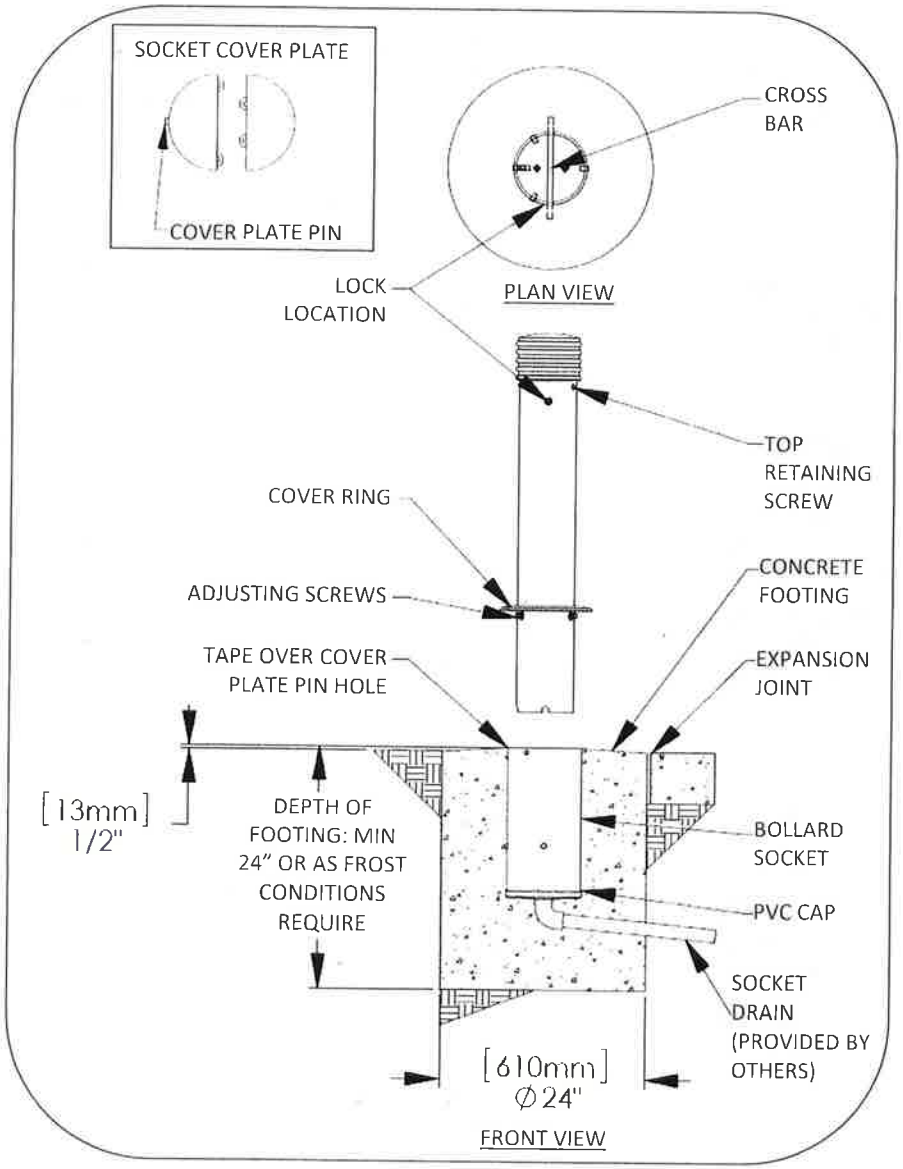


FIG. 8 - REMOVABLE BOLLARD ASSEMBLY

WARNING! TO AVOID INJURY TO PERSONS HANDLING BOLLARD, USE TWO PEOPLE TO TEAM LIFT AND CARRY BOLLARD. Weight of bollard is 75lbs.

PROCEDURE FOR EMBEDDING THE REMOVABLE BOLLARD SOCKET:

1. Excavate for socket footing and install drain, see Fig. 8. Depth of socket is 18 inches. Depth of footing is minimum 24 inches or as frost conditions require.
2. Before pouring concrete, make sure the factory-installed tape covers the outside of the hole near the upper end of the socket. Make sure lower end of socket is sealed to prevent concrete from entering. PVC cap make be cut to fit drain connection.

PROCEDURE FOR INSTALLING REMOVABLE BOLLARD:

1. Remove socket cover plate and separate halves. *(Hint: use a flat blade screwdriver to pry up edge opposite cover plate pin.)*
2. Store socket cover plate below cross bar inside socket.
3. Use key to open bollard latch (key horizontal). Remove key.
4. Position bollard near socket and align three slots in bollard with bars in socket.
5. Ease bollard into socket. Twist until bars fit into slots.

CAUTION! Dropping bollard into socket may damage bollard or socket.

6. Adjusting screws may be used to adjust fit between bollard and socket. Be sure locknuts are tight.
7. Use key to close latch (key will be vertical). Remove key.
8. Pull up on bollard to ensure latch is engaged.

PROCEDURE FOR REMOVING REMOVABLE BOLLARD:

1. Use key to open latch (key will be horizontal). Remove key.
2. Carefully lift bollard out of socket and store on non-marring surface.
3. Retrieve socket cover plate halves from bottom of socket.
4. Place cover plate half with pin into socket, see Fig. 8. Place second half into socket.

1015

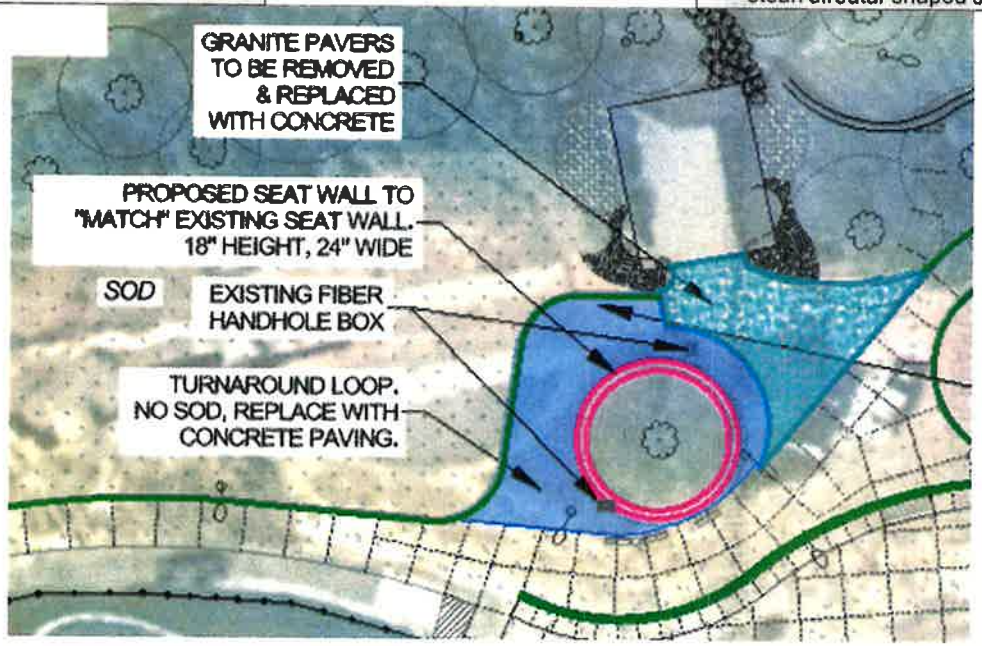
CIRCULAR SEAT WALL AT OAK TREE

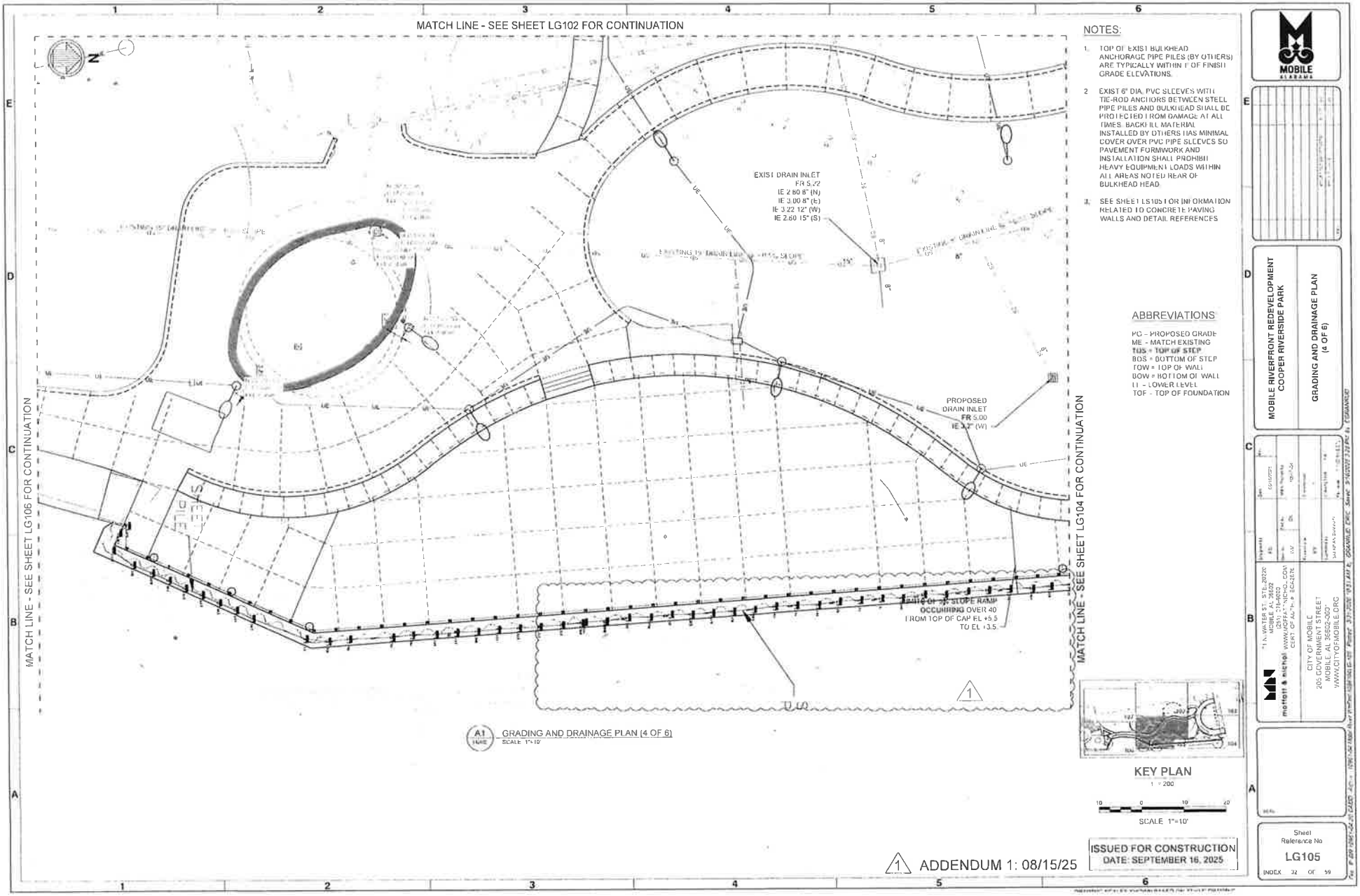
&

1016

ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL

Item	Concept / Proposal	Key constraints / risks	Client decision needed
Turnaround Loop for trucks	1/22/2026: Proposing to add a curved path (as shown below) around the oak tree to allow for a smooth turnaround loop. Monster Float – 12'W x 10'H x 5'D (pictured below) is small and can be pulled by 2 people, not a vehicle. Stakeholder shared the float information.	**- Circular or elliptical shape to be adjusted in field.** **- Shape depends on (and are not limited to) existing utilities, root system, and park features.**	
	1/27/2026: The stakeholders REALLY want the turnaround loop and a seat wall around the oak tree to prevent soil from washing out all over the pavement when it rains, to allow for more seating and to create a uniform look throughout the park with having walls outlining flowerbeds.		**Question 3.** City to confirm M&N to proceed. **Answer 3.** Proceed with including the turnaround loop and 18" tall and 24" wide seat wall around the oak tree. A clean circular shaped seat wall.





NOTES:

1. TOP OF EXIST BULKHEAD ANCHORAGE PIPE PILES (BY OTHERS) ARE TYPICALLY WITHIN 1' OF FINISH GRADE ELEVATIONS.
2. EXIST 6" DIA. PVC SLEEVES WITH TIE-ROD ANCHORS BETWEEN STEEL PIPE PILES AND BULKHEAD SHALL BE PROTECTED FROM DAMAGE AT ALL TIMES. BACKFILL MATERIAL INSTALLED BY OTHERS HAS MINIMAL COVER OVER PVC PIPE SLEEVES SO PAVEMENT FORMWORK AND INSTALLATION SHALL PROHIBIT HEAVY EQUIPMENT LOADS WITHIN ALL AREAS NOTED REAR OF BULKHEAD HEAD.
3. SEE SHEET LS105 FOR INFORMATION RELATED TO CONCRETE PAVING WALLS AND DETAIL REFERENCES

ABBREVIATIONS

PG - PROPOSED GRADE
ME - MATCH EXISTING
TOS = TOP OF STEP
BOS = BOTTOM OF STEP
TOW = TOP OF WALL
BOW = BOTTOM OF WALL
LL - LOWER LEVEL
TOF - TOP OF FOUNDATION

1 ADDENDUM 1: 08/15/25

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

GRADING AND DRAINAGE PLAN
(4 OF 6)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-303
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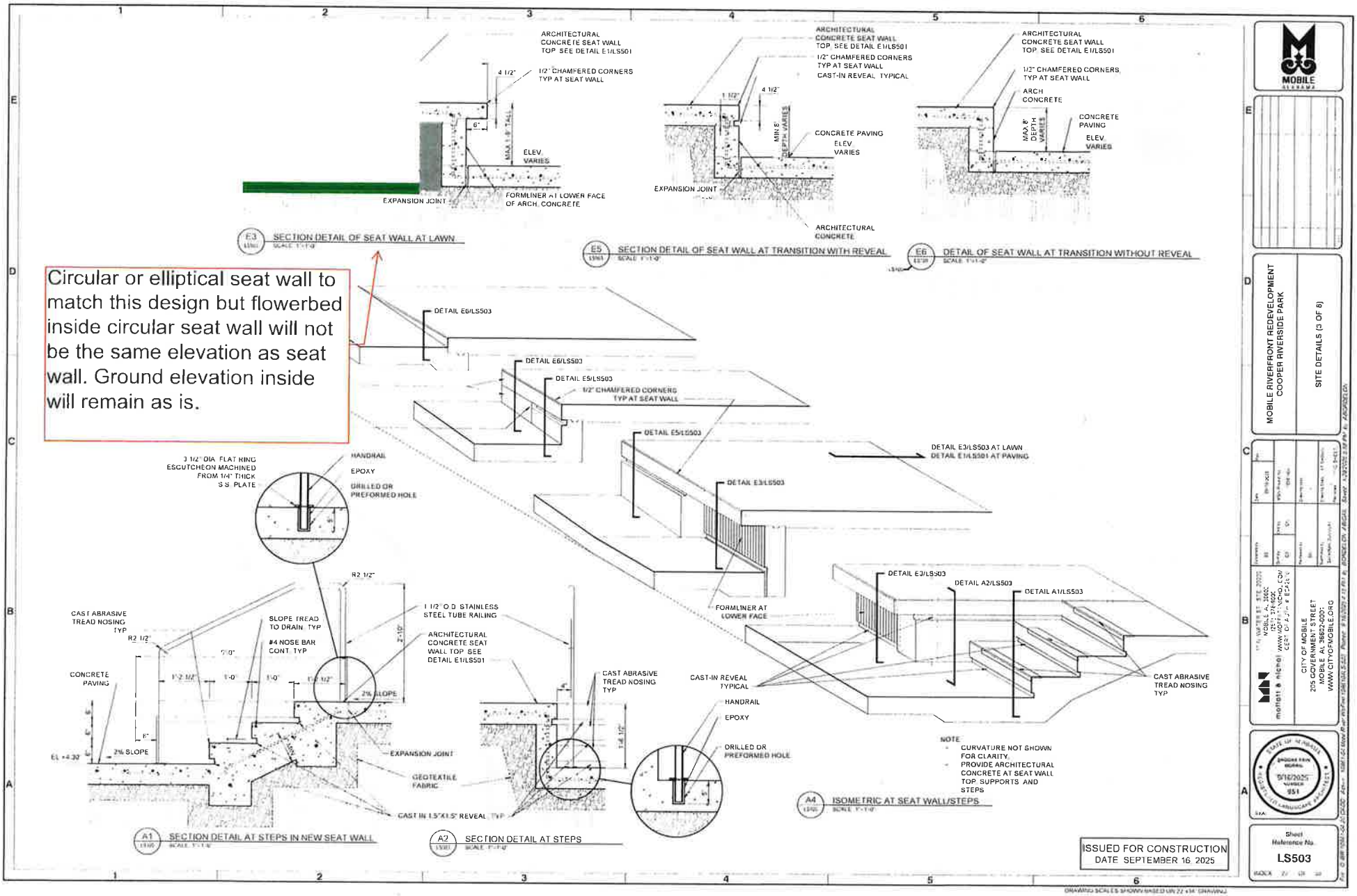
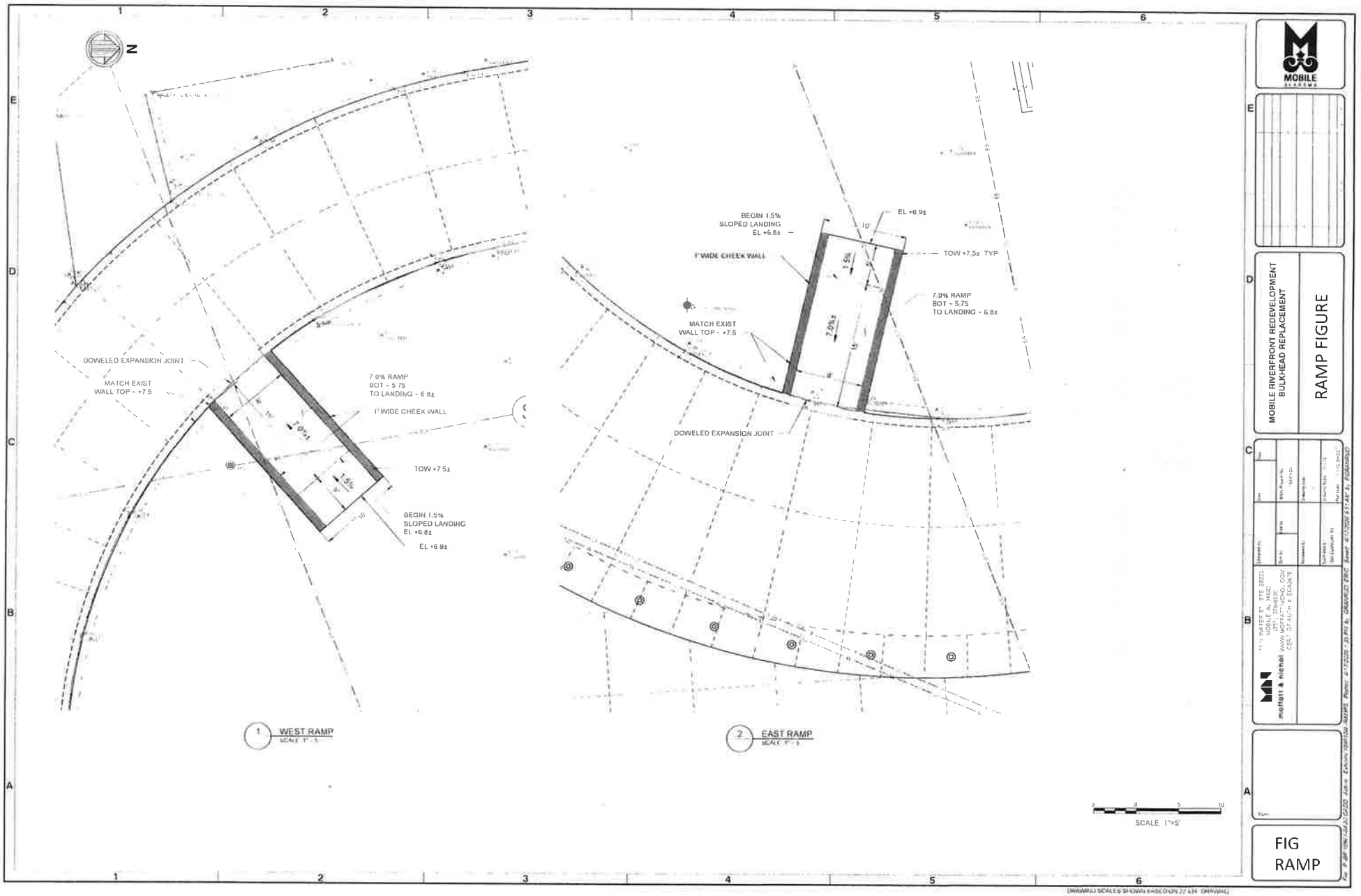
Sheet Reference No
LG105
INDEX 32 OF 59


ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
4 1/2"
6"
MAX 1'-8" TALL
ELEV. VARIES
FORMLINER AT LOWER FACE OF ARCH. CONCRETE
EXPANSION JOINT
E3 SECTION DETAIL OF SEAT WALL AT LAWN
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL CAST-IN REVEAL TYPICAL
1 1/2"
4 1/2"
MIN 8" DEPTH VARIES
CONCRETE PAVING
ELEV. VARIES
EXPANSION JOINT
ARCHITECTURAL CONCRETE
E5 SECTION DETAIL OF SEAT WALL AT TRANSITION WITH REVEAL
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
ARCH CONCRETE
MAX 8" DEPTH VARIES
CONCRETE PAVING
ELEV. VARIES
E6 DETAIL OF SEAT WALL AT TRANSITION WITHOUT REVEAL
Circular or elliptical seat wall to match this design but flowerbed inside circular seat wall will not be the same elevation as seat wall. Ground elevation inside will remain as is.
DETAIL E6/LS503
DETAIL E6/LS503
DETAIL E5/LS503
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
DETAIL E5/LS503
DETAIL E3/LS503
DETAIL E3/LS503 AT LAWN
DETAIL E1/LS501 AT PAVING
FORMLINER AT LOWER FACE
DETAIL E3/LS503
DETAIL A2/LS503
DETAIL A1/LS503
CAST-IN REVEAL TYPICAL
CAST ABRASIVE TREAD NOSING TYP
3 1/2" DIA. FLAT RING ESCUTCHEON MACHINED FROM 1/4" THICK S.S. PLATE
HANDRAIL
EPOXY
DRILLED OR PREFORMED HOLE
R2 1/2"
CAST ABRASIVE TREAD NOSING TYP
R2 1/2"
SLOPE TREAD TO DRAIN, TYP
#4 NOSE BAR CONT. TYP
1 1/2" O.D. STAINLESS STEEL TUBE RAILING
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
CONCRETE PAVING
2% SLOPE
EL +4.33
2% SLOPE
EXPANSION JOINT
GEOTEXTILE FABRIC
CAST IN 1.5"X1.5" REVEAL TYP
A1 SECTION DETAIL AT STEPS IN NEW SEAT WALL
CAST ABRASIVE TREAD NOSING TYP
HANDRAIL
EPOXY
DRILLED OR PREFORMED HOLE
A2 SECTION DETAIL AT STEPS
NOTE
- CURVATURE NOT SHOWN FOR CLARITY. PROVIDE ARCHITECTURAL CONCRETE AT SEAT WALL TOP, SUPPORTS AND STEPS
A4 ISOMETRIC AT SEAT WALL/STEPS
ISSUED FOR CONSTRUCTION
DATE SEPTEMBER 16, 2025
MOBILE
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
SITE DETAILS (3 OF 8)
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602
WWW.CITYOFMOBILE.ORG
moffatt & nichol
9/16/2025
Sheet Reference No.
LS503

1017

WEST & EAST RAMP AND CHEEK WALLS INCLUDING

DEMO


N
DOWELED EXPANSION JOINT
MATCH EXIST
WALL TOP ~ +7.5
7.0% RAMP
BOT ~ 5.75
TO LANDING ~ 6.8±
1' WIDE CHEEK WALL
TOW +7.5±
BEGIN 1.5%
SLOPED LANDING
EL +6.8±
EL +6.9±
1' WIDE CHEEK WALL
BEGIN 1.5%
SLOPED LANDING
EL +6.8±
EL +6.9±
TOW +7.5± TYP
7.0% RAMP
BOT ~ 5.75
TO LANDING ~ 6.8±
MATCH EXIST
WALL TOP ~ +7.5
DOWELED EXPANSION JOINT
1 WEST RAMP
2 EAST RAMP
SCALE 1"=5'
MOBILE
MOBILE RIVERFRONT REDEVELOPMENT
BULKHEAD REPLACEMENT
RAMP FIGURE
moffatt & nichol
FIG
RAMP

1018

STAMPED CONCRETE AT COOPER BENCH





CONCRETE WOOD SEAMLESS STAMPS - OLD WOOD GRAIN PLANK SKINS

$299.09

Stamp:

3 Piece Set

Quantity:

− 1 +

Ships from Illinois (Click for average Ground delivery map)

Shipping: This Product can take 5 to 10 business days to ship out.

Ships via FedEx/UPS only

ADD TO CART

Share

1019

BELGARD TUMBLED CONCRETE PAVERS

late and Granite – From the information I was given, these pavers can be tumbled by a local company to give a more realistic appearance (takes several

STONE

HERITAGE COLLECTION





1020

ADDITIONAL TOPPING COATING TO REPLACE BROKEN

PAVERS

&

1023

JOINTING AT TOPPING SLAB (SIKA

BACKER/POLYETHYLENE BOND BREAKER TAPE

01/29/2026

PL RUSSELL

Regarding: Mobile Riverfront Redevelopment - Cooper Riverside Project
Mobile AL
Concrete Mix Submittal

To Whom It Concerns,

Attached for review is our concrete mix design submittal for the above referenced project. The submittal consist of a cover letter, a submittal form identifying the submitted mix by description, and material certifications stating material compatibility.

If you have any questions or need any additional information, please let us know.

We look forward to serving you on this project.

Sincerely,

Leighton Reynolds
Quality Assurance Manager

Date: 01/29/2026

MMC Materials

Gulfport Office
14312 Creosote Rd.
Gulfport, MS 39503
(228) 868-4853 (MS DISPATCH) - (228) 868-1264 (MAIN)
(251) 408-0700 (AL DISPATCH)

Project: Mobile Riverfront Redevelopment – Cooper Riverside Project
Location: Mobile AL
Contractor: PL RUSSELL

Phone: 251.622.7872
Contact: Leighton Reynolds

To Whom It Concerns,

We are pleased to submit the following concrete mix design(s) for your approval:

Mix	Use	Slump	Air	W/CM	Specified Strength
M4120613 4000 PSI PGVL NO AIR	TOPPING SLAB	2-4\3	0-3\2	0.42	4000 psi @ 28 Days

We guarantee that these mix design(s) yield 27 cubic feet at the point of discharge (before pumping) and are in accord with ACI-318 and ASTM C-94 and will meet the specified strength requirement when sampling, testing and curing are performed and test results are evaluated in accordance with applicable ASTM and/or ACI standards and specifications and when such is executed by personnel certified by ACI. ASTM C-94 requires that the ready-mix producer be given copies of test reports and we request that we receive these reports to properly manage your project. The contractor assumes the responsibility of obtaining approved mix designs prior to placement.

Sincerely,

Leighton Reynolds

CONCRETE MIX DESIGN

DATE: 01/29/2026

CUSTOMER:	**PL RUSSELL**	**MIX NUMBER**	**M4120613**
PROJECT NAME	**Mobile Riverfront Redevelopment – Cooper Riverside Project**	Design Strength	4000 psi @ 28 Days
INTENDED USE	**TOPPING SLAB**		

Material Type	Material Description	Specific Gravity	Mass lbs	Volume Cu.ft.
Aggregate	GRAVEL #8	2.61	**1800**	11.052
	COUCH SAND	2.62	**1301**	7.960
Cement	PLC CEMENT	3.15	**489**	2.488
Additive	BORAL FLYASH CLASS F	2.37	**122**	0.825
Admixture	WATER REDUCING ADMIX	1.06		
	Dosage: 3 fl oz/100 lb CM			
Water	WATER	1	**258**	4.135
Air	Air			0.540
		Total	**3970 lb**	27.00 ft3

Air Content	0-3\2	**Nominal Maximum Size**	3/8" (9.5mm)
Slump	2-4\3	**Unit Weight**	147.05 lb/ft3
W/CM Ratio	0.42		

Note: The above admixture dosage rates are estimated values. These dosage rates may need to be adjusted to compensate for changing environmental conditions and will be adjusted to meet the requirements of the project. Air entraining admixtures are especially impacted due to these changes, and require frequent monitoring and adjustments to ensure air specifications are met. The ranges for these adjustments are listed above.

Upon contractor's request: an accelerating, hydration stabilizing or retarding admixture shall be added to the above mix design to accelerate or slow the set down during placement and finishing. This will not adversely affect the performance of the mix in any way. Delivery tickets will reflect the admixture addition.

To increase the workability of the design without exceeding the w/cm ratio, the contractor shall request a Mid-Range (7.0" MAX) or High-Range (8.5" MAX) Water Reducing admixture to be added as an additional product. Delivery tickets will reflect the addition when a Mid-Range or High Range Water Reducing admixture is ordered.

MMC Materials respectfully requests the air entrained tolerance be modified to meet the design criteria per ACI 318 section 4.4.1 to +/- 1.5%.

MIX DESIGN STATISTICAL DATA

Mix I.D. Number: M4120613

Mix Description: 4000 PSI

Test #	Sample Date	Slump (inches)	Con. Temp°	% Air Content	7 Day Comp PSI	28 Day Comp PSI	28 Day Comp PSI	28 Day Avg.	Moving 3 Day Avg: 28 Day Comp PSI	Moving 10 Std Dev: 28 Day Comp PSI
1	2/11/25	4.00	72		4640	5520	5440	5480		
2	2/12/25	4.00	78		2950	5030	5180	5105		
3	3/28/25	4.50	78		3800	5200	5510	5355	5313	
4	6/29/25	3.00	77		4250	5400	5590	5495	5318	
5	10/23/25	4.00	72		3440	5110	5280	5195	5348	
6	10/23/25	3.75	73		4030	6110	5630	5870	5520	
7	10/23/25	3.50	73		3150	5290	4810	5050	5372	
8	10/23/25	4.50	73		2960	5610	4990	5300	5407	
9	10/23/25	4.00	73		2950	5050	4870	4960	5103	
10	10/23/25	3.25	80		4100	5650	5590	5620	5293	281
11	10/23/25	3.50	73		3000	4990	5080	5035	5205	292
12	10/23/25	4.00	75		2735	5140	5800	5470	5375	288
13	10/23/25	3.50	79		3327	5370	5790	5580	5362	298
14	10/23/25	3.50	86		3810	5580	5590	5585	5545	304
15	10/23/25	3.00	79		2870	5850	5900	5875	5680	336
16	10/23/25	3.00	85		3570	5020	5450	5235	5565	303
17	10/23/25	4.50	72		3400	4970	5230	5100	5403	297
18	10/24/25	2.50	86		5620	6920	6160	6540	5625	470
19	10/24/25	4.50	72		3080	4600	5360	4980	5540	468
20	10/24/25	5.00	70		3250	4780	5140	4960	5493	495
21	10/24/25	4.50	70		2960	4170	5660	4915	4952	507
22	10/24/25	4.50	70		3570	5490	5400	5445	5107	507
23	12/9/25	2.50	69		3330	5230	5420	5325	5228	504
24	12/10/25	4.75	57		3480	4870	4990	4930	5233	519
25	12/10/25	4.75	58		3170	5030	5070	5050	5102	488
26	12/10/25	5.00	58		3030	5060	4710	4885	4955	501
Average		3.90	73					5321	5335	403

26 Test Std. Deviation = 390

$f'_{cr}=f'_c + 1.34s$ = 4522

$f'_{cr}=f'_c + 2.33s-500$ = 4408

AMRIZE
BUILD YOUR AMBITION

Brand: OneCem®
Material: Blended Cement
Type: IL (10) MS

Material Certification Report

Test Period: 01-Aug-2025 to 31-Aug-2025
Date Issued: 11-Sep-2025

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Amrize Cement Inc.	Source Location:	Theodore Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		3051 Hamilton Blvd Theodore, AL 36582
Contact:		Contact:	Zheng Liu / (251) 443-1290

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical

Item	Limit [1]	Result
Sulfate as SO_3 (%)[2] (C114)	3.0 max	3.4
Loss on Ignition (%) (C114)	10.0 max	4.1
$CaCO_3$ in Limestone (%) (C114)	40 min	90
Total $CaCO_3$ + $MgCO_3$ in LS (%)[4] (C114)	70 min	91

Physical

Item	Limit [1]	Result
+45 um (No. 325) Sieve (%) (C430)	-	1.3
Blaine Fineness (m^2/kg) (C204)	-	507
Density (g/cm^3) (Specific Gravity) (C188)	-	3.10
Initial Vicat (minutes) (C191)	45-420	97
Air Content (%) (C185)	12 max	6
Compressive Strength MPa (psi) (C109)		
3 day	13.0 (1890) min	28.3 (4100)
7 day	20.0 (2900) min	37.2 (5400)
28 day (previous month's data)	25.0 (3630) min	50.9 (7380)
Mortar Bar Expansion (%) (C1038)	0.020 max	0.004
Sulfate Exp. @180 days (%)[3] (C1012)	0.10 max	0.07

Test Data on ASTM Optional Requirements

Chemical

Item	Limit [1]	Result
Limestone (%) (C595)	12.5 max	9.1

Physical

Item	Limit [1]	Result

Notes (*1-9)

[1] Dashes in the Limit/Result columns mean Not Applicable.
[2] It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.
[3] Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.
[4] LS is the abbreviation for limestone.
This data may have been reported on previous Material Certification Reports. It is typical of the cement being currently shipped.

Printed: 9/11/2025 12:24:07 PM
Version: 180412

Zheng Liu.
Quality Manager

ECOMATERIAL TECHNOLOGIES

Materials Testing & Research Facility
2650 Old State Hwy 113
Taylorsville, GA 30178
770-684-0102

ASTM C618 / AASHTO M295 Testing of Barry Class F Coal Ash

Sample Date: 4/1 - 4/30/25
Sample Type: Monthly
Sample ID: Unit 5 Silo

Report Date: 6/25/2025
MTRF ID: 250792

Chemical Analysis	Results	ASTM Limit Class F / C	AASHTO Limit Class F / C
Silicon Dioxide (SiO2)	61.16 %		
Aluminum Oxide (Al2O3)	19.86 %		
Iron Oxide (Fe2O3)	7.67 %		
Sum (SiO2+Al2O3+Fe2O3)	88.69 %	50.0 min	50.0 min
Sulfur Trioxide (SO3)	0.44 %	5.0 max	5.0 max
Calcium Oxide (CaO)	2.66 %	18.0 max / >18.0	18.0 max / >18.0
Magnesium Oxide (MgO)	1.49 %		
Sodium Oxide (Na2O)	1.66 %		
Potassium Oxide (K2O)	2.04 %		
Total Alkali (Sodium Oxide Equivalent)	3.0 %		
Moisture	0.07 %	3.0 max	3.0 max
Loss on Ignition	0.77 %	6.0 max	5.0 max
Physical Analysis			
Fineness, % retained on 45-µm sieve	16.21 %	34 max	34 max
Strength Activity Index - 7 or 28 day requirement			
7 day, % of control	86 %	75 min	75 min
28 day, % of control	99 %	75 min	75 min
Water Requirement, % control	94 %	105 max	105 max
Density, ASTM C604	2.44 g/cm3		

The test data listed herein was generated by applicable ASTM methods. The reported results pertain only to the sample(s) or lot(s) tested. This report cannot be reproduced without permission from EM Resources LLC. This material meets the requirements of Florida DOT 929 specification and Mississippi DOT Section 714.05.2.

Meeting either 7-day or 28-day strength activity index indicates specification compliance

Tyler Lambert
QA Manager

AASHTO ACCREDITED



AGGREGATE GRADATION - SPECIFIC GRAVITY - EVAPORABLE MOISTURE

SOURCE and SAMPLING INFORMATION

Aggregate Source:	Couch	Aggregate Type:	#8
Source Base FM:		Sample # :	
Sampling Location:	Plant Stockpile	Corresponding Split Sample # :	
Quantity Represented:			
Sampled by:	LR	Date Sampled:	11/17/2025
Tested by:	LR	Date Tested:	11/18/2025

Initial Dry Weight (grams): 1047.0 — Minimum Initial Dry Weight Required (grams): 1000 — Acceptable

Record all weights to the nearest 0.1 grams

Sieve		Weight Retained Cumulative (grams)	Weight Retained Individual (grams)	Percent Retained Cumulative (%)	Percent Retained Between Sieves (%)	Total Percent Passing (%)	Required Percent MIN (%)	Required Percent MAX (%)	Gradation Status
2 inch	63.0 mm	0.0				100.0			
1-1/2 inch	50.0 mm	0.0				100.0			
1-1/4 inch	37.5 mm	0.0				100.0			
1 inch	25.0 mm	0.0				100.0			
3/4 inch	19.0 mm	0.0				100.0			
1/2 inch	12.5 mm	0.0				100.0	100	100	Acceptable
3/8 inch	9.5 mm	56.0	56.0	5.3	5.3	94.7	85	100	Acceptable
No. 4	4.75 mm	912.0	856.0	87.1	81.8	12.9	10	30	Acceptable
No. 8	2.36 mm	1038.0	126.0	99.1	12.0	0.9	0	10	Acceptable
No. 16	1.18 mm	1041.0	3.0	99.4	0.3	0.6	0	5	Acceptable
No. 30	0.6 mm	0.0	-1041.0						
No. 40	0.425 mm	0.0							
No. 50	0.3 mm	0.0							
No. 100	0.15 mm	0.0							
Pan		1046.0	1046.0	99.9					
Total		1046.0							

Required Final Dry Weight Range (grams): 1043.9 — 1050.1 — Acceptable

GRADATION SUMMARY

Did the Initial Dry Sample Weight meet or exceed the Minimum required weight? Yes.
Did the gradation meet all the requirements for gradation? Yes.
Is the Total Weight within 0.3% of Initial Dry Weight? Yes.

Sieve size: 16 x 24 inch
Was any sieve overloaded? No.

Fineness Modulus: 5.91

GRADATION STATUS: Acceptable

SPECIFIC GRAVITY INFORMATION

Record all weights to the nearest 0.1 grams

FINE AGGREGATE

Pycnometer Method

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of pycnometer filled with water:	B	Bulk SG (SSD Basis):	
Mass of pycnometer with specimen and water to calibration mark:	C	Apparent SG:	
Mass of saturated, surface-dry specimen:	S	Absorption (%):	

COARSE AGGREGATE

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of saturated, surface-dry specimen in air:	B	Bulk SG (SSD Basis):	
Mass of saturated sample in water:	C	Absorption (%):	

EVAPORABLE MOISTURE

Record all weights to the nearest 0.1 grams

Mass of original sample:	W
Mass of dried sample:	D
Total evaporable moisture content of sample (%):	P
Surface moisture (%):	SM

Comments:

SIGNATURE



AGGREGATE GRADATION - SPECIFIC GRAVITY - EVAPORABLE MOISTURE

SOURCE and SAMPLING INFORMATION

Aggregate Source:	Couch	Aggregate Type:	Fine
Source Base FM:		Sample # :	
Sampling Location:	Plant Stockpile	Corresponding Split Sample # :	
Quantity Represented:	Theodore Plant		
Sampled by:	LR	Date Sampled:	9/25/2025
Tested by:	LR	Date Tested:	9/26/2025

Initial Dry Weight (grams): 464.1 — Minimum Initial Dry Weight Required (grams): 300 — Acceptable

Record all weights to the nearest 0.1 grams

Sieve		Weight Retained (grams) Cumulative	Weight Retained (grams) Individual	Percent Retained (%) Cumulative	Percent Retained (%) Between Sieves	Total Percent Passing (%)	Required Percent (%) MIN	Required Percent (%) MAX	Gradation Status
2 inch	63.0 mm	0.0				100.0			
1-1/2 inch	50.0 mm	0.0				100.0			
1-1/4 inch	37.5 mm	0.0				100.0			
1 inch	25.0 mm	0.0				100.0			
3/4 inch	19.0 mm	0.0				100.0			
1/2 inch	12.5 mm	0.0				100.0			
3/8 inch	9.5 mm	0.0				100.0	100	100	Acceptable
No. 4	4.75 mm	9.6	9.6	2.1	2.1	97.9	95	100	Acceptable
No. 8	2.36 mm	37.2	28.6	8.2	6.1	91.8	80	100	Acceptable
No. 16	1.18 mm	72.0	33.8	15.5	7.3	84.5	50	85	Acceptable
No. 30	0.6 mm	235.0	163.0	50.6	35.1	49.4	25	60	Acceptable
No. 40	0.425 mm	256.1	20.1	55.0	4.4	45.0			
No. 50	0.3 mm	399.5	143.4	85.9	30.9	14.1	5	30	Acceptable
No. 100	0.15 mm	457.4	57.9	98.3	12.4	1.7	0	10	Acceptable
Pan		464.1	7.7	100.0					
Total		464.1							
						Required Final Dry Weight Range (grams)	462.7	465.5	Acceptable

GRADATION SUMMARY

Did the Initial Dry Sample Weight meet or exceed the Minimum required weight?	Yes.
Did the gradation meet all the requirements for gradation?	Yes.
Is the Total Weight within 0.3% of Initial Dry Weight?	Yes.
Sieve size:	8 inch dia.
Was any sieve overloaded?	No.
Fineness Modulus:	2.61
GRADATION STATUS:	Acceptable

SPECIFIC GRAVITY INFORMATION

Record all weights to the nearest 0.1 grams

FINE AGGREGATE

Pycnometer Method

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of pycnometer filled with water:	B	Bulk SG (SSD Basis):	
Mass of pycnometer with specimen and water to calibration mark:	C	Apparent SG:	
Mass of saturated, surface-dry specimen:	S	Absorption (%):	

COARSE AGGREGATE

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of saturated, surface-dry specimen in air:	B	Bulk SG (SSD Basis):	
Mass of saturated sample in water:	C	Absorption (%):	

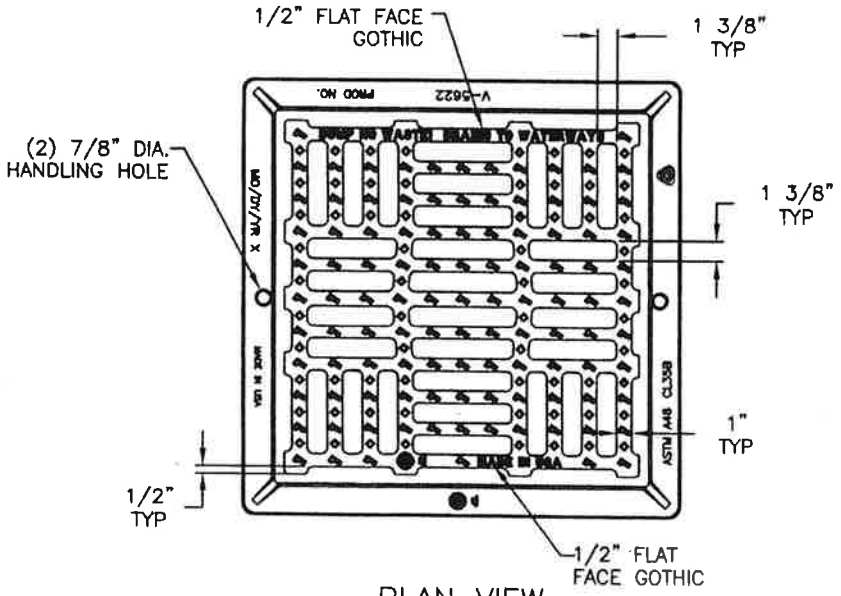
Comments:

SIGNATURE

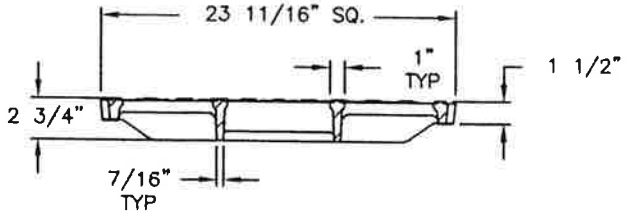
1021

INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE

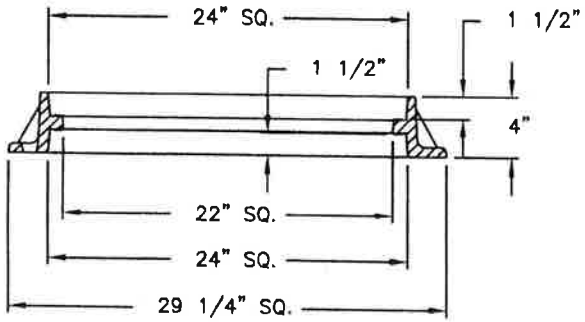
V5622 Assembly



PLAN VIEW



GRATE SECTION



FRAME SECTION

NOTE:FRAME IS REVERSIBLE

Product Number
45622050A01

Design Features
-Materials
Frame
Gray Iron (CL35B)
Grate
Ductile Iron (70-50-05)

-Design Load
Heavy Duty
-Open Area
274 Sq. Inches
-Coating
Undipped
- √ Designates Machined Surface

Certification
- ASTM A48
- ASTM A536
-
-Country of Origin: USA

Major Components
45622010
45622050

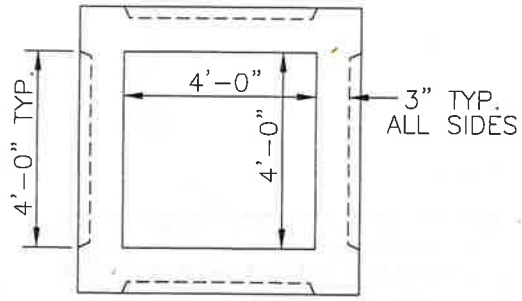
Drawing Revision
06/02/2017 Designer: MAH
03/19/2018 Revised By: DVD

Disclaimer
Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

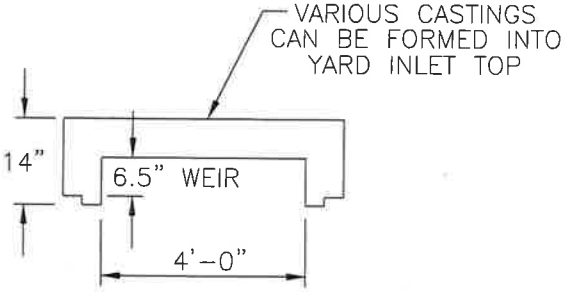
CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2012 EJ GROUP, Inc. All rights reserved.

Contact
800 626 4653
ejco.com

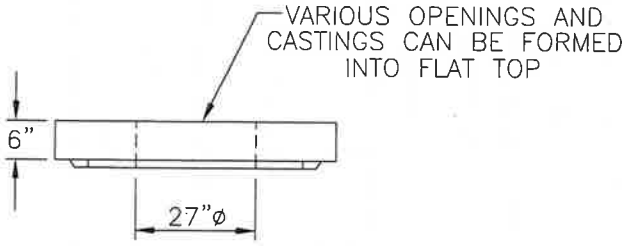
PRECAST DRAINAGE KNOCK-OUT PANEL STRUCTURES



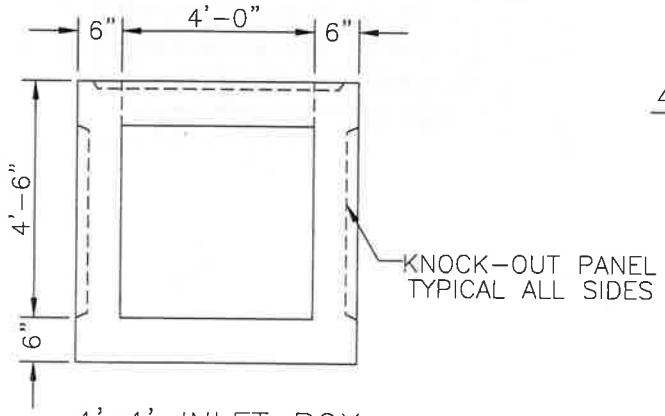
4'x4' INLET BOX
PLAN VIEW



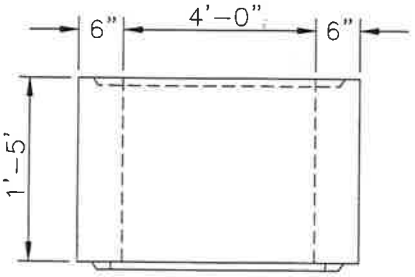
4'x4' YARD INLET TOP
WEIGHT=2,077 lbs.



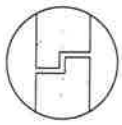
4'x4' INLET BOX FLAT TOP
WEIGHT=2,004 lbs.



4'x4' INLET BOX
PROFILE VIEW
WEIGHT=5,700 lbs.



4'x4' INLET BOX RISER
WEIGHT=1,400 lbs./ft.



TYPICAL INLET
BOX JOINT

NOTES:
- GRADE 60 REINFORCEMENT
- FOR HS20 LOADING
- 4,000 PSI CONCRETE

NO SCALE

ALL DIMENSIONS SUBJECT TO ALLOWABLE SPECIFICATIONS TOLERANCES

CONC. & REINF. SPECS

CONCRETE TO BE 4,000 PSI IN 28 DAYS UNLESS OTHERWISE SPECIFIED.

REINFORCING TO BE PER ASTM C-913 CLASS 700 UNLESS OTHERWISE SPECIFIED WITH:

SIZE	Ash (in.2/ft)	Asv (in.2/ft)
2'x2'	.14	.14
3'x3'	.14	.14
4'x4'	.14	.14
5'x5'	.27	.14
6'x6'	.27	.14

FRAME & GRATE OR MANHOLE CASTING PER ENGINEERS DESIGN.

MADE IN THE USA



4'x4' INLET BOX SECTIONS

UNIVERSAL PRECAST, INC.
THEODORE, AL

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 64,338.62

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2 **$ 2,944,058.30**

			SCHEDULE			
Scope	Item #	Description	Unit	Quantity	Unit Price	Bid Amount
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22
TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades
CONTRACT NO: 5566
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 64,338.62
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2	**$ 2,944,058.30**

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
Site Furnishings	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**
					Change Order No.1 total:	**$ 120,219.68**

	Item #	Description	Unit	Quantity	Unit Price	Amount
CHANGE ORDER NO.2	1010	Replace Conduit, Conductors, Panel, & Receptacles the Receptacle Pedestal will be built like detail e1	Lump Sum	1	$ 15,326.00	$ 15,326.00
	1011	Replace Conduit & Conductors to Receptacle Pedestal marked a1/e-502 Replace Receptacles	Lump Sum	1	$ 5,091.00	$ 5,091.00
	1012	Furnish & Install Receptacle Pedestal in Planter Adjacent to the Ampitheater per site plan	Lump Sum	1	$ 3,959.00	$ 3,959.00
	1013	Add Conduit for Cabling to be Installed to Cameras & Cabling to be Furnished & Installed by others	Lump Sum	1	$ 1,063.00	$ 1,063.00
	1014	Furnish & install (10) surface mount bollards circuit #2 to be used excludes costs to repair area after excavation	Lump Sum	1	$ 45,280.00	$ 45,280.00
	1015	Circular Seat Wall at Oak Tree (Front of Restroom)	Lump Sum	1	$ 64,782.00	$ 64,782.00
	1016	Additional Concrete Paving at New Seat Wall	Square Yards	171	$ 179.67	$ 30,723.57
	1017	West & East Ramp and Cheek Walls Including Demo	Lump Sum	2	$ 10,183.00	$ 20,366.00
	1018	Stamped Concrete at Cooper Bench – Wood Plank Pattern	Square Feet	180	$ 29.31	$ 5,275.80
	1019	Belgard Tumbled Concrete Pavers	Square Feet	1,080	$ 17.95	$ 19,386.00
	1020	Additional topping coating to replace broken pavers	Square Feet	260	$ 18.25	$ 4,745.00
	1021	Install 8" hdpe pipe (60 lf) and 2' x 2' inlet grate	Lump Sum	1	$ 3,500.00	$ 3,500.00
	1022	Pressure wash amphitheater	Lump Sum	1	$ 2,152.50	$ 2,152.50

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 64,338.62
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2	**$ 2,944,058.30**

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
CHANGE ORDER NO.2	1023	Jointing at topping slab (sika backer/polyethylene bond breaker tape	Lump Sum	1	$ 688.75	$ 688.75
	1024	Remove from scope - installation of flag poles	Lump Sum	1	$ (142,000.00)	$ (142,000.00)
	1025	Remove from scope - concrete flagpole foundations, includes reinforcement and aggregate sub-base shown on plans and details	Lump Sum	1	$ (16,000.00)	$ (16,000.00)
					Change Order No.2 total:	**$ 64,338.62**
					Contract Amount after Change Order:	**$ 2,944,058.30**

MOBILE
ALABAMA

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: THREE (3)

PROJECT NO: PR-029-22 **DATE:** April 27, 2026

TO CONTRACTOR: PL Russell, LLC. **CONTRACT DATE:** November 24, 2025

ADDRESS: 251 Saint Anthony St.,
Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:
1. Increase the contract amount to $3,227,354.24.
2. Complete the scope of work as referenced in the attachments.
3. Extend contract Substantial Completion date to July 2, 2026 (9 calendar days).

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$184,558.30
Contract Sum prior to Change Order No.3	$2,944,058.30
Contract Sum will be INCREASED by Change Order No.3 in the amount of	$283,295.94
New Contract Sum including this Change Order will be	$3,227,354.24
Contract Substantial Completion date prior to Change Order No.3	June 22, 2026
Contract Substantial Completion date will EXTEND to	July 2, 2026

As of this Change Order No.3, the Contract Sum is $3,227,354.24 and the Substantial Completion date is July 2, 2026.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

4/29/26
Date

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION
MOBILE
ALABAMA
ENDURING PROGRESS
FOUNDED 1702

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES RESTROOM FACILITY IMPROVEMENTS
CHANGE ORDER NO:	THREE (3)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number three (3) to contract with PL Russell, LLC., dated April 27, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memos.

[X] 6. Other: See attached detailed summary.

This memorandum supports the need to include the Restroom Facility Improvements into Great Lawn Upgrades contract with PL Russell, LLC. through Change Order rather than Competitive Bidding:

1. Within the "General Scope" of PL Russell's contract

The Restroom work falls within the general scope of the Great Lawn Upgrades contract and is most efficiently and cost-effectively performed by the Contractor (PL Russell) because:

- The Restroom footprint is within Cooper Riverside Park (same project site / same park) where the contractor is already working.
- The Restroom work involves similar trades (concrete, utilities, finishes, site coordination)
- The Great Lawn (Park) utilities and hardscape interface with the building.

2. Logical Integration with Existing Work

The Restroom work is necessary to complete the Great Lawn Upgrades project because the restroom work is tied to:

- Utility upgrades (water, sewer, electrical)
- ADA compliance improvements
- Drainage and grading modifications
- Hardscape tie-ins and foundation interfaces

3. Feasibility and Foreseeability

- The Contractor is already on site, saving the City from paying additional mobilization cost by having another general contractor onsite.
- The City did not have the funds to investigate / incorporate the Restroom work into the Great Lawn Upgrades project at the time of bidding but now has the approved funds to do so.
- The extent of the present condition / issue prompting the Restroom work was not foreseeable at the time of the Great Lawn Upgrades contract execution. It arose during the normal course of design and investigation work and could not reasonably have been anticipated by the design team or City staff without subject matter experts.

4. Project Completion and Phasing

- Aligning Restroom and Park elements to be performed simultaneously is necessary to ensure the proper and complete execution of Cooper Riverside Park and is necessary to achieve substantial completion of the overall Cooper Riverside Park projects.
- The reopening of Cooper Riverside Park depends on a functional restroom facility, utility activation, and proper final inspections. Failure to perform this work would result in non-compliance with overall Cooper Riverside Park project goals and would compromise project integrity or safety.

5. Recommendation

Based on above information, and review of the conditions:

- It is **not** in the City's best interest to pursue competitive bidding due to urgency, integration with existing work, and minimal cost.
- It **is** in City's best interest to incorporate the Restroom Improvements scope of work into the Great Lawn Upgrades project (via Change Order to PL Russell, LLC. contract) in the interest of project coherence, efficiency, completion time frame, and cost conservation.

Signature: 
Name: Jake Clements
Title: Project Manager
Firm / Company: City of Mobile

MAURINARCHITECTURE P.C.

Karrie Maurin, RA, CSI-CDT
karrie@maurinarch.com
C: 850-221-0670
Robert Maurin, RA, CSI-CDT
robert@maurinarch.com
C:850-485-4803

April 23, 2026

Mr. Jake Clements
Project Manager
Programs & Project Management
City of Mobile
205 Government Street
Mobile, AL 36633
O: 251-208-1138
C: 251-431-4290
jake.clements@cityofmobile.gov

Re : Great Lawn Upgrades Project - Review Change Order Request #3

Dear Jake:

Maurin Architecture, P.C. (MAPC) has reviewed the following Change Order Request from the Contractor:

1. Description of Change Order
This Change Order covers the following work:
This Change Order adds the renovation of the existing park restroom facility to the Contract. Work includes architectural upgrades, plumbing fixture replacement, electrical and mechanical upgrades, ADA compliance modifications, permitting, and all associated labor, materials, equipment, and supervision necessary to complete the work in accordance with attached drawings and specifications.

2. Origin of Change Order
This Change Order was initiated by: The City of Mobile Project Manager (Jake Clements) and the Architect of Record (Karrie Maurin)

3. Necessity or Desirability of Change
This Change Order is necessary and/or desirable because:
Renovation of the park restroom facility is necessary to address deterioration, ensure public health and safety, achieve ADA and code compliance, preserve public assets, and provide a functional and welcoming amenity consistent with community standards and expectations.

Inclusion of the restroom renovation within the existing park construction contract is necessary to ensure coordinated utility integration, cost efficiency, schedule optimization, regulatory compliance, and delivery of a complete and functional park facility to the public. Executing this work under the current contract avoids additional procurement time and expense while ensuring the restroom facility meets current safety, accessibility, and operational standards.

4. Justification for Change Order Rather Than Competitive Bidding
The additional work falls within the general scope of the original contract and is most efficiently and cost-effectively performed by the Contractor who will be on site. Competitive bidding was not pursued due to urgency, integration with existing work, and minimal cost.

601 ST ANTHONY STREET MOBILE ALABAMA 36603 O: 251-690-7460 INFO@MAURINARCH.COM

MAURINARCHITECTURE P.C.

Project: Great Lawn Upgrades
COR #3

5. Statement of Price Review and Recommendation
The proposed pricing for this Change Order has been reviewed in detail and found to be fair, reasonable, and consistent with industry standards and prior rates established in the original contract. I therefore recommend approval of this Change Order in the amount of:
$283,295.94

Please let me know if you have any questions or require additional information.

Respectfully,

Karrie Maurin, RA, CSI-CDT
Maurin Architecture, P.C.

Cc: Jake Clements,

Attachments: COR #3

301 ST ANTHONY STREET MOBILE, ALABAMA 36603 O 251-690-7460 INFO@MAURINARCH.COM

Cooper Riverside Park - Bathroom Repairs

PL RUSSELL

PL Russell LLC

251 Saint Anthony Street
Mobile, AL 36603
Contact:
Phone:
Fax:

Quote To:

Phone:
Fax:

Job Name:
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	General Requirements	1.00	LS	22,467.04	22,467.04
20	ADA Drinking Fountain	1.00	LS	11,195.71	11,195.71
30	Demolition	1.00	LS	24,805.58	24,805.58
40	CMU Wall	1.00	LS	9,413.33	9,413.33
50	Epoxy Flooring - Resurface and epoxy paint	1.00	LS	13,883.15	13,883.15
60	Electrical - removing outdoor color changing light	1.00	LS	75,991.96	75,991.96
70	Plumbing	1.00	LS	43,082.67	43,082.67
80	Fixtures/Doors	1.00	LS	20,271.83	20,271.83
90	Prep/Prime/Paint	1.00	LS	27,802.33	27,802.33
100	Gates	1.00	LS	6,089.10	6,089.10
110	Amenities	1.00	LS	6,413.55	6,413.55
120	Cap Repairs	1.00	LS	8,433.16	8,433.16
130	Gutter Replacement	1.00	LS	1,826.73	1,826.73
140	Backwater Gate Valve	1.00	LS	3,052.55	3,052.55
150	Flood vents in walls	5.00	EA	1,713.45	8,567.25
GRAND TOTAL					**$283,295.94**

NOTES:

1. Price includes all work associated with plans and specifications for bathroom repairs.
2. Price includes additional bond price for PL Russell under current contract.
3. Price excludes sales tax and amterial testing.
4. Price excludes all work relating to security cameras.

Ben Russell

PROJECT NO: PR-029-22
TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades
CONTRACT NO: 5566
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: PL Russell, LLC.

MOBILE ALABAMA

DATE: 4/22/2026

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			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
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	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
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	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00
Site Furnishings	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00

PROJECT NO: PR-029-22
TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades
CONTRACT NO: 5566
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: PL Russell, LLC.

MOBILE ALABAMA

DATE: 4/22/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 283,295.94
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.3	**$ 3,227,354.24**

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc.,. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**
					Change Order No.1 total:	$ 120,219.68
					Change Order No.2 total:	$ 64,338.62

CHANGE ORDER NO.3

	Item #	Description	Unit	Quantity	Unit Price	Amount
CHANGE ORDER NO.3	1010	General Requirements	Lump Sum	1	$ 22,467.04	$ 22,467.04
	1011	ADA Drinking Fountain	Lump Sum	1	$ 11,195.71	$ 11,195.71
	1012	Demolition	Lump Sum	1	$ 24,805.58	$ 24,805.58
	1013	CMU Wall	Lump Sum	1	$ 9,413.33	$ 9,413.33
	1014	Flooring - Resurface and Epoxy Paint	Lump Sum	1	$ 13,883.15	$ 13,883.15
	1015	Electrical - Removing Outdoor Color Changing Lights	Lump Sum	1	$ 75,991.96	$ 75,991.96
	1016	Plumbing	Lump Sum	1	$ 43,082.67	$ 43,082.67
	1017	Fixtures/Doors	Lump Sum	1	$ 20,271.83	$ 20,271.83
	1018	Prep/Prime/Paint	Lump Sum	1	$ 27,802.33	$ 27,802.33
	1019	Gates	Lump Sum	1	$ 6,089.10	$ 6,089.10
	1020	Amenities	Lump Sum	1	$ 6,413.55	$ 6,413.55
	1021	Cap Repairs	Lump Sum	1	$ 8,433.16	$ 8,433.16
	1022	Gutter Repleacement	Lump Sum	1	$ 1,826.73	$ 1,826.73
	1023	Backwater Gate Valve	Lump Sum	1	$ 3,052.55	$ 3,052.55
	1024	Flood Vents in Walls	Each	5	$ 1,713.45	$ 8,567.25
					Change Order No.3 total:	**$ 283,295.94**
					Contract Amount after Change Order:	**$ 3,227,354.24**

CITY OF MOBILE
COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION
PO 25014360-00

1 GOVERNMENT STREET
MOBILE, ALABAMA 36602

ADD ALTERNATES

ADD ALT #
INSTALL OR CHANGE LIGHT FIXTURES AND CONTROL SYSTEM ON TOP OF EAST ENTRY WALL ONLY
LIGHT CONTROLS TO COORDINATE WITH SCHEMES OF ADJACENT BUILDING DOWNTOWN
SEE ELECTRICAL DESIGN AND SPECIFICATION FOR FIXTURES AND CONTROLS

ADD ALT #
INSTALL NEW DRINKING FOUNTAIN PER DETAIL ON 2/A-1.1 AND PLUMBING DESIGN SHEETS
NOTE INSTALLATION LOCATION TO BE COORDINATED AND APPROVED BY PROJECT MANAGER PRIOR TO PRICING AND INSTALLATION

UNIT COSTS

UNIT COST #1
REPLACE AND INSTALL PRE-FINISHED METAL GUTTERS PER LINEAR FOOT UNIT COST

UNIT COST #2
REPLACE AND INSTALL PRE-FINISHED METAL DOWNSPOUTS PER SINGLE COMPLETE UNIT FROM GUTTER TO SPLASH BLOCK

UNIT COST #3
REPLACE AND INSTALL NEW SHEET METAL FLASHING TO MATCH EXISTING IN MATERIAL, SIZE AND CONFIGURATION AS REQUIRED PER LINEAR FOOT COST

PROJECT TEAM

PROPERTY OWNER
CITY OF MOBILE
(NAME)
(ADDRESS)
MOBILE, AL 36602
CONTACT: (NAME, TITLE)
(251) 208-7400 OFFICE
(251) 191-1500 CELL

ARCHITECT
WALKER ARCHITECTURE, LLC
601 ST. ANTHONY STREET
MOBILE, AL 36603
CONTACT: KATIE WALKER, PE
(251) 690-7401 OFFICE
(850) 291-0106 CELL

STRUCTURAL
BARTON & LOGAN ENGINEERING, LLC
3115 MIDTOWN PARK SOUTH
MOBILE, AL 36606
CONTACT: ROBERT BARTON, PE
(251) 200-4567 OFFICE
(251) 689-1234 CELL

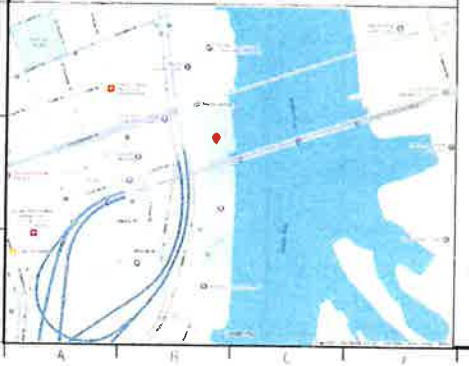
MECHANICAL & PLUMBING
SMITH MECHANICAL CONSULTING & DESIGN, LLC
87 ST JOSEPH STREET, SUITE 1100
MOBILE, AL 36602
MICHAEL JOHN CONTACT ROGER SMITH, PE
(251) 432-5678
EMAIL: roger@smithmep.us

ELECTRICAL
LOGAN CONSULTING
(CONTACT, ENGINEER NAME, PE)
(251) 431-4567
EMAIL: (EMAIL@LOGAN.US)

LOCATION MAP



VICINITY MAP



GENERAL PROJECT NOTES

1. THE CONTRACT DOCUMENTS CONSIST OF THIS SET OF DRAWINGS, ALL ADDENDA, CONSTRUCTION CHANGE DIRECTIVES, CHANGE ORDERS, THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR, CONDITIONS OF THE CONTRACT, INTERIOR DESIGN DOCUMENTS, GEOTECHNICAL REPORT AND ANY OTHER INFORMATION WRITTEN AND MUTUALLY AGREED UPON BETWEEN THE OWNER AND CONTRACTOR.
2. THESE DRAWINGS ARE COMPLEMENTARY AND INTERRELATED. WORK OF ANY INDIVIDUAL TRADE IS NOT CONFINED TO SPECIFIC DOCUMENTS, CHAPTERS OR LOCATIONS.
3. THE CONTRACTOR SHALL COMPLY WITH ALL CODES AND ORDINANCES IN EFFECT AT THE TIME THE PERMIT IS ISSUED.
4. IF DISCREPANCIES OR INCONSISTENCIES IN THE DOCUMENTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING.
5. CONSTRUCTION TECHNIQUES, PROCEDURES, SEQUENCING AND SCHEDULING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL PENETRATIONS IN RATED CONSTRUCTION ARE TO BE SEALED WITH APPROPRIATE MATERIALS AS INDICATED BY THESE DOCUMENTS OR OTHERWISE REQUIRED BY INSPECTORS OR APPLICABLE CODES AND ORDINANCES.
7. DO NOT SCALE DRAWINGS. ONE DIMENSION ONLY. ALL DIMENSIONS MUST BE VERIFIED ON THE JOB AND THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
8. IT IS THE INTENT OF THE DOCUMENTS TO PROVIDE A COMPLETELY WATERPROOF BUILDING ENVELOPE. REPORT TO ARCHITECT ANY CONDITION THAT WOULD PREVENT THIS IMMEDIATELY.
9. COORDINATE LOCATION AND/OR ELEVATIONS OF FLOOR DRAINS, REGISTERS, GRILLES, LOUVERS, DIFFUSERS, UNIT HEATERS, FANS, ETC. WITH MECHANICAL AND ELECTRICAL CONTRACTORS AND ARCHITECTURAL DRAWINGS.
10. THERE SHALL BE NO BACK-TO-BACK ELECTRICAL, TELEPHONE, OR OTHER OUTLETS.
11. ALL LUMBER IN CONTACT W/ CONCRETE OR CMU TO BE FIRE RETARDANT PRESSURE TREATED. ALTERNATE IS BLOCKING USE MINIMUM OF 1x CAUSE X 8" MATERIAL SHALL BE USED WITH METAL FASTENERS.
12. WHERE A DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY TO ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS.
13. ALL ABBREVIATIONS, MATERIAL AND SYMBOLS INDICATED MAY OR MAY NOT BE USED.
14. FOLLOW MANUFACTURER'S INSTRUCTION SPECIFICATIONS, DETAILS AND INSTRUCTIONS FOR ALL CONSTRUCTION MATERIALS AND SYSTEMS.
15. THE CONTRACTOR SHALL FOLLOW MANUFACTURER'S INSTRUCTIONS, DETAILS & SPECIFICATIONS FOR ALL CONSTRUCTION MATERIALS & SYSTEMS.
16. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, IDENTIFYING & COORDINATING EXISTING UTILITIES PRIOR TO ANY WORK.
17. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE & BECOMING FAMILIAR WITH THE WORK SCOPE. ANY NONSTRUCTURAL CONFLICTS ARE TO BE ADDRESSED TO THE ARCHITECT PRIOR TO THE START OF ANY WORK. ALL WORK METHODOLOGY & SEQUENCING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
18. THESE CONSTRUCTION DOCUMENTS COMPLY WITH THE 2021 IBC AS REQUIRED.

INDEX OF DRAWINGS

	SHEET NAME	REV	DATE
T1.1	TITLE SHEET	R1	02.10.26
BCS1	BUILDING CODE SUMMARY	R1	02.10.26
EP1	LIFE SAFETY PLAN & ANALYSIS	R1	02.10.26
A1.1	ARCHITECTURAL SITE PLAN & DETAIL PLAN	R1	02.10.26
AD1.1	DEMOLITION PLAN & RCP DEMO & NEW	R1	02.10.26
A2.1	FLOOR PLANS - NEW WORK & DIMENSION	R1	02.10.26
A2.1	INTERIOR ELEVATIONS & DETAIL SECTIONS	R1	02.10.26
A2.2	INTERIOR ELEVATIONS & ACCESSORY DETAILS	R1	02.10.26
A2.3	ROOF PLAN NEW WORK	R1	02.10.26
P1.0	PLUMBING NOTES AND SCHEDULES	R1	02.10.26
P2.0	PLUMBING DEMO PLAN	R1	02.10.26
P3.0	PLUMBING NEW WORK PLAN	R1	02.10.26
E1.1	ELECTRICAL LEGEND AND SPECIFICATION	R1	02.10.26
E2	EXISTING ELECTRICAL PLAN	R1	02.10.26
E3	NEW WORK ELECTRICAL PLAN	R1	02.10.26
E4.1	ELECTRICAL DETAILS AND SCHEDULES	R1	02.10.26
E4.2	ELECTRICAL DETAILS	R1	02.10.26

ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

T1.1

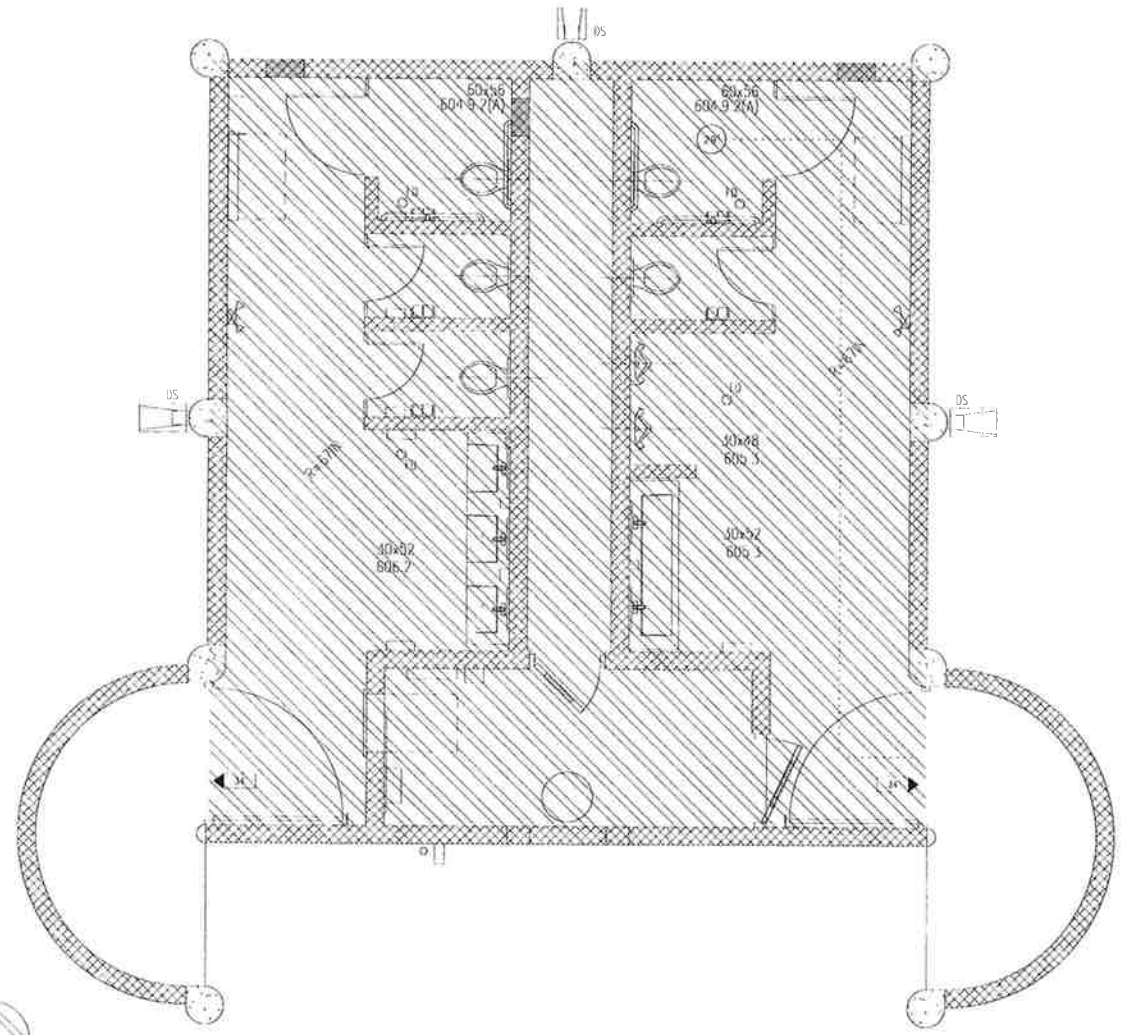
TITLE SHEET

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 2501436-00

ARCHITECTURE

BCS1

ARCHITECTURAL BUILDING CODE SUMMARY



1 LIFE SAFETY PLAN

SCALE: 1/8"=1'-0"

CODE SUMMARY

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL PLUMBING CODE
2021 LIFE SAFETY CODE
2020 NATIONAL ELECTRIC CODE
ASHRAE 90.1
AMERICANS WITH DISABILITIES ACCESSIBILITY GUIDELINES (ADAAG)
ICC A117.1 2017 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

INTERNATIONAL BUILDING CODE

OCCUPANCY CLASSIFICATION: BUSINESS, GROUP B
ALLOWABLE HEIGHT & BUILDING AREA, TABLE 504.3, 504.4 & 506.2
GROUP B - BUSINESS
CONSTRUCTION = TYPE IIIB, UNSPRINKLERED
MAXIMUM HEIGHT IN FEET = 55 FT
MAXIMUM NUMBER OF STORIES = 3
MAXIMUM AREA = 19,000 SQ FT

BUILDING AREA

TOTAL FLOOR AREA = 704 SQ. FT

FIRE RESISTANCE RATINGS, TABLE 600 (N/A = NOT APPLICABLE)

OCCUPANT CONTENT

TABLE 1004.5 = (N/A = NOT APPLICABLE)
TOTAL OCCUPANCY = 4 MALE FIXTURES + 3 FEMALE FIXTURES
TOTAL OCCUPANCY = 7 PPL

INTERNATIONAL PLUMBING CODE (N/A = NOT APPLICABLE)

MINIMUM NUMBER OF PLUMBING FACILITIES, TABLE 2902.1*
BUSINESS OCCUPANCY
OCCUPANT LOAD < 15 = SHARED ALLOWED

LEGEND

EXISTING WALLS TO REMAIN
EMERGENCY LIGHT
EXIT LIGHT
EXIT CAPACITY (INCHES)
90' TRAVEL DISTANCE
BUSINESS THIS AREA

MAURIN ARCHITECTURE

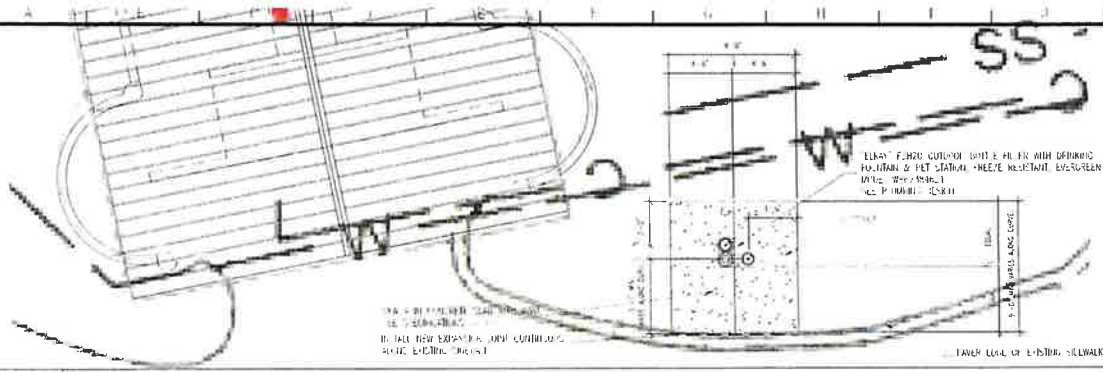
CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

STATE OF ALABAMA
JAMES A. MAURIN
REGISTERED ARCHITECT

PROJECT 2512
ISSUED FOR CONSTRUCTION

LS1

LIFE SAFETY PLAN

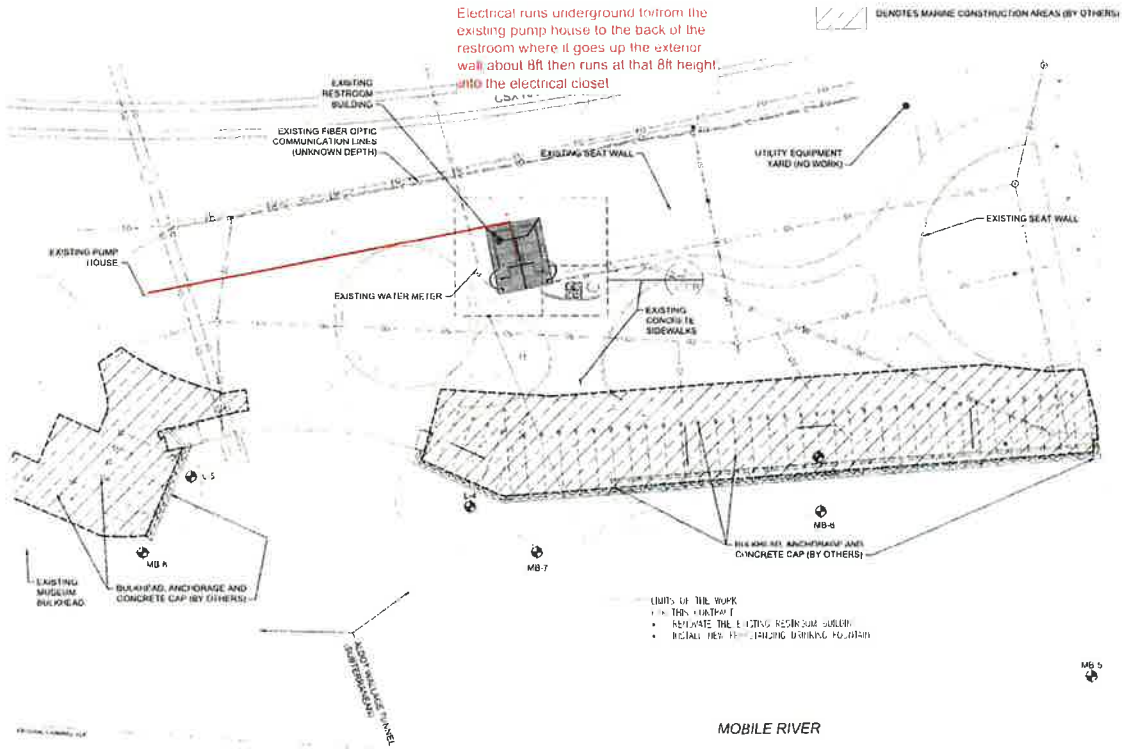


2 DRINKING FOUNTAIN

SITE PLAN KEY NOTES

1. PROVIDE AND INSTALL NEW ADA DRINKING FOUNTAIN MODEL WITH AN INTEGRATED DOG BOWL AND WATER BOTTLE FILLER. SEE PLUMBING DESIGN
2. PROPOSED LOCATION OF NEW STAND ALONE DRINKING FOUNTAIN AND CONCRETE SLAB IS SHOWN FOR CONCEPT ONLY. ACTUAL LOCATION SHALL BE COORDINATED BY THE CONTRACTOR AND APPROVED BY CITY OF MOBILE PROJECT MANAGER PRIOR TO INSTALLATION FOR THE FOLLOWING
   - NO TREES ARE REQUIRED TO BE REMOVED, UNLESS APPROVED BY PM
   - PROPOSED TARGET COORDINATES WITH THE LANDSCAPE DESIGN FOR THE PARK UNDER SEPARATE CONTRACT

Electrical runs underground to/from the existing pump house to the back of the restroom where it goes up the exterior wall about 8ft then runs at that 8ft height into the electrical closet



LEGEND:

- ALUMINUM CAPPED REBAR SET
- POWER POLE
- ELECTRICAL SERVICE
- LIGHT POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- CLEAN OUT
- SEWER MANHOLE
- DRAINAGE INLET (GRATE)
- BURIED UTILITY MARKER
- VARIOUS TREES
- VARIOUS TREES
- PALM TREE
- SHRUBBERY
- ELECTRICAL QUAZITE BOX
- SERVICE POLE
- SIGN
- POST
- FLAG POLE
- FLOOD LIGHT
- FIBER OPTIC MARKER
- GUARD RAIL
- METAL FENCE
- FIBER OPTIC CABLE
- COMMUNICATIONS CABLE
- STORM DRAINAGE
- UNDERGROUND ELECTRIC LINE
- SANITARY SEWER LINE
- WATER LINE
- 1' CONTOUR
- 5' CONTOUR
- LAND BORINGS
- MARINE BORINGS

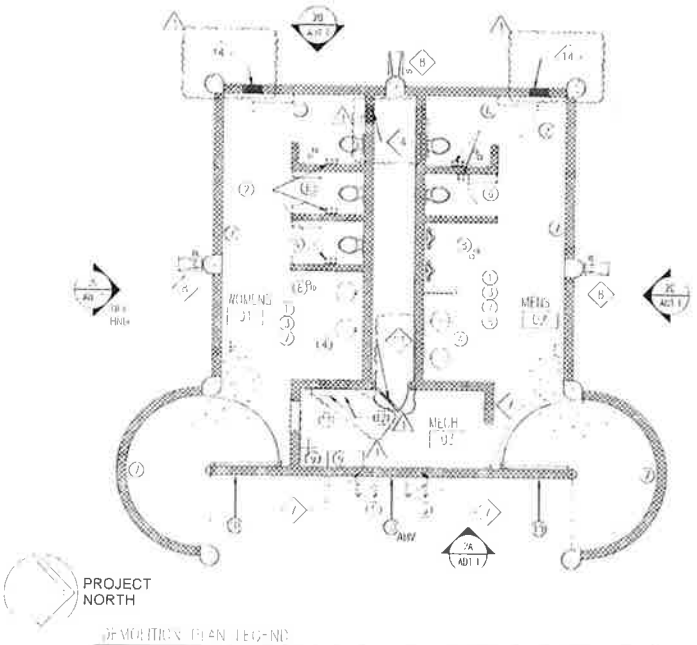
1 ARCHITECTURAL SITE PLAN - SCOPE OF WORK

ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

AS1.1

ARCHITECTURAL SITE PLAN & DETAIL PLAN



1 DEMOLITION PLAN

DEMOLITION PLAN KEYNOTES

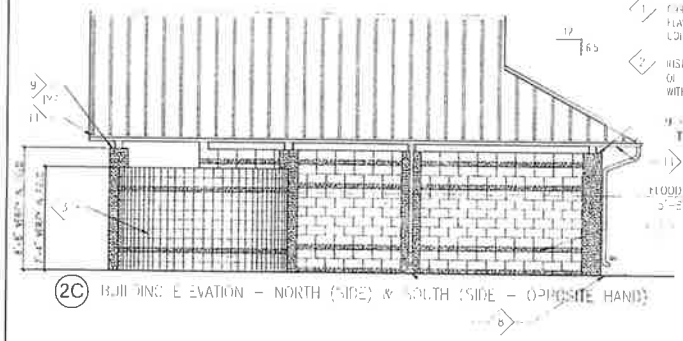
1. OWNER TO REMOVE & SALVAGE ALL EXISTING RESTROOM ACCESSORIES SUCH AS MIRRORS, BABY CHANGING STATIONS, SOAP DISPENSERS, TOILET PARTITIONS, AND GRAB BARS ETC. PRIOR TO DEMOLITION. OWNER TO DESIGNATE ITEMS FOR SALVAGE OR DISPOSAL
2. ALL EXISTING TOILET TISSUE DISPENSERS TO BE SALVAGED BY CONTRACTOR AND GIVEN TO THE OWNER
3. REMOVE EXISTING FLOOR FINISH & CONTINUOUS WALL BASE. PREPARE EXISTING CONCRETE SLAB, WALL & BASE FOR NEW EPOXY FINISH PER SCHEDULE AND MFGR'S INSTRUCTIONS
4. REMOVE THE EXISTING LAVATORY FIXTURES PER THE PLUMBING DESIGN AND REMOVE THE COMPLETE CONTENTS OF COMPLETE TYP TO VERIFY IF LAVATORIES SHALL BE SALVAGED PRIOR TO REMOVAL
5. REMOVE THE EXISTING WATER FOUNTAIN FIXTURE PIPING TO THE NEAREST ACCESSIBLE CONNECTION. SEE PLUMBING DESIGN. TYP TO VERIFY IF LAVATORIES SHALL BE SALVAGED PRIOR TO REMOVAL. EXISTING OPENINGS WITHIN THE CMU WALL SHALL BE PATCHED WITH MATCHING CMU BLOCKS IN SIZE AND COLOR OF THOSE SURROUNDING THE OPENING
6. REMOVE & SALVAGE ALL EXISTING STAINLESS STEEL TOILET PARTITIONS AND MOUNTING HARDWARE COMPLETE
7. REMOVE PAINTED WALL FINISH COMPLETE AND PREPARE MASONRY SURFACE FOR NEW FINISH PER SCHEDULE
8. PROTECT ALL DRAIN OPENINGS TO REMAIN DURING DEMOLITION AND CONSTRUCTION PHASES
9. PROTECT ALL EXISTING EQUIPMENT TO BE REUSED DURING CONSTRUCTION. SEE ELECTRICAL DESIGN
10. REMOVE & DISPOSE THE EXISTING BUILDING SALVAGE COMPLETE
11. EXHAUST FAN TO REMAIN
12. EXISTING SECURITY CAMERA - COORDINATE WITH ELECTRICAL DESIGN
13. EXISTING PA SPEAKER - CONTRACTOR TO COORDINATE WITH OWNER IF EXISTING PA SYSTEM SHALL BE REUSED OR REPLACED
14. EXISTING POWER PANEL TO BE RETAINED WITH NEW AND RELOCATED WITH RAISED BASE AT HIGHER ELEVATION TO CLEAR FLOOD PLANE. SEE ELECTRICAL DESIGN FOR NEW MODEL & SIZE & LOCATION REQUIREMENTS

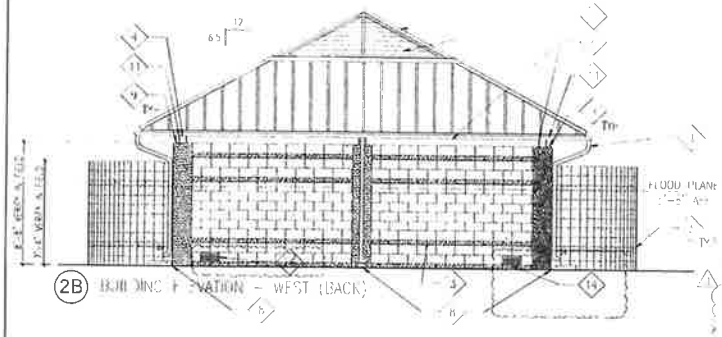
DEMOLITION PLAN LEGEND

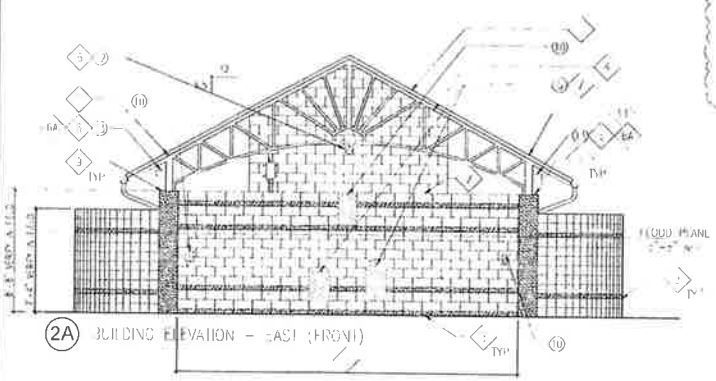
INDICATES EXISTING PERIMETER CMU SPLIT-FACED CMU WALL TO REMAIN

INDICATES EXISTING CMU PARTITIONS TO BE X'-X" THICK TO REMAIN

INDICATES EXISTING FIXTURES AND ACCESSORIES TO BE REMOVED







2 BUILDING ELEVATIONS - DEMOLITION & NEW WORK

BUILDING ELEVATIONS KEY NOTES (NEW WORK)

1. PAINT: PRIME AND PAINT EXISTING METAL STANDING SEAM ROOF, COVER FLASHING, GUTTERS AND DOWN SPOUTS PER MANUFACTURER'S INSTRUCTIONS COLOR TO MATCH EXISTING GREEN
2. INSTALL COLOR CHANGING/ DOWNWARD WALL WASHING LIGHTS MOUNTED TO TOP OF CMU WALL (EAST SIDE ONLY). COLOR CHANGING PROGRAM SHALL MATCH THE LIGHT THEMES OF THE CONVENTION CENTER
3. CLEAN EXISTING SPLIT FACED CMU BLOCK TO REMOVE MOLD, MILDEW & DEBRIS WITH WATERPROOF "SURE KLEAN CUSTOM MASONRY CLEANER" FOLLOW MANF INSTRUCTIONS FOR PREPARATION, APPLICATION AND CLEANUP
4. 09900 - CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED STEEL COLOR TO MATCH EXISTING WHITE
5. 09900 - CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED CONDUIT COLOR TO MATCH EXISTING WHITE
6. PROTECT ALL ELECTRONIC EQUIPMENT DURING CONSTRUCTION THAT IS TO BE RELOCATED AND REUSED DURING CONSTRUCTION
7. SEE ELECTRICAL DESIGN FOR SECURITY CAMERA'S, EXISTING PA SPEAKERS – CONTRACTOR TO COORDINATE WITH OWNER IF EXISTING PA SYSTEM SHALL BE REUSED OR REPLACED.
8. 07200 - INSERT ALL EXISTING UNSEALED PENETRATIONS THRU CMU WALL WITH CMU TO MATCH IN SIZE & COLOR OR GROUT TO MATCH SURROUNDING SURFACE
9. NEW CONCRETE SPLASH BLOCKS TO BE PROVIDED AT ALL DOWNSPOUTS AS REQUIRED
10. SEE CONCRETE CURBING DETAIL ON SHEET A1
11. 07200 – PRIOR TO BEGINNING ROOF PAINTING, CONTRACTOR SHALL DETERMINE IF EXISTING GUTTER, DOWNSPOUTS OR FLASHING IS DAMAGED OR DENTED AND REPORT TO ARCHITECT PER UNIT COST APPROVAL TO REPLACE
12. COORDINATE NEW SECURITY CAMERA MOUNTS WITH ELECTRICAL DESIGN
13. EXISTING POWER PANEL TO BE REMAIN, SEE ELECTRICAL DESIGN FOR FLOOD PLANE HEIGHT REQUIREMENTS
14. INSTALL NEW FIXED LOUVER IN THE BOTTOM OF EXISTING DOOR FOR FLOOR FLOOD PLANE REQUIREMENTS. SEE DOOR SCHEDULE
15. INSTALL NEW FIXED VENT THRU EXISTING CMU WALL, MODEL "SMARTVENT INSERT 11" INSTALL PER MANUFACTURERS INSTRUCTIONS

ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

AD1.1

DEMOLITION PLAN & BUILDING ELEVATIONS

ROOM FINISH SCHEDULE

ROOM NO	ROOM NAME	FLOOR	BASE	WALL N	WALL E	WALL S	WALL W	CEILING MATERIAL	CEILING HGT	NOTES
01	WOMENS RESTROOM	EP-1	2"	PT-3	PT-3	PT-3	PT-3	PT-2	OPEN	--
02	MENS RESTROOM	EP-1	2"	PT-3	PT-3	PT-3	PT-3	PT-2	OPEN	--
03	MECHANICAL CLOSET	--	--							--

DOOR SCHEDULE

DOOR NO	DOOR LOCATION	DOOR TYPE	DOOR MAT'L	DOOR WIDTH	DOOR HGT	DOOR THICK	DOOR FIN	DOOR GLAZING	DOOR MULLION	DOOR THRESHOLD	FRAME MAT'L	FRAME FIN	HARDWARE SET	NOTES
01A	WOMENS RESTROOM	LOUVER	HM	4'-0"	8'-0"	--	PT-1	--	--	--	--	--	LOUV	2,3
02A	MENS RESTROOM	LOUVER	HM	4'-0"	8'-0"	--	PT-1	--	--	--	--	--	LOUV	2,3
03A	MECHANICAL CLOSET	A	HM	3'-0"	8'-0"	1 1/2"	PT-1	--	--	A	EXIST	PT-1	A	2
04A	MECHANICAL CHASE	DUCT	HM	2'-6"	8'-0"	--	--	--	--	--	--	--	EXIST	2

DOOR SCHEDULE NOTES

1. ALL HM DOORS & FRAMES TO BE PAINTED PT-1
2. ALL STEEL GATES & WALL MOUNTED HARDWARE TO BE PAINTED PT-1
3. REPAIR EXISTING STEEL GATE & AS REQUIRED BEFORE PAINTING REPAIR ALL MISSING DECORATIVE COMPONENTS LIKE RINGS, FINIALS AND PICKETS
4. PRIOR TO ORDERING, CONTRACTOR SHALL VERIFY FINAL DOOR SIZE AND SWING TO BE ORDERED. DOOR TO REMAIN
5. INSTALL NEW DOOR & FRAME TO MATCH EXISTING OPENING SIZE AND CONFIGURATION. NEW DOOR TO BE HUNG WITH THE EXISTING HW SWING AS FOR ECO PAINTING REQUIREMENTS

SCHEDULE ABBREVIATIONS

EPX-1 — SPECIFICATION SECTION 096723
RESIN FLOORING DECORATIVE
REMARKS FLOORING & WALL BASE
MANF: SHERWIN WILLIAMS
COLOR: KORAT

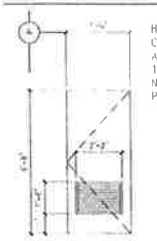
PT-1 — SPECIFICATION SECTION 099100
PAINT FOR METAL DOORS, GATES, FRAMES & LATCHES
MANF: SHERWIN WILLIAMS
COLOR: MATCH EXISTING DARK GREEN

PT-2 — SPECIFICATION SECTION 099300
PAINT METAL ROOF PANELS, AT UNDERSIDE OF METAL ROOF PANELS AND INTERIOR CMU WALLS
MANF: SHERWIN WILLIAMS
COLOR: MATCH EXISTING WHITE

PT-3 — SPECIFICATION SECTION 099300
PAINT INTERIOR CMU WALLS
MANF: SHERWIN WILLIAMS
COLOR: MATCH EXISTING WHITE

E (ST) — EXISTING TO REMAIN
ST. — STEEL (ORNAMENTAL GATE)
HM — HOLLOW METAL
OPEN — OPEN TO ABOVE

DOOR & HARDWARE TYPE

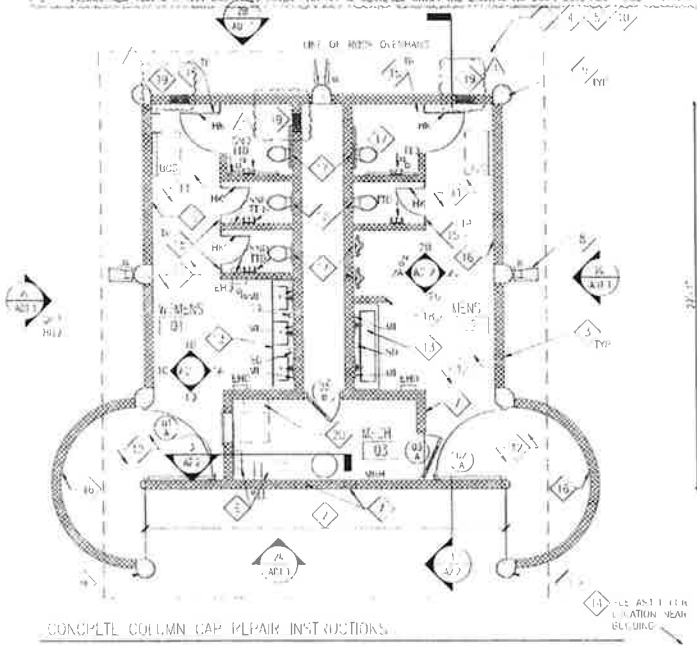


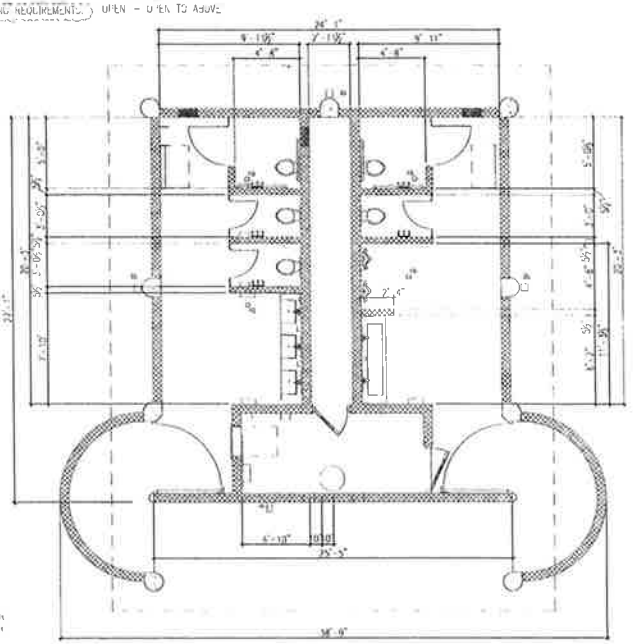
HM DOOR WITH LOUVER - PRIME & PAINT

HARDWARE SET A
CONTRACTOR TO INSTALL ALL DOOR HARDWARE TO MATCH EXISTING
NEW DOOR TO BE PER CITY OF MOBILE STANDARD

NEW WORK KEY NOTES

1. 09900- PRIME AND PAINT EXISTING METAL STANDING SEAM ROOF, FLASHING, GUTTERS AND DOWN SPOUTS PER MANUFACTURERS INSTRUCTIONS. COLOR TO MATCH EXISTING GREEN
2. 16500- ADD A/T # INSTALL COLOR CHANGING/ DOWNWARD WALL WASHING LIGHTS MOUNTED TO TOP OF CMU WALL (EAST SIDE ONLY) TO ON SAME LIGHTING PROGRAM SHALL SYNC WITH THE LIGHTING OF THE CONVENTION CENTER SEE ELECTRICAL DESIGN
3. CLEAN EXISTING SPLIT FACED CMU BLOCK TO REMOVE MOLD, MILDEW & DIRT WITH MANF PRODUCT "SURE KLEAN CUSTOM MASONRY CLEANER" FOLLOW MANUFACTURERS INSTRUCTIONS FOR PREPARATION, APPLICATION AND CLEANUP
4. 09900- CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED STEEL ROOF SUPPORTS SUCH AS: STEEL FRAMES, TRUSSES, CROSS TIES, BRACKETS, METAL ROOF PANELS, ETC
5. 09900- CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED CONDUIT
6. PROTECT ALL ELECTRONIC EQUIPMENT DURING CONSTRUCTION THAT IS TO BE REUSED PER ELECTRICAL DESIGN. RELOCATE EXISTING SECURITY EQUIPMENT & WOOD SHELF TO THIS AREA. SEE ELECTRICAL DESIGN FOR SECURITY EQUIPMENT ADJUSTMENTS
7. 04200- PATCH AND INFILL ALL UNUSED OPENINGS THRU CMU WALL. INFILL MATERIAL TO MATCH SURROUNDING IN MATERIAL, SIZE, & COLOR
8. NEW CONCRETE SPLASH BLOCKS TO BE PROVIDED AT ALL DOWNSPOUTS AS REQUIRED. COORDINATE WITH LANDSCAPE DESIGN AND PM PRIOR TO ORDERING
9. SEE CONCRETE COLUMN CAP REPAIR INSTRUCTIONS ON SHEET A1
10. 01220- PRIOR TO BEGINNING ROOF PAINTING, CONTRACTOR SHALL DETERMINE IF EXISTING GUTTER, DOWNSPOUTS OR FLASHING IS DAMAGED OR CRIMPED AND REPORT TO PROJECT MANAGER FOR UNIT COST APPROVAL TO REPLACE
11. NEW TOILET TISSUE DISPENSERS INSTALLED PER ADA GUIDELINES ON SHEET A2.3. OWNER FURNISHED OWNER INSTALLED
12. 09623- INSTALL NEW EPOXY FLOOR AND 6IN WALL BASE (WITH METAL COVE STRIP AT TOP OF BASE) FINISH PER MANUFACTURER INSTRUCTIONS AND DETAILS ON A2.2
13. INSTALL NEW TROUGH LAVATORY FIXTURE PER PLUMBING DESIGN AND MANUFACTURER INSTALLATION DETAILS AND INSTRUCTIONS
14. INSTALL NEW FREESTANDING WATER FOUNTAIN FIXTURE PER PLUMBING DESIGN AND MANUFACTURER INSTRUCTIONS. SEE SHEET A3.1 FOR CONCEPTUAL LOCATION. ACTUAL LOCATION TO BE COORDINATED WITH NEW LANDSCAPE DESIGN AND APPROVED BY PROJECT MANAGER PRIOR TO INSTALLATION
15. INSTALL NEW STAINLESS STEEL TOILET PARTITIONS AND MOUNTING HARDWARE COMPLETE
16. 09900- REMOVAL OR RESURFACE ALL CRACKED EXISTING FINISH ON CMU WALLS AS REQUIRED PRIOR TO NEW FINISH INSTALLATION
17. NEW STAINLESS STEEL CHANNEL CONTROL PLATES AND TOILETS SEE PLUMBING DESIGN. PROTECT ALL PLUMBING DRAINS TO BE REUSED DURING CONSTRUCTION. REBUILD CMU WALL AS REQUIRED TO ACCESS AND REMOVE EXISTING CARRIERS
18. NEW 8IN CONCRETE MASONRY UNIT WALL WITH #4 VERTICAL BAR AT EACH END OF THE WALL. DRILL & EPOXY SET 40IN MIN AT #4 HORIZONTAL BOND BEAM AT TOP OF WALL
19. INSTALL NEW FIXED FLOOD VENT THRU EXISTING CMU WALL. MODEL "SMARTVENT 1040-9"0" INSTALL PER MANUFACTURERS INSTRUCTIONS
20. EXISTING POWER PANEL TO BE FLOOD PROOF PER ELECTRICAL DESIGN





CONCRETE COLUMN CAP REPAIR INSTRUCTIONS

1. VERIFY LOCATION & QUANTITY OF ALL EXISTING COLUMN CAPS REQUIRED TO BE REPAIRED WITH PM & ARCHITECT PRIOR TO BEGINNING THE WORK
2. REMOVE ALL DAMAGED CONCRETE AROUND STEEL PIPE PLATES
3. WIRE BRUSH CLEAN ANY CORROSION ON STEEL
4. SPRAY STEEL WITH ZINC RICH PAINT
5. USE "SIKADUR-32 HI-MOD" EPOXY MORTAR
6. USE "SIKATOP 123 PLUS" FOR CONCRETE PATCHES TO REPLACE TO MATCH CAP

PROJECT NORTH

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF CONCRETE BLOCK UNLESS NOTED OTHERWISE
2. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL MEASUREMENTS PRIOR TO BEGINNING WORK OR ORDERING MATERIALS
3. SEE SHEET A2.2 FOR ACCESSORY LEGEND & TYPICAL MOUNTING HGTS
4. SEE SHEET A2.2 FOR TOILET ACCESSORY LEGEND & TYPICAL MOUNTING HGTS
5. NEW CONDUIT, PIPING ETC SHALL BE INSTALLED IN CMU WALLS BUT NOT IN CELLS THAT CONTAIN REINFORCING

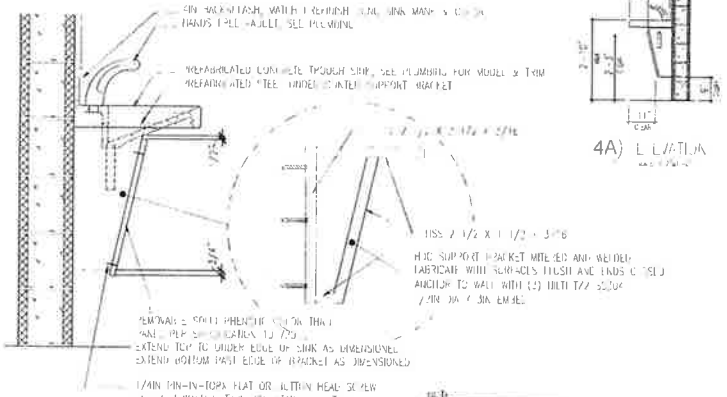
1	FLOOR PLAN - NEW WORK	2	DIMENSION PLAN - NEW WORK
SCALE: 1/8"=1'-0"		SCALE: 1/8"=1'-0"	

ARCHITECTURE

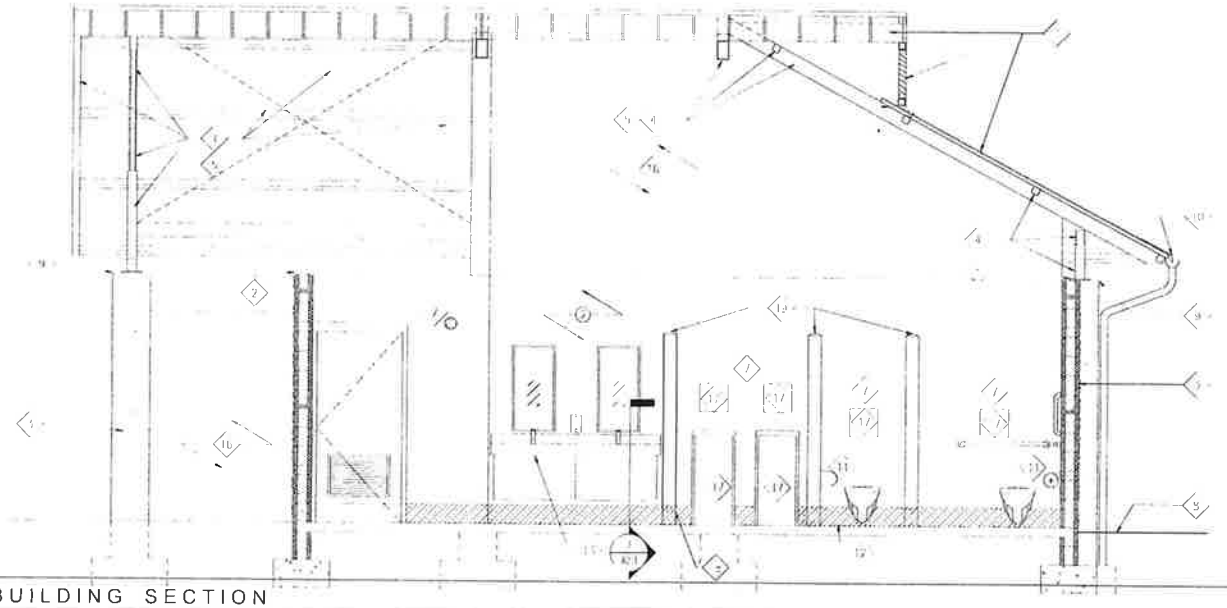
CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

A1.1

FLOOR PLANS - NEW WORK & DIMENSION



2 LAVATORY SECTION



1 BUILDING SECTION

NEW WORK KEY NOTES

1. 099300– PRIME AND PAINT EXISTING METAL STANDING SEAM ROOF, FLASHING, GUTTERS AND DOWN SPOUTS PER MANUFACTURER'S INSTRUCTIONS. COLOR TO MATCH EXISTING GREEN. SEE UNIT COST FOR REPLACEMENT ON SHEET T1.1
2. 012300– ADD ALT #1 INSTALL COLOR CHANGING/ DOWNWARD WALL WASHING LIGHTS MOUNTED TO TOP OF CMU WALL (EAST SIDE ONLY). COLOR CHANGING PROGRAM SHALL BE WITH THE LIGHT THEMES OF THE CONVENTION CENTER. SEE ELECTRICAL DESIGN
3. CLEAN EXISTING SPLIT FACED CMU BLOCK TO REMOVE MOLD, MILDEW & DEBRIS WITH MAPE PROOFS "SURE KLEAN CUSTOM MASONRY CLEANER" FOLLOW MANF INSTRUCTIONS FOR PREPARATION, APPLICATION AND CLEANUP
4. 099300– CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED STEEL BELOW ROOF SUCH AS STEEL FRAMES, TRUSSES, CROSS TIES, BRACKETS, METAL ROOF PANELS, ETC
5. 099300– CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED CONDUIT
6. CMIT
7. 042300– PATCH AND INFILL ALL UNUSED OPENINGS THRU CMU WALL. INFILL MATERIAL TO MATCH SURROUNDING IN MATERIAL, SIZE & COLOR
8. NEW CONCRETE SPLASH BLOCKS TO BE PROVIDED AT ALL DOWNSPOUTS AS REQUIRED. COORDINATE WITH LANDSCAPE DESIGN AND PM PRIOR TO ORDERING
9. SEE CONCRETE COLUMN CAP REPAIR INSTRUCTIONS ON SHEET A1.1
10. 012200– PRIOR TO BEGINNING ROOF PAINTING, CONTRACTOR SHALL DETERMINE IF EXISTING GUTTER, DOWNSPOUTS OR FLASHING IS DAMAGED OR CRIMPED AND REPORT TO PROJECT MANAGER FOR UNIT COST APPROVAL TO REPLACE
11. NEW TOILET TISSUE DISPENSERS INSTALLED PER ADA GUIDELINES ON SHEET A2.3. OWNER FURNISHED OWNER INSTALLED
12. 096723– INSTALL NEW EPOXY FLOOR AND BIN WALL BASE (WITH METAL COVE STRIP @ TOP OF BASE) FINISH PER MANUFACTURER INSTRUCTIONS AND DETAILS ON A2.2
13. INSTALL NEW TROUGH LAVATORY FIXTURE PER PLUMBING DESIGN AND MANUFACTURER INSTALLATION DETAILS AND INSTRUCTIONS
14. CMIT
15. INSTALL NEW STAINLESS STEEL TOILET PARTITIONS AND MOUNTING HARDWARE COMPLETE
16. 099300– REMOVE OR RESURFACE ALL CRACKED EXISTING FINISH ON CMU WALLS AS REQUIRED PRIOR TO NEW FINISH INSTALLATION. CONTRACTOR TO SUGGEST OPTIONS
17. NEW STAINLESS STEEL URINALS, CONTROL PLATES AND TOILETS. SEE PLUMBING DESIGN. PROTECT ALL PLUMBING DRAINS TO BE REUSED DURING CONSTRUCTION. REMOVE CMU WALL AS REQUIRED TO ACCESS AND REMOVE EXISTING CARRIERS
18. NEW 6IN CONCRETE MASONRY UNIT WALL WITH #4 VERTICAL BAR AT EACH END OF THE WALL. DRILL & EPOXY SET 6IN VIN AD #4 HORIZONTAL BOND BEAM AT TOP OF WALL
19. INSTALL NEW CROWN SLOPED CAP ON TOP OF ALL NEW AND EXISTING CMU TOILET PARTITIONS. PAINT TO MATCH CMU

GENERAL NOTES

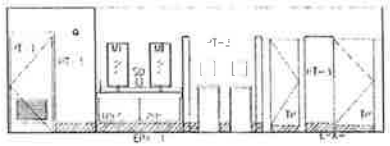
1. ALL DIMENSIONS ARE TO FACE OF CONCRETE BLOCK UNLESS NOTED OTHERWISE
2. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL MEASUREMENTS PRIOR TO BEGINNING WORK ON ORDERING MATERIALS
3. SEE SHEET A2.2 FOR ACCESSORY LEGEND & TYPICAL MOUNTING HGTS
4. SEE SHEET A2.1 FOR TOILET ACCESSORY LEGEND & TYPICAL MOUNTING HGTS
5. NEW CONDUIT, PIPING ETC SHALL BE INSTALLED IN CMU WALLS BUT NOT IN CELL THAT CONTAIN REINFORCING

ARCHITECTURE

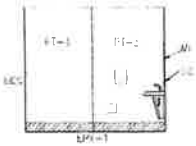
CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

A2.1

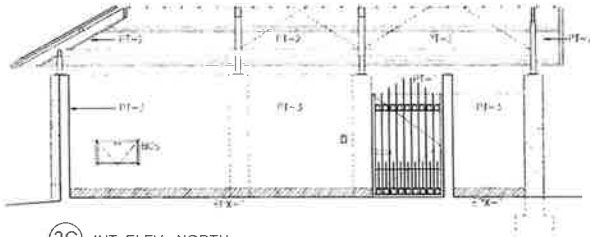
INTERIOR ELEVATIONS & DETAIL SECTIONS



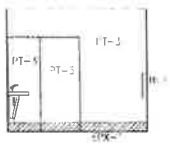
2A INT. ELEV - SOUTH



2D INT. ELEV - EAST

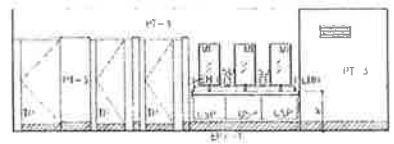


2C INT. ELEV - NORTH

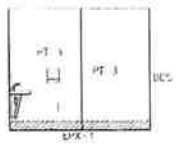


2B INT. ELEV - WEST

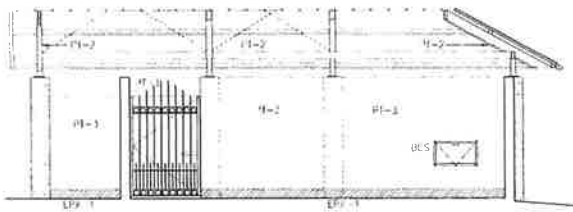
2 INTERIOR ELEVATIONS - MENS RESTROOM #02



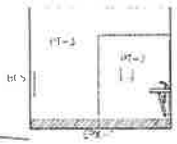
1A INT. ELEV - NORTH



1D INT. ELEV - WEST



1C INT. ELEV - SOUTH

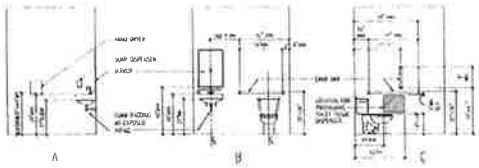


1B INT. ELEV - EAST

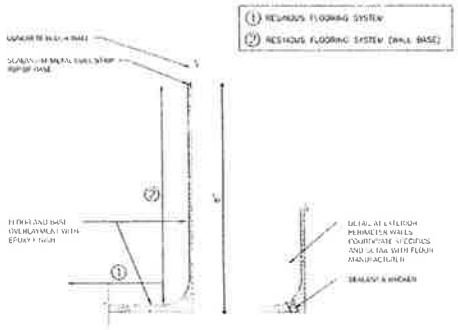
1 INTERIOR ELEVATIONS - WOMENS RESTROOM #01

ACCESSORY LEGEND

MARK	DESCRIPTION	MANUFACTURER	MODEL NUMBER	NOTES SEE "ACCESSORIES INSTALLATION GUIDELINES" FOR ALL FIXTURE INSTALLATION REQUIREMENTS
TD	TOILET TISSUE DISPENSER	GPC	CITY CUSTOM MODEL	1. BE SUPPLIED BY OWNER INSTALLED BY OWNER
MR	MIRROR	ASI - AMERICAN	1424 AS WITH SAFETY MIRROR	BOTTOM OF REFLECTIVE SURFACE @ 40" MAX ABV FIN FLOOR
SD	SOAP DISPENSER	BOBRICK	[illegible]	DISPENSER VALVE MAX @ 48" ABV FIN FLOOR
SVD	SANITARY NAPKIN DISPOSAL	MCGRAW	3473 - SURFACE MOUNT	OPERATING HOOK @ 19"-48" ABV FIN FLOOR
HK	[illegible]	BOBRICK	212 SURFACE MOUNT	CENTER OF HOOK @ 35"-48" ABV FIN FLOOR
TP	TOILET PARTITION & DOOR	METPAR	SEE PRIVACY SCRIPT MAX	SEE SPECIFICATION SECTION
USP	ALEXANDRIA SHELF TYPE	METPAR	SOLID PHENOLIC COLOR THRU	COORD SIZE WITH CUSTOM MOUNTING BRACKETS AND LAY
SNC	[illegible] ELECTRIC HAND DRYER	ACI	3100	TENSION @ 30"-44" ABV FIN FLOOR
WHR	WCP & ELBOW HOLDER - TYP ADA	BOBRICK	3812 SURFACE MOUNT	TOP OF [illegible] @ 27"-32" ABV FIN FLOOR
MCS	MAT CHANGING STATION	MOTHER	[illegible] SURFACE MOUNT	TOP OF HANDLING SURFACE @ 28"-36" ABV FIN FLOOR W/ KNEE CLEARANCE OF [illegible] IN HIGH X [illegible] MIN WIDE X [illegible] MIN DEEP
SHC	[illegible] BAR - 12 IN	BOBRICK	[illegible]	BOTTOM OF BAR @ 33"-41" ABV FIN FLOOR
SHC	[illegible] BAR - 36 IN	BOBRICK	[illegible]	CENTER OF BAR @ 33"-36" ABV FIN FLOOR
SHC	[illegible] BAR - 42 IN	BOBRICK	[illegible]	CENTER OF BAR @ 33"-36" ABV FIN FLOOR



3 ACCESSORIES INSTALLATION GUIDELINES



NOTES

INSTALL PER MANF. INSTRUCTIONS SEE SPECIFICATION SECTION 096723

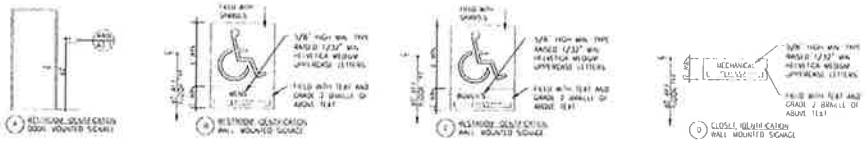
4 WALL BASE DETAIL

ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

A2.2

INTERIOR ELEVATIONS & ACCESSORY DETAILS



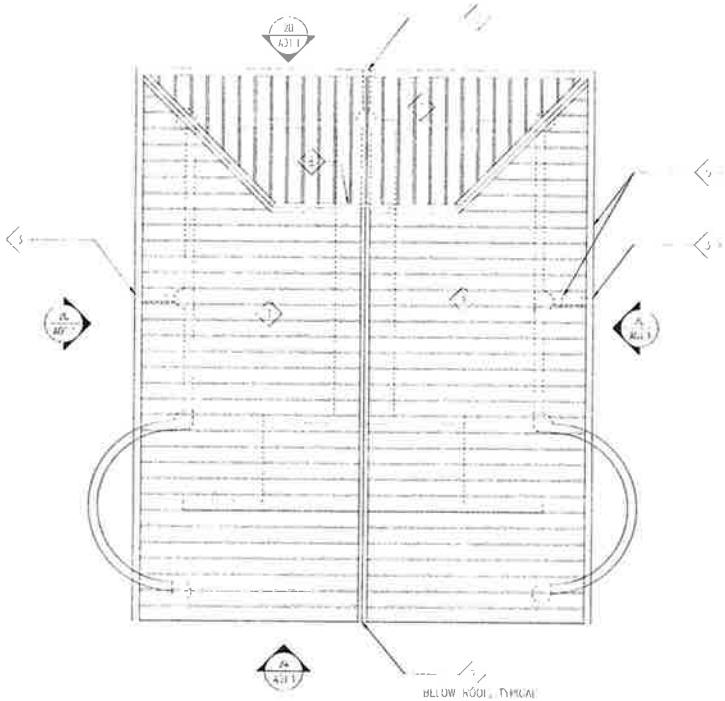
ADA SIGNAGE NOTES

ENTIRE FACILITY SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA) ACCESSIBILITY STANDARDS, AND ALL LOCAL GOVERNING REGULATIONS

SIGNS & IDENTIFICATION
WHEN PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, RAISED LETTERS SHALL BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE IN CONFORMANCE WITH SECTION 4.30.4 OF THE ADA. SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH OUTSIDE OF THE DOOR WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE, INCLUDING AT DOUBLE LEAF DOORS. SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISHED FLOOR TO THE CENTERLINE OF THE SIGN. MOUNTING LOCATION SHALL BE DETERMINED SO THAT A PERSON MAY APPROACH WITHIN 3" OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR. SEC. 4.30.6 OF THE ADA

NOTE
ALL ADA SIGNAGE REQUIRED BY LOCAL AUTHORITIES HAVING JURISDICTION IS TO BE SUPPLIED AND INSTALLED BY G.C.

1 SIGNAGE DETAILS



NEW WORK KEY NOTES

1. C9900 - PRIME AND PAINT EXISTING METAL STANDING SEAM ROOF, FLASHING, GUTTERS AND DOWN SPOUTS PER MANUFACTURERS INSTRUCTIONS. COLOR TO MATCH EXISTING GREEN
2. CLEAN, PREPARE, PRIME AND PAINT ALL EXPOSED STEEL BELOW ROOF SUCH AS STEEL FRAMES, TRUSSES, CROSS TIES, BRACKETS, METAL ROOF PANELS, ETC.
3. NEW CONCRETE SPLASH BLOCKS TO BE PROVIDED AT ALL DOWNSPOUTS AS REQUIRED. COORDINATE WITH LANDSCAPE DESIGN AND PM PRIOR TO ORDERING
4. OMIT
5. 012200 - PRIOR TO BEGINNING ROOF PAINTING, CONTRACTOR SHALL DETERMINE IF EXISTING GUTTER, DOWNSPOUTS OR FLASHING IS DAMAGED OR CRIMPED AND REPORT TO PROJECT MANAGER FOR UNIT COST APPROVAL TO REPLACE
6. C9900 - PRIME AND PAINT EXISTING METAL LOUVER PER MANUFACTURERS INSTRUCTIONS. COLOR TO MATCH EXISTING GREEN

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF CONCRETE BLOCK UNLESS NOTED OTHERWISE. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL MEASUREMENTS PRIOR TO BEGINNING WORK OR ORDERING MATERIALS

1 ROOF PLAN - NEW WORK

ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

A3.1

ROOF PLAN - NEW WORK & DIMENSION

PLUMBING FIXTURE CONNECTION SCHEDULE

MARK #	FIXTURE TYPE	BASIS OF DESIGN	CONNECTIONS WASTE	VENT	CW	HW	REMARKS (1)
P-1	WALL MOUNTED STAINLESS STEEL FLUSH VALVE WATER CLOSET	ACORN 1679 SERIES TOTO TET2GB 1.6 GPF	3"	1-1/2"	1"	-	NEW STAINLESS STEEL WALL HUNG WATER CLOSET TO REPLACE EXISTING. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW TOTO ELECTRIC SENSOR FLUSH VALVE AND ACTUATOR. BASIS OF DESIGN IS TET2GB31#SS. PROVIDE WITH STAINLESS STEEL PLATE AT OPENING IF NEW ACTUATOR PANEL IS SMALLER THAN THE ORIGINAL. CONNECT NEW FLUSH VALVE TO EXISTING POWER CIRCUIT. REPLACE CONDUIT AND/OR JUNCTION BOX IF DAMAGED DURING RENOVATION. THE CONTRACTOR SHALL PROVIDE AND INSTALL A NEW FIXTURE IN THE EXISTING SPACE. PROVIDE WITH NEW CARRIER AND HARDWARE. PATCH WALLS AS NECESSARY TO MATCH SURROUNDING CONSTRUCTION. NEW FIXTURE SHALL MATCH THE EXISTING FIXTURE
P-1A	WALL MOUNTED STAINLESS STEEL FLUSH VALVE WATER CLOSET (HANDICAPPED)	ACORN 1679 SERIES TOTO TET2GB 1.6 GPF	3	1-1/2"	1"	-	NEW STAINLESS STEEL WALL HUNG WATER CLOSET TO REPLACE EXISTING. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW TOTO ELECTRIC SENSOR FLUSH VALVE AND ACTUATOR. BASIS OF DESIGN IS TET2GB31#SS. PROVIDE WITH STAINLESS STEEL PLATE AT OPENING IF NEW ACTUATOR PANEL IS SMALLER THAN THE ORIGINAL. CONNECT NEW FLUSH VALVE TO EXISTING POWER CIRCUIT. REPLACE CONDUIT AND/OR JUNCTION BOX IF DAMAGED DURING RENOVATION. THE CONTRACTOR SHALL PROVIDE AND INSTALL A NEW FIXTURE IN THE EXISTING SPACE. PROVIDE WITH NEW CARRIER AND HARDWARE. PATCH WALLS AS NECESSARY TO MATCH SURROUNDING CONSTRUCTION. NEW FIXTURE SHALL MATCH THE EXISTING FIXTURE. INSTALL PER ADA REQUIREMENTS.
P-2	FLOOR MOUNTED STAINLESS STEEL URINAL (HANDICAPPED)	ACORN 1730 SERIES TOTO TEU2LA 0.5 GPF	2	1-1/2"	3/4"	-	NEW STAINLESS STEEL FLOOR MOUNTED URINAL TO REPLACE EXISTING. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW TOTO SENSOR FLUSH VALVE AND ACTUATOR. BASIS OF DESIGN IS TEU2LA11#SS. PROVIDE WITH STAINLESS STEEL PLATE AT OPENING IF NEW ACTUATOR PANEL IS SMALLER THAN THE ORIGINAL. CONNECT NEW FLUSH VALVE TO EXISTING POWER CIRCUIT. REPLACE CONDUIT AND/OR JUNCTION BOX IF DAMAGED DURING RENOVATION. INSTALL PER ADA REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AND INSTALL A NEW FIXTURE IN THE EXISTING SPACE. PROVIDE WITH NEW CARRIER AND HARDWARE. PATCH WALLS AS NECESSARY TO MATCH SURROUNDING CONSTRUCTION.
P-3W	LAVATORY (WOMENS RESTROOM)	TRUFORM FLO-90V-TPL-CONTEMPO ZURN Z6915-XL	1-1/2"	1-1/2"	1/2"	1/2"	90" LONG LAVATORY SYSTEM WITH THREE ADA BATTERY POWERED SENSOR FAUCET EQUAL TO ZURN MODEL Z-6915-XL 0.5 GPM 60 SECOND TIMEOUT FEATURE. FLEXIBLE SUPPLIES, GRID WASTE, P-TRAP AND STOPS. PROVIDE WITH ASSE 1070 TEMPERATURE LIMITING MIXING VALVE. INSTALL PER ADA REQUIREMENTS. COLOR OF FIXTURE TO BE SELECTED BY THE ARCHITECT
P-3M	LAVATORY (MENS RESTROOM)	TRUFORM FLO-72V-TPL-CONTEMPO ZURN Z6915-XL	1-1/2"	1-1/2"	1/2"	1/2"	72" LONG LAVATORY SYSTEM WITH TWO ADA BATTERY POWERED SENSOR FAUCET EQUAL TO ZURN MODEL Z-6915-XL 0.5 GPM 60 SECOND TIMEOUT FEATURE. FLEXIBLE SUPPLIES, GRID WASTE, P-TRAP AND STOPS. PROVIDE WITH ASSE 1070 TEMPERATURE LIMITING MIXING VALVE. INSTALL PER ADA REQUIREMENTS. COLOR OF FIXTURE TO BE SELECTED BY THE ARCHITECT
P-4	DRINKING FOUNTAIN (HANDICAPPED)	ELKAY LK4420BF1UDB	2"	-	1/2"	-	OUTDOOR DRINKING FOUNTAIN WITH BOTTLE FILLER, ADA HEIGHT FOUNTAIN, AND DOG BOWL. COLOR TO BE EVERGREEN UNLESS INDICATED OTHERWISE BY THE ARCHITECT. SEE DETAIL FOR ADDITIONAL INSTALLATION REQUIREMENTS. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. INSTALL PER ADA REQUIREMENTS.
FD	FLOOR DRAIN	ZURN ZN-415	3	2"	-	-	EXISTING FLOOR DRAIN TO REMAIN AND BE REUSED. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW POLISHED BRASS GRATE. CONTRACTOR SHALL FIELD VERIFY EXISTING MODEL, SIZE, AND SCREW ATTACHMENT PATTERN AND PROVIDE A DIRECT MATCH
FPHB	FREEZE PROOF HOSE BIBB	ZURN Z-1305	-	-	1/2	-	1/4 TURN, NON-FREEZE, RECESSED WITH LOCKING COVER WALL HYDRANT WITH AUTOMATIC DRAINING, INTEGRAL VACUUM BREAKER AND DUAL CHECK VALVE. PROVIDE WITH LOOSE KEY OPERATION VALVE AND CHROME PLATED FACE
MV-1	THERMOSTATIC MIXING VALVE	SYMMONS	-	-	3/4"	3/4"	BRASS PLATED BODY, 3/4"x3/4" WATER CONNECTION. MINIMUM FLOW 0.5 GMP. MAXIMUM FLOW 5.5 GPM AT 10 PSI PRESSURE DROP. PROVIDE WITH INTEGRAL CHECK VALVES, DISCHARGE THERMOMETER AND ISOLATION VALVES. BASIS OF DESIGN SYMMONS. SEE DETAIL FOR ADDITION REQUIREMENTS. INSTALL PER MANUFACTURER'S RECOMMENDATIONS FOR A RECIRCULATED SYSTEM.

(1) SEE ARCHITECTURAL SHEETS FOR HANDICAPPED ACCESSIBILITY INSTALLATION REQUIREMENTS

ELECTRIC WATER HEATER SCHEDULE

MARK EWH	TANK CAPACITY (GALLONS)	MINIMUM EFFICIENCY	TEMPERATURE SETPOINT (F)	HEATING CAPACITY (KW)	VOLTS	HZ	PHASE	RECIRCULATED SYSTEM	NOTES
1	30	0.9	120	2.5	120	60	1	NO	1 2 3

NOTES
1. COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR
2. PROVIDE WITH EXPANSION TANK, HEAT TRAPS ON CONNECTIONS, T&P RELIEF VALVE, AUXILIARY DRAIN PAN, ISOLATION VALVES WITH DIELECTRIC UNIONS ON HOT AND COLD CONNECTIONS
3. PROVIDE WITH MASTER MIXING VALVE. SEE DETAIL AND MANUFACTURERS REQUIREMENTS FOR SPECIFIC PIPING REQUIREMENTS

GENERAL PLUMBING NOTES

1. THE CONTRACTOR SHALL EXECUTE ALL WORK SO THAT IT PROCEEDS WITH A MINIMUM INTERFERENCE WITH OTHER TRADES
2. VERIFY EXACT PLUMBING FIXTURE ROUGH IN AND FINAL HVAC EQUIPMENT REQUIREMENTS IN THE FIELD.
3. DRAIN, WASTE, AND VENT PIPING AND FITTINGS SHALL BE SCHEDULE 40 POLY VINYL CHLORIDE (PVC) SYSTEM, ASTM D 2665. NO FOAM CORE SHALL BE USED
4. DOMESTIC WATER PIPING SHALL BE ASTM B 88, TYPE K, WITH ANSI B16.18 OR ANSI B16.22 SOLDER JOINT FITTINGS USING SILVER SOLDER AND FLUX CONTAINING NOT MORE THAN 0.2 PERCENT LEAD, OR WITH ANSI B16.26 FLARED JOINT FITTINGS. ASTM B 88, TYPE L MAY BE PROVIDED FOR ABOVEGROUND PIPING. SLEEVE SERVICE ENTRANCE AT SLAB. SEAL AROUND PIPING WATER PROOF
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO PLUMBING FIXTURES. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, FURNISHING AND INSTALLING ALL TRAPS, DRAINS AND SUPPLIES WITH STOPS. FURNISH AND INSTALL PLUMBING FIXTURES INDICATED OR SPECIFIED COMPLETE WITH ALL EQUIPMENT, FITTINGS, TRIM AND ACCESSORIES INDICATED OR SPECIFIED. EXPOSED WATER PIPING TO FIXTURES SHALL BE CHROME-PLATED BRASS IPS. ADJUST WATER FLOW THROUGH ALL FIXTURES TO PROVIDE PROPER FLUSHING ACTION WITH THE LEAST AMOUNT OF WATER.
6. COORDINATE ROUTING OF WATER SUPPLY, WASTE, AND VENT PIPING WITH OTHER TRADES
7. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS AND EXCAVATIONS.
8. ALL ITEMS PROJECTING THROUGH THE ROOF SHALL BE FLASHED A MINIMUM OF 12" ABOVE THE ROOF. ALL VENTS SHALL BE A MINIMUM OF 10 FEET FROM ANY OUTSIDE AIR INTAKE
9. FLOOR CLEANOUTS SHALL BE ADJUSTABLE HEIGHT POLISHED BRONZE, NICKEL BRONZE WITH CO CAST IN THE FLOOR PLATE
10. PROVIDE STOPS AND WATER HAMMER ARRESTORS IN ACCORDANCE WITH PDI AND ASSE 1010. AN ACCESS PANEL MUST BE INSTALLED IF WATER HAMMER ARRESTER IS LOCATED INSIDE A WALL OR ABOVE A HARD CEILING. COORDINATE OPENINGS WITH ARCHITECT
11. PROVIDE DIELECTRIC UNIONS AT ALL DISSIMILAR METAL CONNECTIONS
12. INSULATE ALL WATER PIPING. DOMESTIC WATER PIPE NOT EXPOSED TO VIEW SHALL BE INSULATED WITH 1" THICK GLASS FIBER WITH FACTORY APPLIED UNIVERSAL JACKET. DENSITY SHALL BE 4 POUNDS PER CUBIC FOOT. FITTINGS SHALL BE INSULATED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSULATION VAPOR BARRIER SHALL BE LAPPED AND CEMENTED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DOMESTIC WATER PIPE EXPOSED TO VIEW SHALL BE INSULATED SAME AS WHERE NOT EXPOSED TO VIEW, EXCEPT IT SHALL BE FINISHED WITH A SIZED UNIVERSAL JACKET SUITABLE FOR PAINTING. FITTING SHALL BE MADE OF "QUICKSET" CEMENT MOLDED TO FIT AND COVERED WITH 8 OZ. CANVAS AND FINISHED WITH WHITE VAPOR BARRIER CEMENT. AND HAVE PLASTIC MOLDED FITTING COVERS. INSULATE DOMESTIC WATER AND WASTE PIPING UNDER HANDICAP LAVATORIES AND SINKS USING "LAVGUARD2 E-Z SERIES" MOLDED VINYL PIPING COVERS. COVER ALL PIPING, FITTING, VALVES, AND TRAPS EXPOSED TO VIEW
13. ROUTE ALL PIPING AS TO CAUSE MINIMAL INTERFERENCE FOR MAINTENANCE OF ALL EQUIPMENT UNLESS OTHERWISE NOTED. ALL DOMESTIC WATER PIPING SHALL BE ROUTED WITHIN CHASE SPACE. PIPING BELOW SLAB SHALL BE WITHOUT JOINTS AND TEES. PIPING PASSING THRU WALLS EXTENDING TO BOTTOM OF STRUCTURE SHALL BE SLEEVED AND SEALED. ALL DOMESTIC WATER PIPING ROUTED EXPOSED BELOW 6'-0" ABOVE FINISH FLOOR SHALL BE PROVIDED WITH A PVC JACKET TO PREVENT DAMAGE TO THE PIPE
14. PROVIDE SHUTOFF VALVE TO EACH SILLCOCK WITH VALVE IDENTIFICATION AS REQUIRED BY CODE
15. BEFORE FINAL ACCEPTANCE OF THE WORK, TEST EACH SYSTEM AS IN SERVICE TO DEMONSTRATE COMPLIANCE WITH 2025 INTERNATIONAL PLUMBING CODE AND LOCAL CODE REQUIREMENTS. ONCE TEST ARE IN COMPLIANCE WITH CONTRACT REQUIREMENTS DISINFECT WATER SYSTEM IN ACCORDANCE WITH AWWA C651
16. CONTRACTOR TO VERIFY ALL LOCATIONS OF ROOF PENETRATIONS WITH ARCHITECTURAL DRAWINGS
17. PIPE HANGERS AND SUPPORTS SHALL BE MSS SP-58 AND MSS SP-69, TYPE 1 OR 6 OF THE ADJUSTABLE TYPE, EXCEPT AS INDICATED OTHERWISE. ATTACHMENTS TO STEEL W OR S BEAMS SHALL BE WITH TYPE 21, 28, 29, OR 30 CLAMPS. ATTACHMENTS TO STEEL ANGLES AND CHANNELS (WITH WEB VERTICAL) SHALL BE WITH TYPE 20 CLAMP WITH A BEAM CLAMP CHANNEL ADAPTER. ATTACHMENTS TO STEEL CHANNEL (WITH WEB HORIZONTAL) SHALL BE WITH DRILLED HOLE ON CENTERLINE AND DOUBLE NUT AND WASHER. ATTACHMENTS TO CONCRETE SHALL BE WITH TYPE 18 INSERT OR A DRILLED HOLE WITH EXPANSION ANCHOR. HANGER RODS AND ATTACHMENTS SHALL BE FULL SIZE OF THE HANGER-THREADED DIAMETER. PROVIDE TYPE 40 INSULATION PROTECTION SHIELDS FOR INSULATED PIPING. PROVIDE STEEL SUPPORT RODS. PROVIDE NONMETALLIC HAIRFELT OR PLASTIC PIPING ISOLATORS BETWEEN COPPER TUBING AND THE HANGERS.
18. LABEL ALL WATER SERVICE VALVES IN ACCORDANCE WITH APPLICABLE CODES
19. COORDINATE EXACT FLOOR DRAIN LOCATIONS ARCHITECTURAL DRAWINGS. SLOPE ENTIRE ROOM TO DRAINS.
20. ALL TRAP PRIMER VALVES NOT LOCATED IN NORMALLY UNOCCUPIED SPACES SHALL BE MOUNTED ABOVE THE CEILING AND PROVIDED WITH A LABEL ON THE CEILING GRID TO INDICATE THE TRAP PRIMER LOCATION. NO TRAP PRIMERS SHALL BE INSTALLED EXPOSED IN NORMALLY OCCUPIED SPACES
21. ROUTE SANITARY PIPING AS HIGH AS POSSIBLE TO AVOID CONFLICT WITH FOOTERS AND TO MAINTAIN ABILITY TO GRAVITY DISCHARGE INTO CITY SEWER. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF THE NEW SANITARY SEWER LATERAL AND ENSURE WASTE PIPING IS INSTALLED TO PROVIDE A GRAVITY DISCHARGE INTO THE CITY MAIN
22. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL ASSOCIATED WASTE AND WATER TAP FEES ASSOCIATED WITH THIS PROJECT. ALL FEES ARE TO BE INCLUDED IN THE CONSTRUCTION COST
23. ALL WORK INSTALLED SHALL MEET THE REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2025 INTERNATIONAL PLUMBING CODE AND THE 2013 INTERNATIONAL ENERGY CONSERVATION CODE.

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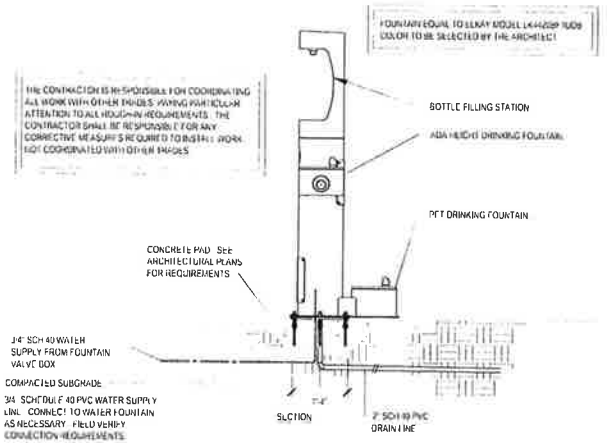
P1.0
PLUMBING NOTES AND SCHEDULES

THE EXISTING SANITARY WASTE PIPING SERVING THIS RESTROOM SHALL BE THOROUGHLY CLEANED OUT FROM THE FIXTURE CONNECTIONS TO THE NEAREST MANHOLE. EXTERIOR CLEANOUT COVERS SHALL BE REPLACED NEW. FIELD VERIFY EXACT LOCATION AND QUANTITY PRIOR TO BEGINNING ANY WORK.

INSTALLATION OF NEW FIXTURES SHALL BE CLOSELY COORDINATED WITH THE GENERAL CONTRACTOR AND ARCHITECT. ALL GAPS IN THE WALLS RESULTING FROM NEW FIXTURE INSTALLATION SHALL BE PATCHED TO MATCH THE SURROUNDING MEETING THE ARCHITECTS REQUIREMENTS FOR FIT AND FINISH. IF NEW FIXTURES ARE INSTALLED, THE CARRIERS SHALL BE REPLACED NEW.

SHEET DEMOLITION NOTES

1. EXISTING STAINLESS STEEL WATER CLOSET TO BE REPLACED NEW. CONTRACTOR SHALL REMOVE THE FIXTURE AND CARRIER ENTIRELY. PREPARE EXISTING WATER, SANITARY WASTE, AND VENT PIPING FOR RECONNECTION TO NEW CARRIER AND FIXTURE. THE FIXTURE IS TO BE INSTALLED ON A NEW CARRIER. ALL HARDWARE IS TO BE REPLACED WITH THIS REMOVAL AND INSTALLATION. THE EXISTING FLUSH VALVE AND ASSOCIATED ACTUATOR IS TO BE REPLACED NEW. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS. ALL GASKETING IS TO BE REPLACED NEW. RESEAL AROUND INTERFACE AT WALL.
2. EXISTING STAINLESS STEEL URINAL TO BE REPLACED NEW. THE EXISTING FLUSH VALVE AND ASSOCIATED ACTUATOR IS TO BE REPLACED NEW. PREPARE EXISTING WATER, SANITARY WASTE AND VENT PIPING FOR RECONNECTION TO NEW FIXTURE. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS. RESEAL AROUND FIXTURE AT INTERFACE WITH WALL AND FLOOR.
3. EXISTING LAVATORY AND ASSOCIATED FAUCET TO BE REMOVED ENTIRELY. PREPARE EXISTING WASTE, WATER, AND VENT PIPING AS NECESSARY FOR RECONNECTION TO NEW FIXTURE. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS.
4. EXISTING FLOOR DRAIN TO REMAIN. THE GRATE IS TO BE REPLACED NEW. CONTRACTOR SHALL FIELD VERIFY EXACT SIZE AND SCREW PATTERN. NEW GRATE SHALL MATCH EXISTING GRATE. CONTRACTOR SHALL THOROUGHLY CLEAN THE FLOOR DRAIN TRAP AND BRANCH PIPING.
5. EXISTING WATER FOUNTAIN TO BE REMOVED. CAP WASTE, WATER, AND VENT PIPING AIR TIGHT INSIDE WALL AS NECESSARY.
6. PROPOSED LOCATION FOR NEW WATER HEATER. PAY PARTICULAR ATTENTION TO PLACEMENT WITH THE ELECTRICAL CONTRACTOR TO AVOID CONFLICTS WITH ELECTRICAL PANELS AND ROOM EXISTING TO REMAIN EXHAUST FAN.
7. EXISTING HOSE BIBB AND RECESSED COVER TO BE REMOVED ENTIRELY. PREPARE EXISTING WATER PIPING AS NECESSARY FOR RECONNECTION TO NEW FIXTURE. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS.



2 DRINKING FOUNTAIN DETAIL
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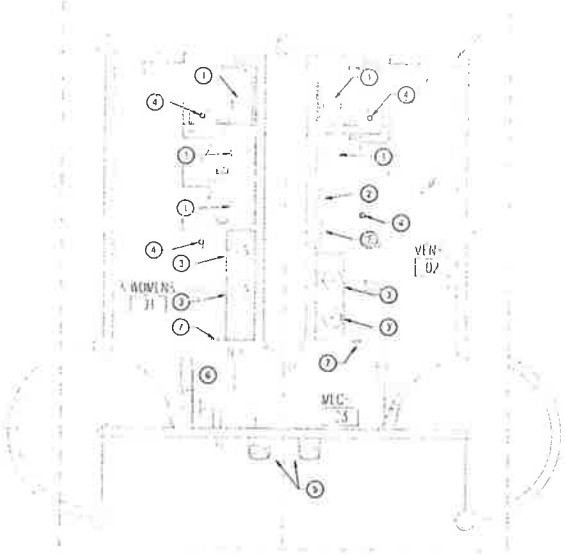

N 1 PLUMBING DEMOLITION PLAN
SCALE: 1/4"=1'-0"

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PLUMBING DEMO PLAN

SHEET NEW WORK NOTES

(1) NEW WATER CLOSET. CONTRACTOR SHALL PROVIDE AND INSTALL NEW FIXTURE WITH NEW CARRIER AND ASSOCIATED HARDWARE. RECONNECT NEW FIXTURE/CARRIER TO EXISTING WATER, WASTE AND VENT PIPING. MODIFY EXISTING PIPING AS NECESSARY FOR RECONNECTION TO NEW FIXTURE/CARRIER. SEAL AROUND FIXTURE AT WALL INTERFACE TO MATCH SURROUNDING CONSTRUCTION.

(2) NEW URINAL. CONTRACTOR SHALL PROVIDE AND INSTALL NEW FIXTURE WITH ASSOCIATED HARDWARE. RECONNECT NEW FIXTURE TO EXISTING WATER, WASTE AND VENT PIPING. MODIFY EXISTING PIPING AS NECESSARY FOR RECONNECTION TO NEW FIXTURE. SEAL AROUND FIXTURE AT WALL INTERFACE TO MATCH SURROUNDING CONSTRUCTION.

(3) NEW CONCRETE LAVATORY SYSTEM AND FAUCETS TO BE INSTALLED AND CONNECTED TO EXISTING UTILITY PIPING. PROVIDE AND INSTALL NEW BATTERY POWERED SENSOR FAUCET AT EACH LAVATORY WASH STATION.

(4) ALL WATER PIPING IN THE CHASE AND MECHANICAL SPACE IS TO BE REINSULATED COMPLETELY NEW. THE EXISTING HEAT TRACE IS TO BE REMOVED AND REPLACED NEW PRIOR TO INSTALLING NEW INSULATION. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BEGINNING ANY WORK TO HAVE AN UNDERSTANDING OF THE QUANTITY AND SIZE OF PIPING REQUIRING INSULATION AND HEAT TRACE. COORDINATE ELECTRICAL POWER REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR. IT IS EXPECTED THE EXISTING POWER CIRCUITS ARE TO BE REUSED. HEAT TRACE SHALL BE EQUAL TO CHROMALOX SRF SERIES 8 WATTS/FT. HEAT TRACE SHALL BE INSTALLED PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS TO PREVENT PIPE FREEZING. HEAT TRACE SHALL BE INSTALLED ON ALL WATER PIPING LOCATED IN THE PLUMBING CHASE AS WELL AS THE MECHANICAL ROOM WHERE THE WATER HEATER IS LOCATED. PROVIDE NEW PIPING HANGERS/SUPPORTS AS NECESSARY TO PROPERLY SUPPORT THE PIPING.

(5) CONTRACTOR SHALL PROVIDE AND INSTALL A NEW FLOOR DRAIN GRATE ON THE EXISTING FLOOR DRAIN. NEW GRATE SHALL MATCH THE EXISTING GRATE EXACTLY.

(6) INSTALL NEW WATER HEATER GENERALLY IN THIS LOCATION. CONNECT NEW WATER HEATER TO NEW HOT AND COLD WATER PIPING. PROVIDE AND INSTALL A NEW MIXING VALVE ON THE NEW DISTRIBUTION PIPING ADJACENT TO THE WATER HEATER. SET MIXING VALVE FOR 110 F. PROVIDE WITH NEW SUPPORT PLATFORM. COORDINATE FINAL LOCATION OF WATER HEATER AND MIXING VALVE INSTALLATION WITH OTHER TRADES TO AVOID CONFLICTS WITH THE ADJUSTMENTS MADE TO THE SPACE FOR THE FLOOD ELEVATION REVISIONS. REFERENCE ARCHITECTURAL AND ELECTRICAL PLANS FOR COORDINATION.

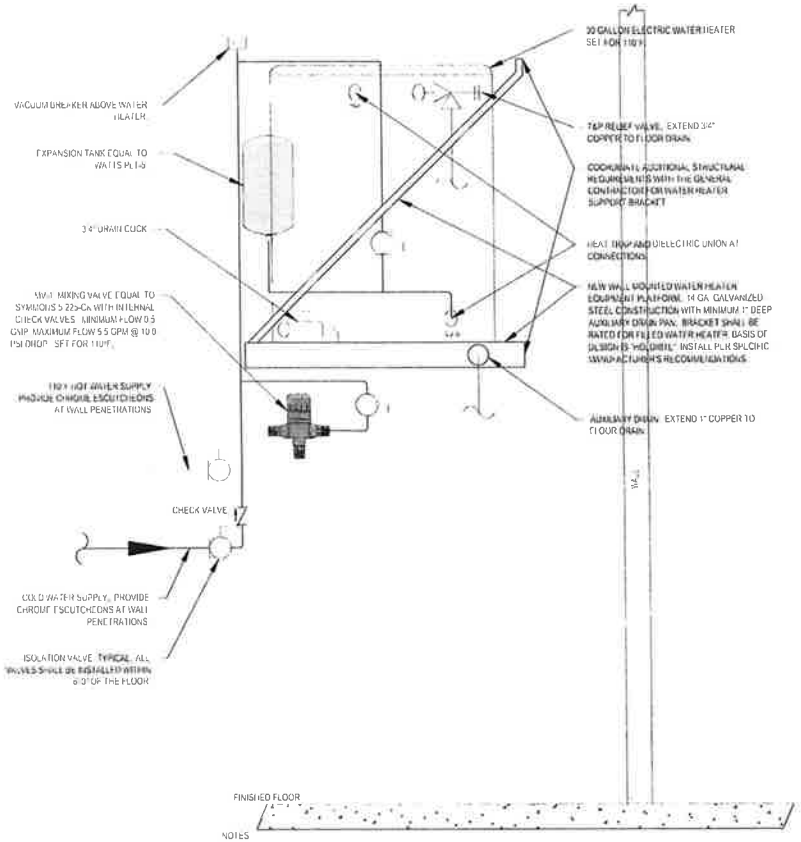
(7) INSTALL OUTDOOR BI-LEVEL PEDESTAL FOUNTAIN. COORDINATE FINAL LOCATION WITH ARCHITECT. CONNECT TO WATER AND WASTE PIPING AS NECESSARY.

(8) NEW RECESSED FREEZE PROOF HOSE BIBB TO BE INSTALLED AND CONNECTED TO EXISTING WATER PIPING. PATCH WALL AS NECESSARY AROUND NEW HOSE BIBB INSTALLATION.

(9) EXISTING WATER METER IN BELOW GRADE BOX TO REMAIN. CONTRACTOR SHALL CLEAN ALL DEBRIS AND DIRT FROM BOX TO ADEQUATELY EXPOSE THE METER AND VALVE.

(10) NEW 3/4" CW PIPING TO WATER HEATER. FIELD VERIFY A SUITABLE LOCATION FOR THE CONNECTION OF THE NEW PIPING TO THE EXISTING PIPING SERVING THE RESTROOM. PROVIDE ISOLATION BALL VALVE AT CONNECTION OF NEW TO EXISTING. EXTEND 3/4" HW PIPING FROM WATER HEATER AND MIXING VALVE TO CHASE FOR CONNECTION TO THE LAVATORY SYSTEMS FAUCETS.

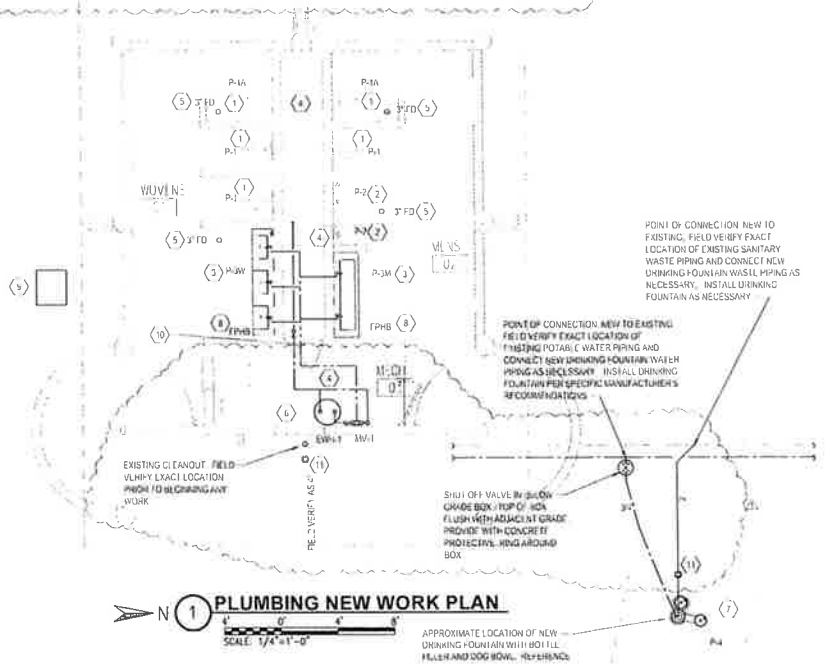
(11) CONTRACTOR SHALL PROVIDE AND INSTALL A NEW BACKWATER VALVE WITH COVER INSTALLED FLUSH WITH ADJACENT CONCRETE SIDE WALK. BACKWATER VALVE SHALL BE EQUAL TO ZURN Z1088 SERIES. INSTALL PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS.



NOTES
1. PIPING DIAGRAM. SEE MANUFACTURERS RECOMMENDATIONS FOR ADDITIONAL INFORMATION.
2. THE TEMPERATURE AND PRESSURE RELIEF VALVE SETTING SHALL NOT EXCEED PRESSURE RATING OF ANY ANY COMPONENT IN THE SYSTEM.
3. PROVIDE WITH ISOLATION VALVES AS INDICATED.
4. PROVIDE WITH HEAT TRAPS ON INLET AND OUTLET.

(2) WATER HEATER INSTALLATION DETAIL

NOT TO SCALE



(1) PLUMBING NEW WORK PLAN

SCALE: 1/4"=1'-0"

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PLUMBING NEW WORK PLAN

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
ARCH	ARCHITECT OR ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BFG	BELOW FINISHED GRADE
BKR	CIRCUIT BREAKER
BLDG	BUILDING
C	CONDUIT
CKT	CIRCUIT
CT	CURRENT TRANSFORMER
CU	COPPER
DDC	DIRECT DIGITAL CONTROL
DEMO	DEMOLISH
ELEC	ELECTRICAL
EWCB	ELECTRICAL WATER COOLER
EWC	ELECTRIC WATER COOLER
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
EX	EXISTING TO REMAIN
FMC	FLEXIBLE METAL CONDUIT
FA	FIRE ALARM
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLA	FULL LOAD AMPS
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
HH	HANDHOLE
HOA	HAND-OFF-AUTOMATIC
HP	HEAT PUMP OR HORSEPOWER
HVAC	HEATING VENTILATION & AIR-CONDITIONING
JB	JUNCTION BOX
KAIC	KILO AMPERE INTERRUPTING CAPABILITY
KCMIL	THOUSAND CIRCULAR MILS
LTG	LIGHTING
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
LV	LOW VOLTAGE
MAX	MAXIMUM
MCA	MINIMUM CIRCUIT AMPACITY
MCC	MOTOR CONTROL CENTER
MCM	THOUSAND CIRCULAR MILS
MH	MANHOLE
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MNT	MOUNTING HEIGHT
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
N	NEMA 1
NJR	NEMA 3R
NA	NOT APPLICABLE
NEC	NATIONAL ELECTRICAL CODE
NEU	NEUTRAL
OCPD	OVERCURRENT PROTECTION DEVICE
OHE	OVERHEAD ELECTRIC
PNL	PANELBOARD
PWR	POWER
REC	RECEPTACLE
REQ	REQUIRED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SA	SURGE ARRESTER
SCA	SHORT CIRCUIT AMPS
SPEC	SPECIFICATION
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLT
VA	VOLT-AMPERES
VAR	VOLT-AMPERES REACTIVE
VAV	VARIABLE AIR VOLUME UNIT
W	WATTS
WAO	WORK AREA OUTLET
WP	WEATHERPROOF
XFMR	TRANSFORMER
Ø	PHASE
°	DEGREES
Δ	DELTA
Ω	OHMS

ELECTRICAL SPECIFICATIONS (26 00 00)

1 GENERAL ELECTRICAL
1.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.
1.2 THE CONTRACTOR SHALL CAREFULLY EXAMINE THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS.
1.3 THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS.
1.4 ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT OR ENGINEER AND GOVERNING AUTHORITIES.
1.5 IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER. ALL LAMPS SHALL BE GUARANTEED FOR 30 DAYS AFTER ACCEPTANCE.
1.6 THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO WIRING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.
1.7 PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 2 WEEKS PRIOR TO BID OPENING (UNLESS OTHERWISE SPECIFIED). ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.

2 CODES & STANDARDS
2.1 INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS
2.1.1 NATIONAL ELECTRICAL CODE
2.1.2 NFPA 70 NATIONAL FIRE PROTECTION CODE
2.1.3 INTERNATIONAL BUILDING CODE
2.1.4 INTERNATIONAL ENERGY CONSERVATION CODE
2.1.5 NFPA 101
2.1.6 ADA
2.1.7 ANSI
2.1.8 NEMA
2.1.9 OSHA
2.1.10 UL

3 ALTERATIONS & ADDITIONS TO EXISTING WORK
3.1 PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.
3.2 AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.
3.3 MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.
3.4 COORDINATE ALL REQUIRED OUTAGES WITH OWNER.

4 BASIC MATERIALS & METHODS
4.1 ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.
4.2 ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.
4.3 ELECTRICAL CONTRACTOR SHALL PROVIDE ADEQUATE AND PROPER SUPPORT FOR ALL ELECTRICAL OUTLETS, DEVICES, LIGHT FIXTURES, ETC. BUILT-IN OR MOUNTED ON CEILINGS. NO OUTLET BOX, DEVICE, LIGHT FIXTURE, ETC. SHALL BE SUPPORTED FROM ANY ACOUSTICAL CEILING TILE OR DRYWALL CEILING. PROVIDE METAL SUPPORTS THAT ARE MADE FOR USE WITH CEILING GRID SYSTEMS OR PROVIDE HANGERS FROM STRUCTURE ABOVE.
4.4 CONDUIT ROUTINGS AND DEVICES/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY. CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.
4.5 JUNCTION BOXES LOCATED ABOVE CEILING SHALL BE INSTALLED FACING DOWN AND SHALL BE ACCESSIBLE AFTER INSTALLATION.
4.6 COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.
4.7 THE CONDUIT MATERIAL SHALL BE AS FOLLOWS (MC CABLE NOT PERMITTED)
4.7.1 BELOW GRADE - RNC (POWER & SITE LIGHTING ONLY). ELBOWS 2½" AND LARGER SHALL BE RGS.
4.7.2 RISER FROM 36" BELOW GRADE - RGS
4.7.3 CONCEALED RISER FROM 36" BELOW GRADE - RNC (POWER ONLY)
4.7.4 ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS
4.7.5 ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT
4.7.6 INDOORS NOT SUBJECT TO PHYSICAL ABUSE - EMT OR METAL CLAD CABLE (AS ALLOWED BY LOCAL AUTHORITY HAVING JURISDICTION)
4.7.7 FINAL CONDUIT CONNECTIONS TO HEAT PUMPS, AIR HANDLERS, EXHAUST FANS, AND WATER HEATERS SHALL BE LFMC WHETHER INTERIOR OR EXTERIOR.
4.8 CONDUIT FITTINGS SHALL BE AS FOLLOWS
4.8.1 EMT - 4.8.2 USE STEEL SET SCREW WITH INSULATED THROATS FOR INTERIOR USE. COMPRESSION FITTINGS WITH INSULATED THROATS FOR EXTERIOR. 4.8.3 USE SET-SCREW STEEL WITH INSULATED THROATS.
4.8.4 RGS - THREADED GALVANIZED STEEL
4.8.5 PVC - PVC APPROVED FOR THE USE
4.8.6 FMC - ZINC-PLATED STEEL OR CADMIUM-PLATED MALLEABLE IRON SCREW TYPE WITH INSULATED THROAT
4.8.7 LFMC - CADMIUM-PLATED MALLEABLE IRON OR STEEL COMPRESSION TYPE WITH INSULATED THROAT
4.9 ALL OUTLET BOXES SHALL BE 4"X4"X1½" DEEP MINIMUM.
4.10 ELECTRICAL CONTRACTOR SHALL WORK CLOSELY WITH THE MASONRY CONTRACTOR ON THE INSTALLATION OF ALL ELECTRICAL BOXES, CABINETS, RINGS, ETC. IN MASONRY WALLS. THE BOXES SHALL BE INSTALLED AT THE UNIFORM HEIGHTS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS. PROVIDE APPROPRIATE DEPTH MASONRY RINGS FOR ALL OUTLETS IN MASONRY WALLS TO ENSURE PROPER CUTTING AND FITTING. THE FACE OF THE CABINETS, BOXES, RINGS, ETC. SHALL BE PLUMB AND FLUSH WITH THE FACE OF THE FINISH MATERIAL. ANY CABINET, OUTLET BOX, ETC. NOT MEETING THE ABOVE REQUIREMENT SHALL BE REMOVED AND RE-INSTALLED AT NO ADDITIONAL COST TO THE OWNER.
4.11 ALL SIGNALS AND PARKING LOT ASPHALT AREAS THAT ARE CUT DUE TO NEW ELECTRICAL SERVICES SHALL BE REPAIRED TO MATCH EXISTING.
4.12 ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.
4.13 WALL OUTLETS SHALL NOT BE INSTALLED BACK TO BACK.
4.14 COORDINATE LOCATIONS OF ELECTRICAL EQUIPMENT, DEVICES, OUTLETS, FIXTURES, ETC. WITH ARCHITECTURAL PLANS, ELEVATIONS AND REFLECTED CEILING PLANS PRIOR TO ROUGH-IN WORK.

5 GROUNDING & BONDING
5.1 PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.
5.2 BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC TYPE.
5.3 ALL CABLES SHALL BE COPPER. ALL BOLTED CONNECTIONS SHALL BE BRONZE.
5.4 WHERE AVAILABLE, BOND TO BUILDING STRUCTURAL STEEL, BUILDING FOUNDATION STEEL, METAL WATER SERVICE PIPING.

6 IDENTIFICATION
6.1 PROVIDE ENGRAVED 3"X4" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.
6.2 PAINT THE RACEWAY SYSTEM CONDUITS AND BOX COVERS ABOVE CEILINGS FOR THE FOLLOWING SYSTEMS AS FOLLOWS
6.2.1 208 VOLT SYSTEMS - BLACK
6.2.2 AFTER PAINTING, WRITE THE CIRCUIT NUMBER (I.E. "LP-A-3") ON ALL BRANCH CIRCUIT JUNCTION BOX COVERS. EXPOSED BOXES SHALL BE MARKED ON THE INSIDE COVER.

7 GENERAL WIRING DEVICES
7.1 SWITCHES - SPECIFICATION GRADE, 20 AMP, COLOR BY ARCHITECT.
7.2 RECEPTACLES - SPECIFICATION GRADE, 20 AMP, NEMA 5-20R, COLOR BY ARCHITECT.
7.3 COVER PLATES - NYLON, COLOR BY ARCHITECT.
7.4 SPECIAL RECEPTACLES - PER THE DRAWINGS. VERIFY WITH EQUIPMENT BEING SUPPLIED.
7.5 APPROVED MANUFACTURERS - HUBBELL, LEVITON, EAGLE, PASS & SEYMOUR.

8 SAFETY SWITCHES
8.1 HEAVY DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE, QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.
8.2 PROVIDE WITH GROUND LUG KIT.
8.3 INTERIOR - NEMA 1
8.4 EXTERIOR - NEMA 3R
8.5 APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, SIEMENS, EATON.

9 MOTOR STARTERS
9.1 MANUAL TYPE SHALL BE TOGGLE WITH THERMAL OVERLOAD.
9.2 MAGNETIC TYPE SHALL HAVE SOLID STATE OVERLOAD RELAY WITH Ø LOSS AND Ø UNBALANCE PROTECTION, HOA SWITCH, RED RUN AND GREEN STOP LED LIGHTS.
9.3 INTERIOR - NEMA 1
9.4 EXTERIOR - NEMA 3R
9.5 APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, SIEMENS, EATON.

10 PANELBOARDS
10.1 FRONT ACCESSIBLE, BOLT-ON MOLDED CASE C/Bs, COPPER PHASE & NEUTRAL BUSSING, COPPER GROUND BAR, FULLY RATED (SERIES RATING NOT ALLOWED).
10.2 INTERIOR - NEMA 1
10.3 ALL INTERIOR PANELBOARDS ARE TO HAVE FOUR SPARE 3/4" CONDUITS INSTALLED TO AN ACCESSIBLE SPACE FOR FUTURE.
10.4 EXTERIOR - NEMA 3R
10.5 PROVIDE UPDATED TYPE-WRITTEN DIRECTORY IN CLEAR SLEEVE ON INSIDE OF DOOR.
10.6 APPROVED MANUFACTURERS - XXX

11 LIGHTING
11.1 PROVIDE A 6'-0" MAXIMUM FLEXIBLE CONNECTION FROM EACH RECESSED LIGHTING FIXTURE TO JUNCTION BOX ABOVE CEILING.

ELECTRICAL LEGEND

POWER DEVICES
- NEMA 5-20R GENERAL DUPLEX RECEPTACLE (MOUNT OUTLET 18" AFF)
- NEMA 5-20R DUPLEX GENERAL RECEPTACLE (MOUNT 7" ABOVE COUNTER OR HEIGHT INDICATED)
- NEMA 5-20R DUPLEX GENERAL RECEPTACLE (MOUNT FACE DOWN IN THE CEILING)
- NEMA 5-20R DUPLEX GENERAL RECEPTACLE (MOUNT IN MILLWORK AS DIRECTED)
- TWO (2) NEMA 5-20R DUPLEX RECEPTACLES (MOUNT OUTLET 18" AFF)
- TWO (2) NEMA 5-20R DUPLEX RECEPTACLES (MOUNT 7" ABOVE COUNTER OR HEIGHT INDICATED)
- TWO (2) NEMA 5-20R DUPLEX RECEPTACLES (MOUNT FACE DOWN IN THE CEILING)
- TWO (2) NEMA 5-20R DUPLEX RECEPTACLES (MOUNT IN MILLWORK AS DIRECTED)
- TWO (2) NEMA 5-20R DUPLEX RECEPTACLES (MOUNT IN MILLWORK AS DIRECTED)
- SPECIAL NEMA RECEPTACLE (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)

LIGHTING DEVICES
- SINGLE-POLE LIGHTING SWITCH (MOUNT 48" TO TOP OF BOX) AFF SUBSCRIPT INDICATES AS FOLLOWS
  - LV - LOW VOLTAGE SWITCH
    - SEE MANUFACTURER'S SPECS FOR WIRING REQUIREMENTS AND PROGRAMMED TO BE MANUAL ON
  - D - LOW VOLTAGE DIMMER SWITCH
    - SEE MANUFACTURER'S SPECS FOR WIRING REQUIREMENTS AND PROGRAMMED TO BE MANUAL ON
  - O - LOW VOLTAGE DIMMER SWITCH
    - WITH OCCUPANCY SENSOR AND PROGRAMMED TO BE MANUAL ON
  - LV-SRL - LOW VOLTAGE DIMMER SWITCH
    - WITH SINGLE RELAY OCCUPANCY SENSOR AND PROGRAMMED TO BE MANUAL ON
  - LV-DRL - LOW VOLTAGE DIMMER SWITCH
    - WITH DUAL RELAYS OCCUPANCY SENSOR AND PROGRAMMED TO BE MANUAL ON
- LOW VOLTAGE 360° DUAL TECHNOLOGY OCCUPANCY SENSOR (MOUNT IN CEILING UNLESS OTHERWISE NOTED)
- POWER RELAY PACK WITH DIMMING (MOUNT ABOVE CEILING UNLESS OTHERWISE NOTED)

WIRING
- CIRCUIT WIRING (2#12, 1#12G, 3/4" C, UNLESS OTHERWISE NOTED; TICK MARKS DESIGNATE QUANTITY OF HOT/NEU CONDUCTORS)
- 3DP-XX CIRCUIT HOME RUN TO THE INDICATED PANELBOARD (2#12, 1#12G, 3/4" C, UNLESS OTHERWISE NOTED)
  - MINIMUM SIZE ON 120V HOMERUNS GREATER THAN 50 FEET SHALL BE #10 AWG
  - MINIMUM SIZE ON 120V HOMERUNS GREATER THAN 100 FEET SHALL BE #8 AWG
  - MINIMUM SIZE ON 120V HOMERUNS GREATER THAN 160 FEET SHALL BE #6 AWG
  - MINIMUM SIZE ON 277V HOMERUNS GREATER THAN 100 FEET SHALL BE #10 AWG

  (CREASE CONDUIT SIZE AS REQUIRED PER NEC. TEXT INDICATES CIRCUIT DESIGNATION)
- LV LOW VOLTAGE CABLING NOT ROUTED IN CONDUIT (SEE MANUFACTURER'S SPECIFICATIONS FOR WIRE TYPE)

IDENTIFICATION
- (HVAC 1) IDENTIFICATION TAG, MECHANICAL EQUIPMENT (SEE SCHEDULES FOR MORE INFORMATION)
- (SLT) IDENTIFICATION TAG, LIGHTING FIXTURES (SEE SCHEDULES FOR MORE INFORMATION)
- (3DP) IDENTIFICATION TAG, PANELBOARDS (SEE SCHEDULES FOR MORE INFORMATION)

POWER EQUIPMENT
- POWER PANELBOARD (SEE SCHEDULES FOR MORE INFORMATION)
- POWER COMPANY METER
- DISCONNECT SWITCH (NON-FUSED) (HEAVY DUTY FOR OUTDOOR USE)
- DISCONNECT SWITCH (FUSED AS INDICATED) (HEAVY DUTY FOR OUTDOOR USE)
- VARIABLE FREQUENCY DRIVE WITH INTEGRAL DISCONNECT AND SIZE AS INDICATED

MISCELLANEOUS EQUIPMENT
- ELECTRICAL TERMINATION TO EQUIPMENT (SEE SCHEDULES FOR MORE INFORMATION) OR JUNCTION BOX

MAURIN ARCHITECTURE CONSULTING

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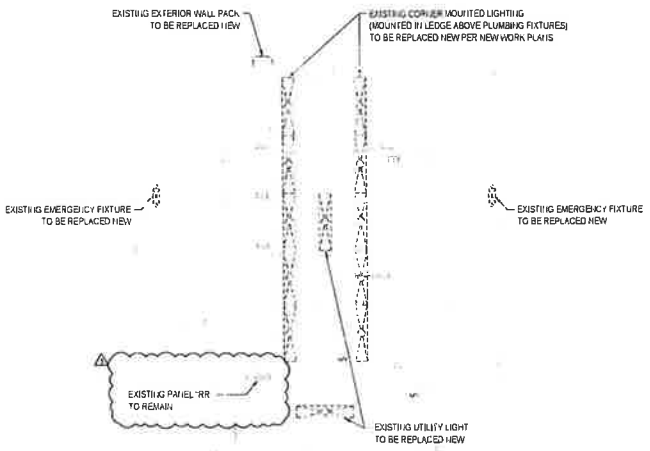
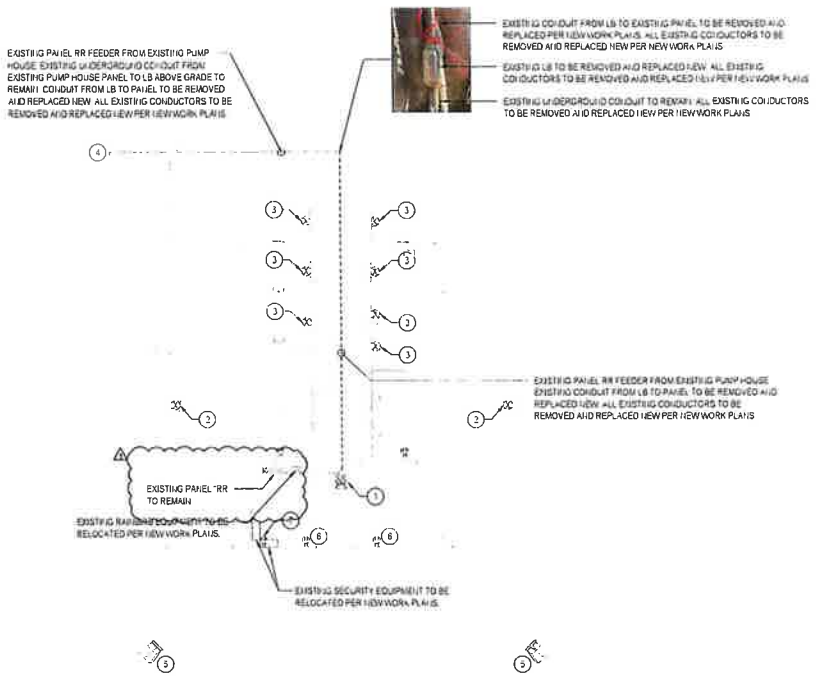
E1.1
ELECTRICAL LEGEND AND SPECIFICATIONS





N (1) EXISTING LIGHTING PLAN
SCALE 1/4"=1'-0"

N (2) EXISTING POWER PLAN
SCALE 1/4"=1'-0"

NEW WORK SHEET KEYNOTE(S)

1. APPROXIMATE LOCATION OF EXISTING CAMERA (LOCATED ABOVE ELECTRICAL ROOM) TO BE REMOVED AND TURNED OVER T THE OWNER. EXISTING CAMERA FEEDER TO REMAIN FOR CONNECTION TO NEW CAMERAS. SEE NEW WORK PLAN FOR ORE INFORMATION
2. APPROXIMATE LOCATION OF EXISTING HAND DRYER TO BE REMOVED AND REPLACED / RELOCATED PER NEW WORK PLANS. THE ELECTRICAL CONTRACTOR SHALL REMOVE THE EXISTING CONDUCTORS BACK TO THE PANEL. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A COVER PLATE (COLOR BY ARCHITECT) TO COVER THE ABANDONED JUNCTION BOX. SEE NEW WORK PLANS FOR MORE INFORMATION
3. APPROXIMATE LOCATION OF EXISTING ELECTRIC FLUSH VALVE TO BE REMOVED AND REPLACED PER NEW WORK PLANS. THE ELECTRICAL CONTRACTOR SHALL REMOVE THE EXISTING CONDUCTORS BACK TO THE PANEL. SEE NEW WORK PLANS FOR MORE INFORMATION
4. EXISTING PANEL RR FEEDER FROM EXISTING PUMP HOUSE TO BE REPLACED PER NEW WORK PLANS
5. APPROXIMATE LOCATION OF EXISTING SPEAKER TO REMAIN
6. EXISTING RECEPTACLE LOCATED BELOW FLOOD PLANE TO BE COMPLETELY REMOVED CONDUCTORS TO BE REMOVED BACK TO PANEL OR NEAREST JUNCTION ABOVE FLOOD PLANE, TO REMAIN. EXISTING OPENINGS TO BE SEALED AS DIRECTED BY THE ARCHITECT OTHER OPENINGS IN WALL ARE BEING SEALED AS WELL - COORDINATE WITH ARCHITECT FOR FURTHER INFORMATION.
7. APPROXIMATE LOCATION OF EXISTING SECURITY EQUIPMENT QUAD TO BE RELOCATED WITH EXISTING SECURITY EQUIPMENT. PROVIDE NEW FEEDER FROM NEW PANEL

EXISTING GENERAL NOTE(S)

1. ALL ABANDONED CONDUIT AND CONDUCTORS TO BE COMPLETELY REMOVED
2. UNLESS OTHERWISE NOTED ALL EXISTING RECEPTACLES ARE EXISTING TO REMAIN
3. UNLESS OTHERWISE NOTED ALL EXISTING LIGHT FIXTURES TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS. EXISTING RACEWAYS CAN BE REUSED WHERE APPLICABLE. ALL EXISTING CONDUCTORS ARE TO BE REMOVED AND REPLACED NEW. SEE NEW WORK PLANS FOR MORE INFORMATION

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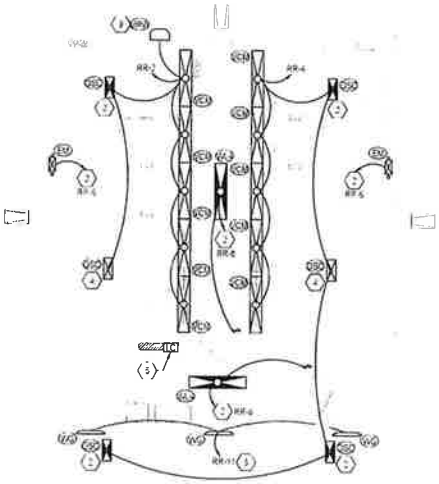
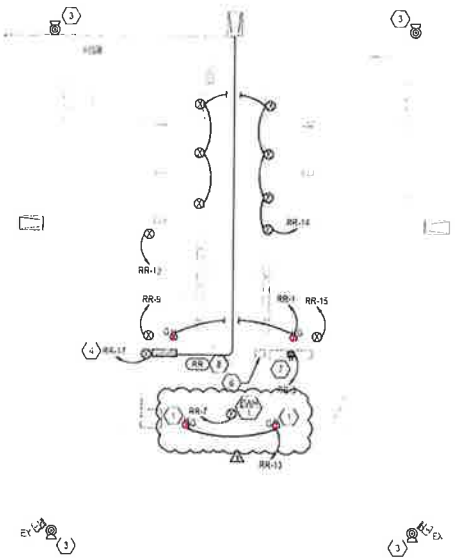
E2.1

EXISTING ELECTRICAL PLAN



N 1 NEW WORK LIGHTING PLAN

SCALE 1/4"=1'-0"



N 2 NEW WORK POWER PLAN

SCALE 1/4"=1'-0"

NEW WORK SHEET KEYNOTE(S)

1. MOUNT THESE RECEPTACLES AT 6' A.F.F.
2. PROVIDE THIS FIXTURE WITH AN INTEGRAL BATTERY BACK UP. INVERTERS ARE ACCEPTABLE BUT MUST BE MOUNTED IN A LOCATION THAT PROTECTS FROM VANDALISM AND ABOVE THE FLOOD PLANE
3. LOCATION OF NEW CAMERA. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL A 1" CONDUIT FROM THE NEW CAMERA LOCATION TO THE EXISTING SECURITY HEAD END EQUIPMENT. COORDINATE FINAL LOCATION AND AIMING OF CAMERAS WITH OWNER PRIOR TO ROUGH IN
4. NEW HEAT TRACE. COORDINATE LOCATION OF POWER CONNECTION WITH EQUIPMENT PRIOR TO ROUGH IN AND ADJUST AS REQUIRED
5. ~~THE ELECTRICAL CONTRACTOR SHALL SERVE THE NEW COLOR CHANGING LIGHTS OF THE NEW PROVIDE OR APPROVED EQUAL LIGHTING CONTROLLER AND PROGRAM PER OWNER / ARCHITECT'S REQUIREMENTS. COORDINATE AND PROVIDE INTERCONNECTION WITH LIGHTING AS REQUIRED. NEW INC. FIXTURES TO BE MOUNTED AT TOP OF WALL TO WALL WASH DOWN. FIELD COORDINATE FINAL LOCATION / MOUNTING HEIGHT OF FIXTURE WITH ARCHITECT / ENGINEER / OWNER PRIOR TO ROUGH IN. MOUNT CLOSE TO CEILING BUT AT A MINIMUM OF 8'-0" A.F.F.~~
6. NEW LOCATION OF EXISTING RAINBIRD EQUIPMENT. EQUIPMENT TO BE RELOCATED ABOVE FLOOD PLAN LEVEL. COORDINATE FINAL LOCATION WITH OWNER PRIOR TO ROUGH IN. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL MOUNTING HARDWARE, CABLING, CONDUIT, ETC. AS REQUIRED TO RELOCATE THE EQUIPMENT AND ENSURE IT IS RECONNECTED AND FULLY FUNCTIONAL
7. NEW LOCATION OF EXISTING SECURITY EQUIPMENT AND ASSOCIATED QUAD RECEPTACLE. EQUIPMENT TO BE RELOCATED ABOVE FLOOD PLAN LEVEL. COORDINATE FINAL LOCATION WITH OWNER AND OWNER'S I.T. DEPARTMENT PRIOR TO ROUGH IN. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL MOUNTING HARDWARE, CABLING, CONDUIT, ETC. AS REQUIRED TO RELOCATE THE EQUIPMENT AND ENSURE IT IS RECONNECTED AND FULLY FUNCTIONAL
8. ~~THE FLOOD PLANE IS MEASURED AT 3'-6" ABOVE THE FINISHED FLOOR. THE EXISTING PANELS TO BE INSTALLED IN A NEMA 6" FLOOD PROOF ENCLOSURE. ALL PENETRATIONS ARE TO BE SEALED WITH A LISTED WATERTIGHT (SUBMERSIBLE) METHOD AS APPROVED BY THE ARCHITECT / OWNER~~
9. THIS FIXTURE TO BE MOUNTED AT HEIGHT / LOCATION OF DEMOLISHED FIXTURE.

NEW WORK GENERAL NOTE(S)

1. ALL NEW CONDUIT INSTALLED IS TO BE GRS AND IS TO BE CONCEALED WHERE POSSIBLE IN SPACES EXPOSED TO THE PUBLIC. ALL NEW SURFACE MOUNTED CONDUIT IS TO BE ROUTED NEATLY IN CORNERS AND PARALLEL TO STRUCTURE. EXPOSED CONDUIT TO BE PAINTED AS DIRECTED BY THE ARCHITECT

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E2.2

NEW WORK ELECTRICAL PLAN

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER AND CATALOG NUMBER	LAMPS		VOLTAGE	MOUNTING	NOTES
		QTY	LAMP TYPE			
EM	EMERGENCY LIGHTING LUMINAIRE WITH EMERGENCY BATTERY	LED	11	120	SURFACE	LED EMERGENCY EGRESS FIXTURE PROVIDE WITH INTEGRAL BATTERY BACK UP MOUNT AT LOCATION AND HEIGHT OF EXISTING FIXTURE
EX	EMERGENCY LIGHTING LUMINAIRE WITH EMERGENCY BATTERY BACK UP	LED	2X	120	SURFACE	LED EMERGENCY EGRESS FIXTURE PROVIDE WITH INTEGRAL BATTERY BACK UP MOUNT TO STRUCTURE
EMW	EMERGENCY LIGHTING WALL MOUNTED EXTERIOR EMERGENCY LIGHT	LED	2X	120	SURFACE	LED EXTERIOR WALL FIXTURE PROVIDE WITH INTEGRAL BATTERY BACK UP MOUNT AT LOCATION AND HEIGHT OF EXISTING FIXTURE
WP	EXTERIOR LIGHTING WALL MOUNTED EXTERIOR LIGHT	LED	2X	120	SURFACE	LED EXTERIOR FIXTURE PROVIDE WITH INTEGRAL BATTERY BACK UP MOUNT AT LOCATION OF EXISTING FIXTURE
[illegible]	[illegible] EXTERIOR LIGHTING [illegible]	LED	2X	120	SURFACE	LED EXTERIOR FIXTURE PROVIDE WITH INTEGRAL BATTERY BACK UP WHERE APPLICABLE MOUNT AT LOCATION AND HEIGHT OF EXISTING FIXTURE *PAINT TO BE MATCHED
[illegible]	[illegible] PROVIDE CAGE WHERE SUBJECT TO DAMAGE	LED	2X	120	SURFACE	LED EXTERIOR FIXTURE PROVIDE WITH INTEGRAL BATTERY BACK UP WHERE APPLICABLE MOUNT AT LOCATION OF EXISTING FIXTURE

NOTES: PROVIDE ALL MOUNTING HARDWARE AS REQUIRED FOR A COMPLETE AND FUNCTIONAL SYSTEM.
VERIFY EXISTING LAMP TYPE AND PROVIDE MATCHING LAMP AS REQUIRED.
FINAL FIXTURE SELECTION TO BE APPROVED BY OWNER.

MECHANICAL EQUIPMENT SCHEDULE

MARK	EQUIPMENT TYPE	VOLTS	PHASE	MCA	OCP (AMPS)	WIRING AND CONDUIT	NOTES
[illegible]	[illegible]	120	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

* COORDINATE ALL FINAL LOCATION AND POWER REQUIREMENTS WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN AND ADJUST ACCORDINGLY

PANELBOARD SCHEDULE: EXISTING RR

VOLTAGE: [illegible] PHASE: [illegible] WIRE: [illegible] AMPS: [illegible] MAIN BUS RATE: [illegible]

CKT	LOAD	BAR P	BAR AT	CKT (VA)	PHASE (VA) A	PHASE (VA) B	PHASE (VA) C	CKT (VA)	BAR AT	BAR P	LOAD	CKT
1	LIGHTING	1	20	0.0	0.0			0.0	20	1	RECEPTACLES	2
3	LIGHTING	1	20	0.0		0.0		0.0	20	1	HAND DRYER	4
5	LIGHTING	1	20	0.0			0.0	0.0	20	1	HAND DRYER	6
7	RECEPTACLES	1	20	0.0	0.0			0.0				8
9	MAINTENANCE	1	20	0.0		0.0		0.0	20	1	OCCUPIED SPACE	10
11	SECURITY EQUIPMENT	1	20	0.0			0.0	0.0				12
13	SPARE	1	20		0.0			0.0	20	1	EXHAUST FAN	14
15	SPARE	1	20					0.0	20	1	SPARE	16
17	SPARE	1	20					0.0	20	1	SPARE	18
19	SPARE	1	20					0.0	20	1	SPARE	20
21	SPARE	1	20					0.0	20	1	SPARE	22
23	SPARE	1	20					0.0	20	1	SPARE	24
25	SPARE	1	20					0.0	20	1	SPARE	26
27	SPARE	1	20					0.0	20	1	SPARE	28
29	SPARE	1	20					0.0	20	1	SPARE	30
31	SPARE	1	20					0.0	20	1	SPARE	32
33	SPARE	1	20					0.0	20	1	SPARE	34
35	SPARE	1	20					0.0	20	1	SPARE	36
37	SPARE	1	20					0.0	20	1	SPARE	38
39	SPARE	1	20					0.0	20	1	SPARE	40
41	SPARE	1	20					0.0	20	1	SPARE	42
		PHASE (VA)			1.0	0.3	0.1	TOTAL (VA)				0.7
		PHASE (AMPS)			0.5	0.1	0.0	TOTAL (AMPS)				0.6

PANELBOARD SCHEDULE: MODIFIED RR

VOLTAGE: [illegible] PHASE: [illegible] WIRE: [illegible] AMPS: [illegible] MAIN BUS RATE: [illegible]

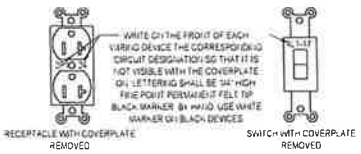
CKT	LOAD	BAR P	BAR AT	CKT (VA)	PHASE (VA) A	PHASE (VA) B	PHASE (VA) C	CKT (VA)	BAR AT	BAR P	LOAD	CKT
1	RECEPTACLES	1	20	0.0	0.0			0.0	20	1	LIGHTS	2
3	RECEPTACLES	1	20	0.0		0.0		0.0	20	1	LIGHTS	4
5	SPARE	1	20				0.0	0.0	20	1	EXISTING LIGHTS	6
7	LIGHTS	1	20	0.0	0.0			0.0	20	1	LIGHTS	8
9	HAND DRYER	1	20	0.0		0.0			20	1	SPARE	10
11	OCCUPANCY LIGHTS	1	20	0.0			0.0	0.0				12
13	RECEPTACLES	1	20	0.0	0.0			0.0	20	1	HAND DRYER	14
15	WATER HEATER	1	20	1.5		1.5		0.7	20	1	HIGH VALVES	16
17	HEAT TRACE	1	20	0.5			0.5	0.0	20	1	SPARE	18
19	EXISTING PANEL	3	50	4.5	3.8			0.0	20	1	SPARE	20
21				4.5		4.5		0.0	20	1	SPARE	22
23				4.5			4.5	0.0	20	1	SPARE	24
25	SPARE	1	20					0.0	20	1	SPARE	26
27	SPARE	1	20					0.0	20	1	SPARE	28
29	SPARE	1	20					0.0	20	1	SPARE	30
31	SPARE	1	20					0.0	20	1	SPARE	32
33	SPARE	1	20					0.0	20	1	SPARE	34
35	SPARE	1	20					0.0	20	1	SPARE	36
37	SPARE	1	20					0.0	20	1	SPARE	38
39	SPARE	1	20					0.0	20	1	SPARE	40
41	SPARE	1	20					0.0	20	1	SPARE	42
		PHASE (VA)			3.8	6.0	4.5	TOTAL (VA)				14.3
		PHASE (AMPS)			3.2	5.0	3.8	TOTAL (AMPS)				12.0

2RR
208Y/120V
FROM PANEL XX

PANELBOARD/SWITCHBOARD LABEL

1) PLASTIC TAG WITH ENGRAVED LETTERING
2) BLACK LETTERS WITH 1/2" AND 1/4" TEXT AND WHITE BACKGROUND
3) SECURE TAG WITH STAINLESS STEEL SCREWS AND BEVEL EDGES

1 TYPICAL EQUIPMENT LABELING DETAIL
NOT TO SCALE



2 WIRING DEVICE LABEL DETAIL
NOT TO SCALE

COMcheck Software Version COMcheckWeb

Interior Lighting Compliance Certificate

Project Information

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts
[illegible]	[illegible]	[illegible]	[illegible]

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps / Fixture	C # of Fixture	D Fixture Watt.	E (C X D)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Interior Lighting PASSES

Interior Lighting Compliance Statement

[illegible]

Christine Marie - Professional Engineer

02/25/2020

COMcheck Software Version COMcheckWeb

Exterior Lighting Compliance Certificate

Project Information

Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts /	D Tradable Wattage	E Allowed Watts (B X C)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps / Fixture	C # of Fixture	D Fixture Watt.	E (C X D)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Exterior Lighting PASSES

Exterior Lighting Compliance Statement

[illegible]

Christine Marie - Professional Engineer

COMCHECK

CONSULTING

MAURIN ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014360-00

03 16 2026
PROJECT 2515
ISSUED FOR CONSTRUCTION
PERMIT ADV COMMENTS 3/31/26

E3.1

ELECTRICAL DETAILS AND SCHEDULES

SINGLE LINE DIAGRAM NOTES

1. EXISTING GROUNDING SYSTEM TO REMAIN
2. EXISTING BONDS TO FOUNDATION REBAR BUILDING WATER SERVICE AND BUILDING STEEL TO REMAIN

NOTE: LOCATION OF MAIN BREAKERS AND FEEDERS INTO EQUIPMENT IS NOT INTENDED TO SHOW TOP OR BOTTOM MOUNTED MAIN BREAKER OR BOTTOM TOP OR SIDE FEEDER ENTRY. THE SINGLE LINE DIAGRAM IS PURELY DIAGRAMMATIC. CONTRACTOR SHALL VERIFY PROPER BREAKER POSITIONS AND FEEDER ENTRIES INTO EQUIPMENT AND PROVIDE AS REQUIRED

NOTE: THIS IS AN ELECTRICAL POWER DISTRIBUTION SYSTEM SINGLE LINE DIAGRAM. NOT ALL MECHANICAL EQUIPMENT CIRCUITS AND BRANCH CIRCUITS ARE SHOWN

PANELBOARD INFORMATION SCHEDULE

MARK	PANEL TYPE	MOUNT	VOLTAGE	PH	WIRE	MAIN BKR RTG	FOR MAIN RTG	MIC RTG	BUS RTG	FEEDER
A										
NOTE:	1. THIS PANEL IS EXISTING TO REMAIN. REPLACE EXISTING 100 MAIN BREAKER WITH NEW 100 MAIN BREAKER.									
	2. [illegible] TO BE EQUIPPED WITH ARC FAULT CIRCUIT PROTECTION IN ACCORDANCE WITH NEC 210.12									

EXISTING 200A PANEL SERVING EXISTING PANEL RR - LOCATED ON PUMP HOUSE APPROXIMATELY 210' FROM RESTROOM BUILDING. THE CONTRACTOR SHALL MONITOR THE EXISTING PANEL IN ACCORDANCE WITH NEC ARTICLE 220.87 TO DETERMINE THE MAXIMUM DEMAND TO AVOID OVERLOADING THE PANEL. THE CONTRACTOR SHALL MEASURE AND RECORD THE DATA AND SUBMIT TO OWNER AND ENGINEER FOR REVIEW PRIOR TO BEGINNING WORK.

EXISTING LB TO BE REMOVED AND REPLACED NEW. ALL EXISTING CONDUCTORS TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS

THE ELECTRICAL CONTRACTOR SHALL LOCATE THE EXISTING BREAKER FEEDING THE EXISTING RESTROOM PANEL 'RR' AND REMOVE AND REPLACE WITH A NEW 100/3 BREAKER

EXISTING PANEL RR LOCATED IN RESTROOM BUILDING TO REMAIN - EXISTING 100 MAIN BREAKER TO BE REPLACED PER NEW WORK PLANS

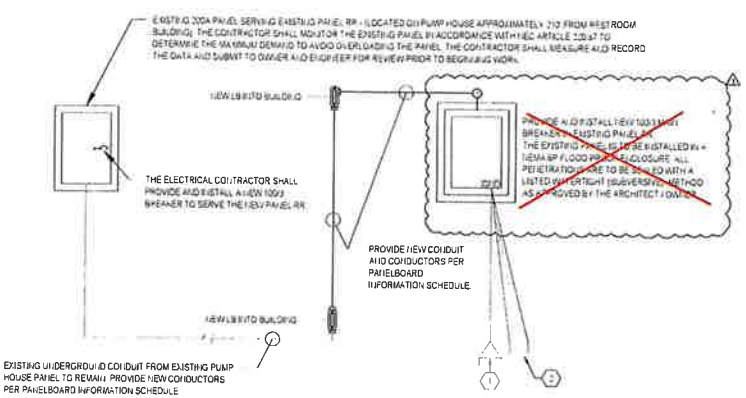
EXISTING PANEL RR FEEDER FROM EXISTING PUMP HOUSE. EXISTING CONDUIT FROM LB TO PANEL TO BE REMOVED AND REPLACED NEW. ALL EXISTING CONDUCTORS TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS

EXISTING LB TO BE REMOVED AND REPLACED NEW. ALL EXISTING CONDUCTORS TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS

EXISTING PANEL RR FEEDER FROM EXISTING PUMP HOUSE. EXISTING UNDERGROUND CONDUIT FROM EXISTING PUMP HOUSE PANEL TO LB ABOVE GRADE TO REMAIN. CONDUIT FROM LB TO PANEL TO BE REMOVED AND REPLACED NEW. ALL EXISTING CONDUCTORS TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS

1 EXISTING SINGLE LINE DIAGRAM

NOT TO SCALE



2 MODIFIED SINGLE LINE DIAGRAM

NOT TO SCALE

MAURIN ARCHITECTURE

CITY OF MOBILE - COOPER RIVERSIDE PARK
RESTROOM FACILITY RENOVATION PO 25014960-00

03 19 2026
PROJECT 2535
ISSUED FOR CONSTRUCTION
REVISE PER COMMENTS 3/31/26

E4.1

ELECTRICAL RISERS AND SCHEDULES

MAURINARCHITECTURE P.C.

Karrie Maurin, RA
karrie@maurinarch.com
C: 850-221-0670

Robert Maurin, RA
robert@maurinarch.com
C :850-485-4803

March 31, 2026

BLDC-166391-2026_
PO25014360-00 Cooper Riverside Park Restroom Facility Renovation

Responses to Permit Review Comments V2

BLD Building 03/31/26 v.2:
No review comments

ELE Electrical 03/31/26 v.2:
See all responses to Electrical Comments under separate letterhead attached.

FG Plumbing 03/31/26 v.2:
No review comments

MEC Mechanical 03/31/26 v.2:
No review comments

Planning & Zoning 03/31/26 v.2:
No review comments

PLM Plumbing 03/31/26 v.2:

1. An approved back water valve should be installed in the sewer(s) to meet compliance with FEMA and IPC.
   Response: Will comply, see keynote #11.
2. If the drinking fountain is a new install it will be required to have a 4in min sewer and an approved backwater valve.
   Response: A 2in line from drinking fountain and the sewer has been provided. A new back water valve has been provided, see keynote #11.
3. Installation of back water valves shall be added to the approved flood proofing package that includes procedural agreements for its operation.
   Response: Will comply, see P3.0 plan and key note #11 for (2) back water valve installation locations (RR sewer and drinking fountain). See attached Flood Proof Plan for wet proof plan as recommended by the City Inspections (Building, Plumbing & Electrical).

Respectfully,

Karrie Maurin, RA

601 ST. ANTHONY STREET MOBILE, ALABAMA 36603 C: 251-630-7460 INFO@MAURINARCH.COM

JAGUAR CONSULTING, LLC

Responses to COM Permit Comments

Date: March 31, 2026

Project:	*City of Mobile – Cooper Riverside Park Restroom Facility Renovation*
Location:	*Mobile, AL*
No.:	*25-048*

To: Karrie Maurin
Architect, Marurin Architecture
251 Saint Anthony St
Mobile, AL 36603

From: Christina Marie, P.E
Tommy McNicoll, E.I

Electrical

Comment:

1. The correct address is 1 Government Street per the street ticket. The correct address must be on all electrical pages.
2. All electrical pages need to be stamped by an engineer.
3. Plans are marked "Not For Construction". Plans that are for construction required.
4. All electrical equipment must be located above the base flood elevation.

Response:

1. Site address has been corrected on the titleblock and the ComCheck as requested.
2. All sheets have been signed and sealed as requested.
3. "Not for Construction" has been removed from all electrical sheets as requested.
4. ~~Existing panel "RR" is now called out to be installed in a NEMA 6P (prolonged submersion in water) enclosure. All other equipment (data equipment, water heater, sprinkler control box, lighting control panel) is called to be located to above the flood plane.~~

Flood Proof Plan

Wet Proof the existing open air Restroom Building with the following components (as advised by City Inspectors; Building, Plumbing & Electrical):

1. **We need to install a Backwater Valve Gate**. I have attached the product cutsheet and installation instructions.
2. **We need to install Flood Vents**. I have attached the product cutsheet. The size of the vent and the number of vents is subjective but dependent on square foot of enclosed space.
    a. Design rule of thumb:
        i. Vents must be on at least 2 walls
        ii. Vents should be 1' off the ground
        iii. Equivalent opening size (example: if the vent has 150 square inch opening, then it can drain a 150 square foot space.)
            1. With our restroom being 704 sq ft, we could have six (6) vents with 125 sq inch openings, and that would cover 750 sq ft, with 3 vents being in the womens restroom and 3 vents being in the mens restroom.

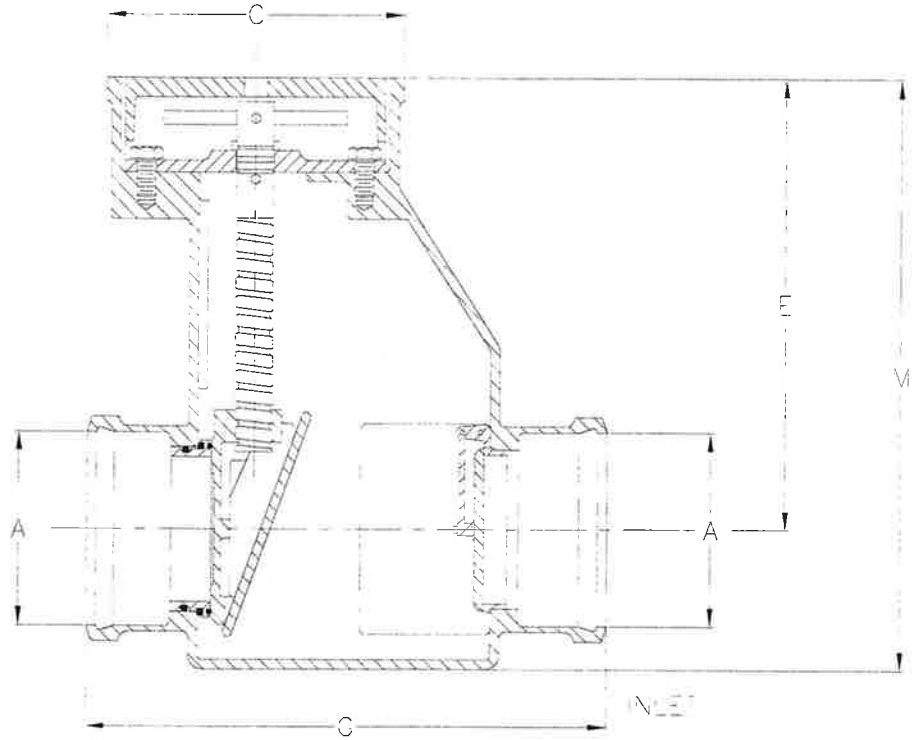
~~2. **We need to design the break box to be flood proof**. I have attached the electrical code. The breaker box does not have to be moved / does not have to be above base flood elevation if it is designed to be flood proof.~~

Z1088
BACKWATER VALVE
GATE TYPE

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



Dimensions In Inches				Approx. Wt. Lbs. [kg]
A Pipe Size	C	E	M	
4 [102]	8 [203]	12 [305]	15-3/4 [400]	80 [36]
6 [152]	10-1/2 [267]	14-1/2 [368]	19 [483]	120 [54]

ENGINEERING SPECIFICATION: ZURN Z1088
Gate Type Backwater Valve, Dura-Coated cast iron body with automatic PVC (4 [102] size only) flapper type backwater valve with O-ring adjacent to inlet and spade type bronze gate valve with O-ring seat insert adjacent to outlet easily controlled at floor level by covered handle engaging bronze non-rising stem. **Note:** Not designed nor intended to be used as a shut-off valve.

CONNECTIONS (Check/specify appropriate options)

PIPE SIZE	(Specify size/type) CONNECTION		G-LENGTH
4 [102]	____ HB X HB	Hub x Hub	14 [356]
6 [152]	____ HB X HB	Hub x Hub	16 [406]
4 [102]	____ HB X NH	Hub x No-Hub	18 [457]
6 [152]	____ HB X NH	Hub x No-Hub	20 [508]
4 [102]	____ NH X NH	No-Hub x No-Hub	18 [457]
6 [152]	____ NH X NH	No-Hub x No-Hub	16 [406]

PREFIXES

____ Z D.C.C.I. Body and Cover with PVC Flapper Valve, Bronze Check Valve, Gate, and Stem*

SUFFIXES

____ -BV Bronze Flapper Valve (4 [102] Size)
____ -G Galvanized Cast Iron
____ -WH Wheel Handle
____ -12 12 [305] Extension
____ -24 24 [610] Extension

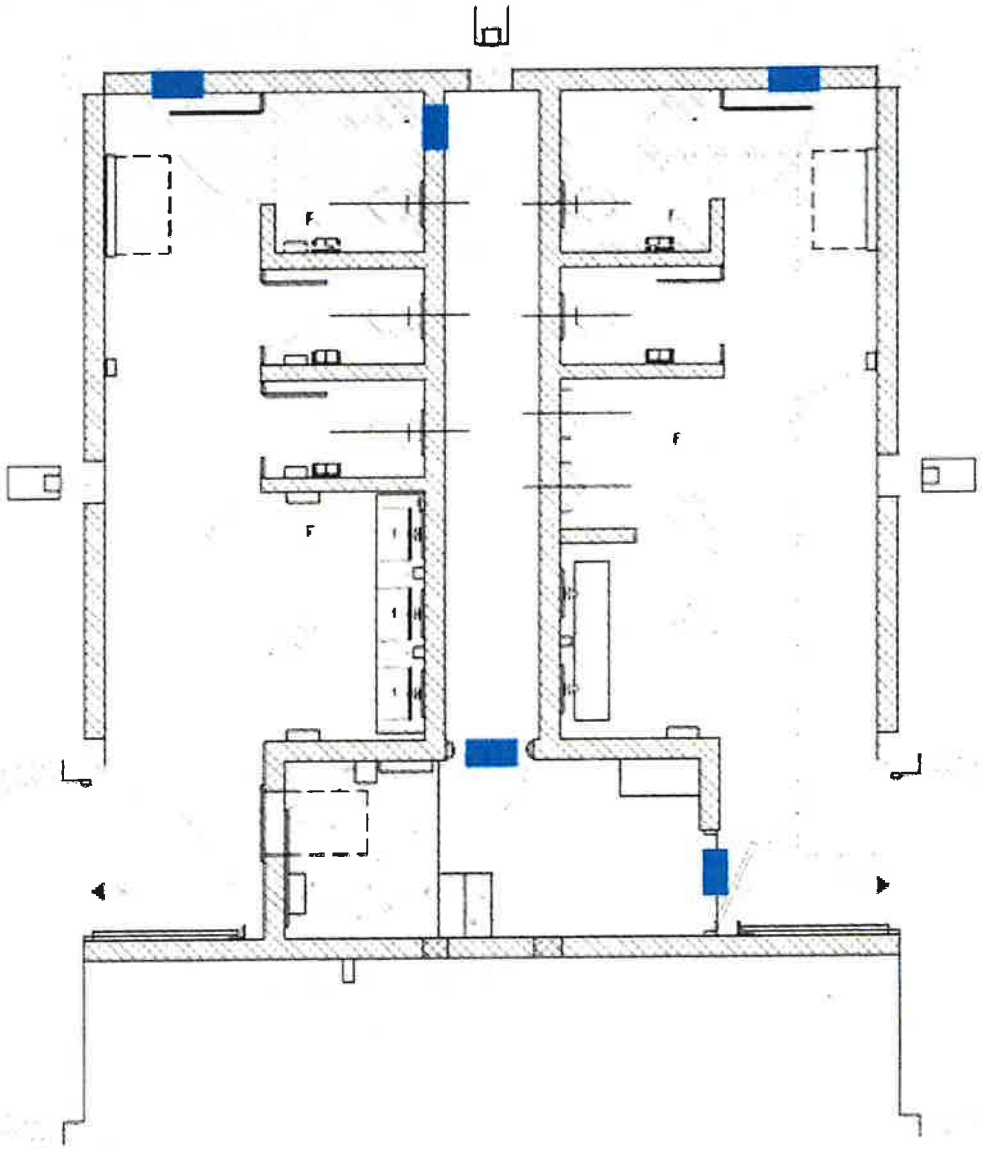
*REGULARLY FURNISHED UNLESS OTHERWISE SPECIFIED

REV. G DATE: 8/25/11 C.N. NO. 121989

DWG. NO. 58899 PRODUCT NO. Z1088

ZURN INDUSTRIES, LLC. ♦ SPECIFICATION DRAINAGE OPERATION ♦ 1801 Pittsburgh Ave. ♦ Erie, PA 16514
Phone: 814/455-0921 ♦ Fax: 814/454-7929 ♦ World Wide Web: www.zurn.com
In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905/405-8272 Fax: 905/405-1292

New Flood Vent placement plan:



Blue rectangles indicate proposed locations for new flood vents.

- The vent models thru cmu walls (3 total) shall be model SmartVENT 1540-510.
- The vents thru the doors (2 total) shall be fixed louver panels inserted 12in above finish floor at the bottom of the hollow metal doors.

ICC EVALUATION SERVICE

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ESR-2074

Reissued 02/2019

This report is subject to renewal 02/2021.

DIVISION: 08 00 00—OPENINGS

SECTION: 08 95 43—VENTS/FOUNDATION FLOOD VENTS

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS:
MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

ICC ES ICC ES PMG ICC ES LISTED

"2014 Recipient of Prestigious Western States Seismic Policy Council (WSSPC) Award in Excellence"

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ANSI ACCREDITED ISO/IEC 17065 Product Certification Body #1000

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ICC-ES Evaluation Report

ESR-2074

Reissued February 2019

This report is subject to renewal February 2021.

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DIVISION: 08 00 00—OPENINGS
Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514 FLOOD VENT SEALING KIT #1540-526

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2018, 2015, 2012, 2009 and 2006 *International Building Code®* (IBC)
- 2018, 2015, 2012, 2009 and 2006 *International Residential Code®* (IRC)
- 2018 *International Energy Conservation Code®* (IECC)
- 2013 *Abu Dhabi International Building Code* (ADIBC)†

†The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Properties evaluated:

- Physical operation
- Water flow

2.0 USES

The Smart Vent® units are engineered mechanically operated flood vents (FVs) employed to equalize hydrostatic pressure on walls of enclosures subject to rising or falling flood waters. Certain models also allow natural ventilation.

3.0 DESCRIPTION

3.1 General:

When subjected to rising water, the Smart Vent® FVs internal floats are activated, then pivot open to allow flow in either direction to equalize water level and hydrostatic pressure from one side of the foundation to the other. The FV pivoting door is normally held in the closed position by a buoyant release device. When subjected to rising water, the buoyant release device causes the unit to unlatch, allowing the door to rotate out of the way and allow flow. The water level stabilizes, equalizing the lateral forces. Each unit is fabricated from stainless steel. Smart Vent® Automatic Foundation Flood Vents are available in various models and sizes as described in Table 1. The SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 units each contain two vertically arranged openings per unit.

3.2 Engineered Opening:

The FVs comply with the design principle noted in Section 2.7.2.2 and Section 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)] for a maximum rate of rise and fall of 5.0 feet per hour (0.423 mm/s). In order to comply with the engineered opening requirement of ASCE/SEI 24, Smart Vent FVs must be installed in accordance with Section 4.0.

3.3 Ventilation:

The SmartVENT® Model #1540-510 and SmartVENT® Overhead Door Model #1540-514 both have screen covers with $^1/_4$-inch-by-$^1/_4$-inch (6.35 by 6.35 mm) openings, yielding 51 square inches (32 903 mm^2) of net free area to supply natural ventilation. The SmartVENT® Stacking Model #1540-511 consists of two Model #1540-510 units in one assembly, and provides 102 square inches (65 806 mm^2) of net free area to supply natural ventilation. Other FVs recognized in this report do not offer natural ventilation.

3.4 Flood Vent Sealing Kit:

The Flood Vent Sealing Kit Model #1540-526 is used with SmartVENT® Model #1540-520. It is a Homasote 440 Sound Barrier® (ESR-1374) insert with 21 – 2-inch-by-2-inch (51 mm x 51 mm) squares cut in it. See Figure 4.

4.0 DESIGN AND INSTALLATION

4.1 SmartVENT® and FloodVENT®:

SmartVENT® and FloodVENT® are designed to be installed into walls or overhead doors of existing or new construction from the exterior side. Installation of the vents must be in accordance with the manufacturer's instructions, the applicable code and this report. Installation clips allow mounting in masonry and concrete walls of any thickness. In order to comply with the engineered opening design principle noted in Section 2.7.2.2 and 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)], the Smart Vent® FVs must be installed as follows:

- With a minimum of two openings on different sides of each enclosed area.
- With a minimum of one FV for every 200 square

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feet (18.6 m^2) of enclosed area, except that the SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 must be installed with a minimum of one FV for every 400 square feet (37.2 m^2) of enclosed area.

- Below the base flood elevation.
- With the bottom of the FV located a maximum of 12 inches (305.4 mm) above the higher of the final grade or floor and finished exterior grade immediately under each opening.

4.2 Flood Vent Sealing Kit

The Flood Vent Sealing Kit Model 1540-526 is used in conjunction with FloodVENT® Model #1540-520. When installed and tested in accordance with ASTM E283, the FV and Flood Vent Sealing Kit assembly have an air leakage rate of less than 0.2 cubic feet per minute per lineal foot (18.56 l/min per lineal meter) at a pressure differential of 1 pound per square foot (50 Pa) based on 12.58 lineal feet (3.8 lineal meters) contained by the Flood Vent Sealing Kit.

5.0 CONDITIONS OF USE

The Smart Vent® FVs described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

5.1 The Smart Vent® FVs must be installed in accordance with this report, the applicable code and the manufacturer's installation instructions. In the event of a conflict, the instructions in this report govern.

5.2 The Smart Vent® FVs must not be used in the place of "breakaway walls" in coastal high hazard areas, but are permitted for use in conjunction with breakaway walls in other areas.

6.0 EVIDENCE SUBMITTED

6.1 Data in accordance with the ICC-ES Acceptance Criteria for Mechanically Operated Flood Vents (AC364), dated August 2015 (editorially revised October 2017).

6.2 Test report on air infiltration in accordance with ASTM E283.

7.0 IDENTIFICATION

7.1 The Smart VENT® models and the Flood Vent Sealing Kit recognized in this report must be identified by a label bearing the manufacturer's name (Smartvent Products, Inc.), the model number, and the evaluation report number (ESR-2074).

7.2 The report holder's contact information is the following:

SMART VENT PRODUCTS, INC.
430 ANDBRO DRIVE, UNIT 1
PITMAN, NEW JERSEY 08071
(877) 441-8368
www.smartvent.com
info@smartvent.com

TABLE 1—MODEL SIZES

MODEL NAME	MODEL NUMBER	MODEL SIZE (in.)	COVERAGE (sq. ft.)
FloodVENT®	1540-520	15 3/4" X 7 3/4"	200
SmartVENT®	1540-510	15 3/4" X 7 3/4"	200
FloodVENT® Overhead Door	1540-524	15 3/4" X 7 3/4"	200
SmartVENT® Overhead Door	1540-514	15 3/4" X 7 3/4"	200
Wood Wall FloodVENT®	1540-570	14" X 8 3/4"	200
Wood Wall FloodVENT® Overhead Door	1540-574	14" X 8 3/4"	200
SmartVENT® Stacker	1540-511	16" X 16"	400
FloodVent® Stacker	1540-521	16" X 16"	400

For **SI:** 1 inch = 25.4 mm; 1 square foot = m^2

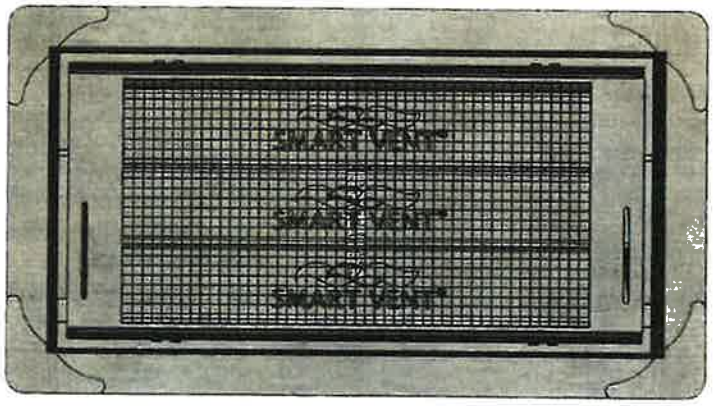

FIGURE 1—SMART VENT: MODEL 1540-510

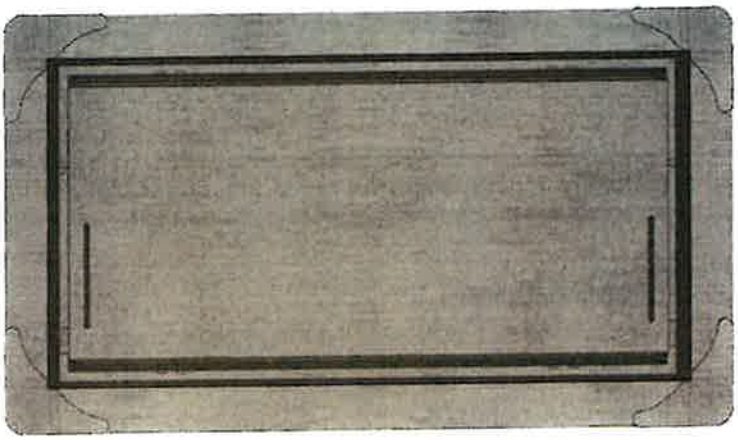

FIGURE 2—SMART VENT MODEL 1540-520

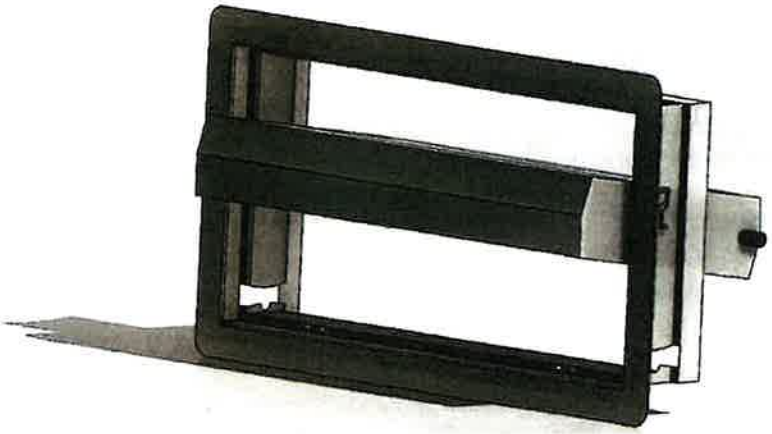

FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

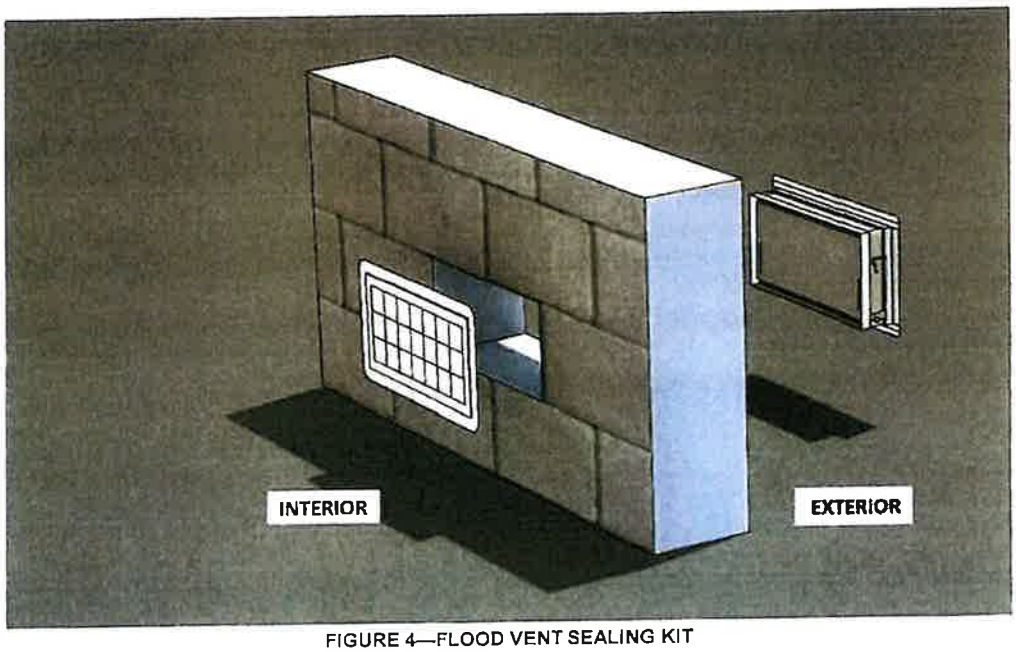

FIGURE 4—FLOOD VENT SEALING KIT

ICC-ES Evaluation Report

ESR-2074 CBC and CRC Supplement

Reissued February 2019

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DIVISION: 08 00 00—OPENINGS
Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, recognized in ICC-ES master evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code edition:

- 2016 *California Building Code* (CBC)
- 2016 *California Residential Code* (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the master evaluation report ESR-2074, comply with 2016 CBC Chapter 12, provided the design and installation are in accordance with the 2015 *International Building Code®* (IBC) provisions noted in the master report and the additional requirements of CBC Chapters 12, 16 and 16A, as applicable.

The products recognized in this supplement have not been evaluated under CBC Chapter 7A for use in the exterior design and construction of new buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland-Urban Interface Fire Area.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the master evaluation report ESR-2074, comply with the 2016 CRC, provided the design and installation are in accordance with the 2015 *International Residential Code®* (IRC) provisions noted in the master report.

The products recognized in this supplement have not been evaluated under 2016 CRC Chapter R337, for use in the exterior design and construction of new buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland-Urban Interface Fire Area.

The products recognized in this supplement have not been evaluated for compliance with the International Wildland–Urban Interface Code®.

This supplement expires concurrently with the master report, reissued February 2019.

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.

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ICC-ES Evaluation Report

ESR-2074 FBC Supplement

Reissued February 2019

This report is subject to renewal February 2021.

www.icc-es.org | (800) 423-6587 | (562) 699-0543 *A Subsidiary of the International Code Council®*

DIVISION: 08 00 00—OPENINGS
Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, recognized in ICC-ES master report ESR-2074, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2017 *Florida Building Code—Building*
- 2017 *Florida Building Code—Residential*

2.0 CONCLUSIONS

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the master evaluation report ESR-2074, comply with the *Florida Building Code—Building* and the FRC, provided the design and installation are in accordance with the 2015 *International Building Code®* provisions noted in the master report.

Use of the Smart Vent® Automatic Foundation Flood Vents has also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential* .

For products falling under Florida Rule 9N-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

This supplement expires concurrently with the master report, reissued February 2019.

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.

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COVER LETTER

June 12, 2026

Ben Russell
PL Russell, LLC.
251 Saint Anthony St.,
Mobile, AL 36603

The attached Amendment No.1 to Agreement executes a change to the contract between the City of Mobile ("Owner") and PL Russell, LLC. ("Contractor"), for the Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades project, COM Project No. PR-029-22.

Due to delays from the lighting manufacture, the light poles will not be delivered before the contract end date of July 2, 2026. While *most* construction of the Great Lawn will be complete by July 2, 2026, and the Great Lawn is still expected to open to the public as scheduled on July 4, 2026. To accommodate the 4th of July activities, the Contractor's subcontractor (Bagby & Russell) is offering to furnish and install temporary light fixtures. These lights and poles will be replaced when the correct material is delivered. The temporary fixtures and installation will be done at no extra cost.

Accordingly, we respectfully request an extension of the Contract completion date to August 14, 2026. This additional time accounts for unforeseen delays associated with transport, delivery, and installation, and related construction activities necessary to ensure the completed Great Lawn meets all project requirements.

Requesting this Amendment No.1 to Agreement to extend Contract Time and change the substantial completion date to August 14, 2026.

We look forward to continued communication on this important project. Please call Jake Clements with questions at 251-208-1138 or email at jake.clements@cityofmobile.gov

Respectfully,

Jake Clements
Project Manager
Programs and Project Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

AMENDMENT NO.1

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

AMENDMENT NO:	ONE (1)		
PROJECT NO:	PR-029-22	**DATE:**	June 12, 2026
TO CONTRACTOR:	PL Russell, LLC.	**CONTRACT DATE:**	November 24, 2025
ADDRESS:	251 Saint Anthony St., 759 Mobile, AL 36603		

TERMS: You are hereby authorized Amendment No.1 to Agreement to extend Contract Time and change the substantial completion date to August 14, 2026.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Notice to Proceed date ---------- November 24, 2025
Calendar Days to achieve Substantial Completion ---------- 210
Contract Substantial Completion date ---------- July 2, 2026
Calendar Days ADDED to achieve Substantial Completion ---------- 43
New Contract Substantial Completion time will EXTEND to ---------- August 14, 2026

The date of Substantial Completion as of this Amendment No.1 therefore is August 14, 2026.

MOBILE
ALABAMA

CONTRACT AMENDMENT NO.1 to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND PL RUSSELL, LLC. AS CONTRACTOR FOR CONTRACT TIME EXTENTION

This Amendment No.1 to Agreement is entered into as of the 27th day of July, 2026, between the City of Mobile as Owner and PL Russell, LLC. as Contractor.

WHEREAS, the City of Mobile ("Owner") and PL Russell, LLC. ("Contractor") entered into an Agreement for construction services at Mobile Riverfront Redevelopment Project, PR-029-22, dated October 14, 2025 (hereinafter referred to as "Agreement");

WHEREAS, the Agreement states in Articles of Agreement #23, Commencement and Completion, "The work shall commence within ten (10) days from the date specified in a Notice to Proceed..."; and the Notice to Proceed date is November 24, 2025;

WHEREAS, the Owner and Contractor wish to amend the Agreement to provide additional Contract Time pursuant to the cover letter provided and attached letter from the Contractor's subcontractor dated June 11, 2026, hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Additional Contract Time shall further extend the Agreement contract substantial completion time to August 14, 2026.

2. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

IN WITNESS WHEROF, each of the undersigned has caused this Amendment No.1 to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: **City of Mobile**

By: _____
Spiro N. Cheriogotis
Its: Mayor

CONTRACTOR: **PL Russell, LLC.**

By: _____
Ben Russell
Its: President

ATTEST: _____
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Ben Russell, whose name as President of PL Russell, LLC. is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of June, 2026.

Commission Expires: 4/19/29

AMELIA RUSSELL
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

Bagby & Russell Electric Company, Inc.
5500 PLANTATION RD. · THEODORE, ALABAMA 36582 · P.O. BOX 699 36590-0699 · (251-344-5987)
www.bagrus.com

June 11, 2026

PL RUSSELL LLC.

RE: Cooper Riverside Park Site Lighting

Dear Sir:

We have been informed by the lighting manufacture that we will not have the light poles and fixtures for this project prior to July 4th. Estimated lead times are not certain until an order has been placed. We were being told to expect an 8-10 week lead time, but after the order was placed, the actual lead time is much greater.

Having to change to steel poles in lieu of the aluminum poles, and adding nipples for receptacles and cameras led to the delay of the order being placed. See the statement below from the lighting representative.

"Stephen – the current ESD for poles and fixtures is 7/27. There were delays on the orientation of the camera mounting locations and wind loading issues. Those issues have been resolved and the ship date has been improved to 7/27 from the original ESD of 10/21"

Thanks

SESCO LIGHTING

Patrick Vance
Outside Sales Rep
200 E. Government Street, Suite 110 | Pensacola, FL 32502
P: (850) 262-0370 | C: (850) 572-3876 | F: (850) 262-0375
E: pvance@sescolighting.com

"If there is a problem with a SESCO product that you specified or we suppl ied,
we will fix it. PERIOD"

In order to accommodate the 4th of July activities, Bagby & Russell is offering to furnish and install the attached light fixtures on round, white steel poles. These lights and poles will be replaced when the correct material is delivered. The temporary fixtures and installation will be done at no extra charges.

With the permanent fixtures being shipped on July 27, we anticipate installation being complete by August 7, 2026.

We have the bollard lights in our possession, and we will be installing them the week of 6/15/2026.

Thank you for your patience and understanding.

Sincerely,
BAGBY & RUSSELL ELECTRIC



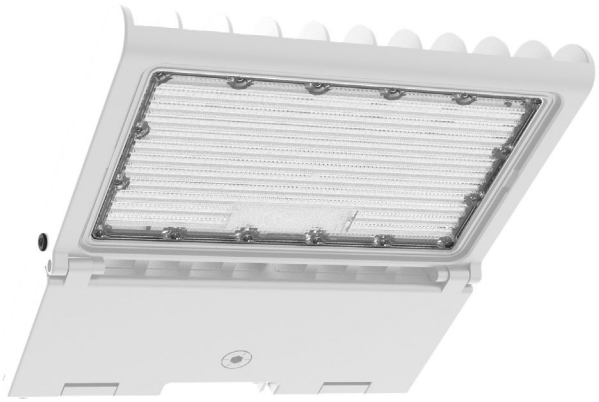
Stephen B. Connick
Vice President

LFXPRO SERIES Outdoor Lighting

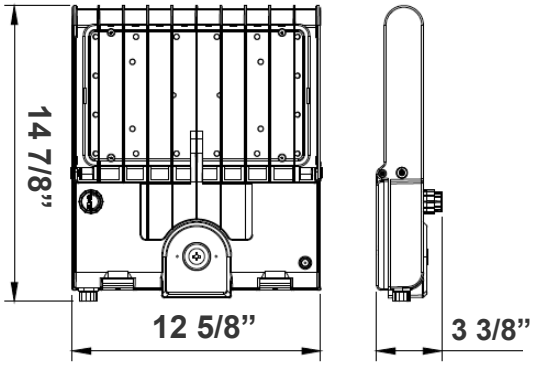
WESTGATE
THE FUTURE IS HERE...AND IT'S QUITE BRIGHT!

LFXPRO-LG-50-150W-MCTP-WH
POWER & CCT ADJUSTABLE FLOOD/AREA LIGHT
MCTP Multi Color Temperature & Multi Power/Wattage (Selectable)

Customer Name:
Project Name: City of Mobile
Note: | Type:



AVAIL. FINISHES



14 7/8"(L) x 12 5/8"(W) x 3 3/8"(H)

Ideal for general site lighting, alleys, loading docks, doorway, pathway, and parking areas.

Features

- LED FLood Light
- With snap-on & bolt mounting options for one-person Installations.
- Select a mounting option (Sold separately)
- 70,000 Hours Rated Life
- 7-Year Warranty
- Optic Lens Type: III
- Multi-CCT & Multi-Power - The Switches are on the Bottom of the Fixture

Technical Specifications

Electrical:

- Voltage: 100-277V AC 50/60Hz
- Wattage: 50W/ 80W/ 100W/ 150W
- Power Factor: >0.9
- Output Current: 0.25A
- Efficacy: 125 LPW
- THD: <20%

Mechanical:

- Housing: Die-cast Aluminum Housing with Powder Coat Finish (White)
- 10KV Lightning Surge Protection
- Operating Temperature: -40°F to 104°F
- IP Rating: IP65
- Suitable for Wet Locations
- Effective projected areas (EPA's) are:
  Front = 0.38 square feet
  Side = 0.30 square feet
  Face = 1.05 square feet

Lighting:

- Dimmable: 0~10V
- Solid State Lighting technology for long life, no Maintenance needed and High-Efficiency
- Lens Type: Optical TYPE III Lens, High Light Transmittance PC, Anti-UV and Flame Resistant
- Cord Type: 3.2' SJTW 18/3 AWG cable
- Total lumens: 19200LM Max.
- Color temperature: 3000K/ 4000K/ 5000K/ 5700K
- Color rendering index: CRI ≥ 70
- Beam Angle:90°x120°

Applications:

- Ideal for general site lighting, alleys, loading docks, doorway, pathway and parking areas.
- Replace existing HID flood lights/ wall packs

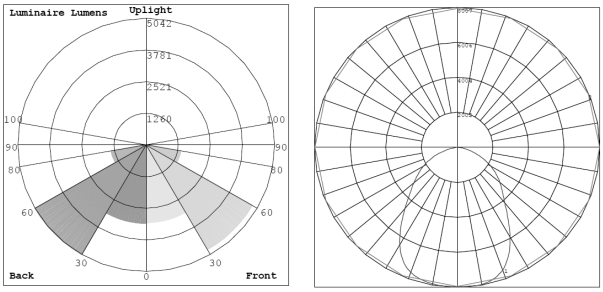
Other Models:

- 300W | 38000LM | LFXPRO-XL-150-300W-MCTP-WH

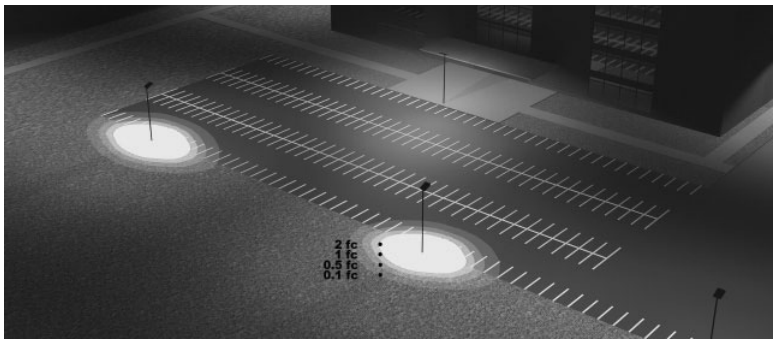
Phone: (877) 805-2252 | Fax: (877) 805-2252
www.westgatemfg.com |

Photometrics: LFXPRO-LG-50-150W-MCTP-WH

TYPE III



BUG Rating: B4-U0-G1



Area 65'x 75' Mounting Height: 20'

Other Views:



Side View



Front View

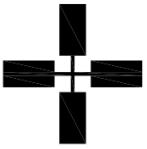


Back View

Performance Table: LFXPRO-LG-50-150W-MCTP-WH

MODEL NO.	Wattage	Voltage	Lumens	Color Temp.	BUG Rating	LPW
LFXPRO-LG-50-150W-MCTP-WH	50W 80W 100W 150W	120~277V	6250LM 10000LM 12500LM 18750LM	3000K 4000K 5000K 5700K	B4-U0-G1	125

EPA Rating:

Model						
LFX-LG	0.58	1	1.22	1.44	1.29	1.86

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2026

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery AL 36123

CONTACT NAME:
PHONE (A/C, No, Ext): 334-244-0004 **FAX (A/C, No):** 334-244-0350
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Co.	41394
INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	55028
INSURER C : Midwest Employers Casualty Co	23612
INSURER D : Lloyd's of London	32727
INSURER E :	
INSURER F :	

INSURED PLRUSSE-01
PL Russell LLC
P.O. Box 1623
Mobile AL 36633

COVERAGES **CERTIFICATE NUMBER:** 318729744 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC [ ] OTHER:			CPP02292	7/15/2026	7/15/2027	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 $ 100,000 $ 5,000 $ 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 [ ]			BAP02293	7/15/2026	7/15/2027	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 X RETENTION $ 10,000			XLP02294	7/15/2026	7/15/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MA690-2026-AL EWC009234	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional/Pollution Liability			ANE520221626	7/15/2026	7/15/2027	Professional/Pollutio	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 366331827
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David J. Durden

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Beau Fleming, Councilmember, District 5
Gina Gregory, Councilmember
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve contract with McElhenney Construction Co. LLC for construction services.

Amount of Contract:
$1,419,344.43

Funding Source
C1028

ATTACHMENTS:
1. 2025-3005-20 N. McGregor Reconstruction (McElhenney Construction Co. LLC) contract

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: North McGregor Ave Reconstruction (Roundabout to Springhill Avenue) (D5&7) COM Project: 2025-3005-20

PROJECT #: C1028 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Sidewalks, Curbing and Drainage Improvements

CONTRACT AMOUNT: $1,419,344.43

VENDOR NAME: McElhenney Construction Co. LLC

VENDOR NUMBER: 292750

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_X__N_X_; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 8/20/2026

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Council members Beau Fleming and Gina Gregory

WHEREAS, bids for sidewalk, curbing, and drainage improvements for district 5 and 7 were received and opened on July 29, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Co. LLC., contract in the amount of $1,419,344.43.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney Construction Co. LLC.

WHEREAS, no payment obligation shall arise unless and until funds are lawfully available and encumbered in accordance with applicable law.

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

Name of Company: McElhenney Construction Co. LLC.

Project Name: North McGregor Ave Reconstruction (Roundabout to Springhill Avenue)

Project Number: 2025-3005-20

Amount: $1,419,344.43

Adopted:

_____

City Clerk

MOBILE
ALABAMA

NORTH McGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVENUE)

PROJECT NO. 2025-3005-20

BID DATE – JULY 29, 2026

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Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A
Contractor's Insurance Certifications ..... Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C
Certifications, Affidavits, & Project Closeout ..... Attachment D
Sign Details ..... Attachment E
Project Addendums ..... Attachment F
Tax Exemption ..... Attachment G

INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, July 29th, 2026, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2025-3005-20
Project:	NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVENUE)
Project Description:	SIDEWALKS, CURBING, DRAINAGE, ROAD CONSTRUCTION, ASPHALT PAVING

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, July 24th, 2026.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, July 22nd, 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 provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE), City of Mobile Project No. 2025-3005-20, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond $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 NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE), City of Mobile Project No. 2025-3005-20, 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 insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/5/26

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

Project No: 2025-3005-20
Project Name: NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE)
Project Description: SIDEWALKS, CURBING, DRAINAGE, PAVING
Major work items include: sidewalk, curb and gutter, paving, signalization

The Bidder further agrees to construct the improvements in 75 working days.

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

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Friday, July 24th, 2026. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Four Thousand Seven Hundred Eighty Five Dollars and Seventeen	$4,785.17	$4,785.17
206-C1	254	SY	REMOVING CONCRETE SIDEWALK	Twelve Dollars and Four Cents	$12.04	$3,058.16
206-C2	1613	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Ten Dollars and Three Cents	$10.03	$16,178.39
206-D1	21	LF	REMOVING PIPE (ALL SIZES)	Twenty Five Dollars and Eight Cents	$25.08	$526.68
206-D2	584	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Twelve Dollars and Four Cents	$12.04	$7,031.36
206-D3	195	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Thirty Dollars and Ten Cents	$30.10	$5,869.50
206-E1	2	EA	REMOVING INLET	Nine Hundred Three Dollars and One Cent	$903.01	$1,806.02
206-E2	1	EA	REMOVING INLET (PARTIAL)	Six Hundred Two Dollars and No Cents	$602.00	$602.00
210-A	581	CY TBM	UNCLASSIFIED EXCAVATION	Twenty Five Dollars and Twenty Eight Cents	$25.28	$14,687.68
210-D	888	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Thirty Dollars and Forty Five Cents	$30.45	$27,039.60
214-A	50	CY	STRUCTURE EXCAVATION	Seventeen Dollars and Forty Six Cents	$17.46	$873.00
214-B1	50	CY	FOUNDATION BACKFILL, LOCAL	Thirty Nine Dollars and Seven Cents	$39.07	$1,953.50
214-B2	100	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	Ninety One Dollars and Ninety One Cents	$91.91	$9,191.00
230-A	5	RDB STA	ROADBED PROCESSING	Eight Hundred Eighty Dollars and Ninety Four Cents	$880.94	$4,404.70
301-A1	1113	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Thirty Four Dollars and Ninety Four Cents	$34.94	$38,888.22

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
301-A2	1113	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Eight Dollars and Fifty Cents	$8.50	$9,460.50
401-A	362	SY	BITUMINOUS TREATMENT A	Two Dollars and Thirty Two Cents	$2.32	$839.84
405-A	223	GAL	TACK COAT	Eight Dollars and Twelve Cents	$8.12	$1,810.76
408-A	5176	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.50" THICK)	Three Dollars and Forty One Cents	$3.41	$17,650.16
429-A1	458	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	One Hundred Forty Nine Dollars and Eighty Eight Cents	$149.88	$68,645.04
429-A2	50	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	One Hundred Ninety Seven Dollars and Seventy Two Cents	$197.72	$9,886.00
429-B	60	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	One Hundred Seventy Eight Dollars and One Cent	$178.01	$10,680.60
430-B	50	TON	AGGREGATE SURFACING	Eighty Dollars and Twenty Cents	$80.20	$4,010.00
530-A	22	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Twenty Dollars and Forty Four Cents	$120.44	$2,649.68
530-F	500	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Thirty Eight Dollars and Eighty Three Cents	$38.83	$19,415.00
533-A	13	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	One Hundred Sixty Three Dollars and Twenty Six Cents	$163.26	$2,122.38
600-A	1	LS	MOBILIZATION	One Hundred Seventeen Thousand Six Hundred Fifty Six	$117,656.35	$117,656.35
618-A1	964	SY	CONCRETE SIDEWALK, 4" THICK	Eighty Two Dollars and Forty Six Cents	$82.46	$79,491.44
618-A2	167	SY	CONCRETE SIDEWALK, 5" THICK	Eighty Eight Dollars and Fifty Two Cents	$88.52	$14,782.84

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-B1	95	SY	CONCRETE DRIVEWAY, 5" THICK	Ninety Three Dollars and Twenty Four Cents	$93.24	$8,857.80
618-B2	88	SY	CONCRETE DRIVEWAY APRON	One Hundred Four Dollars and Fifty Cents	$104.50	$9,196.00
618-D	10	EA	CURB RAMPS	One Thousand Nine Hundred Five Dollars and Thirty Three Cents	$1,905.33	$19,053.30
618-E	10	EA	TRUNCATED DOME INSERT FOR NEW RAMPS (FEDERAL COLOR 36076 - DARK GREY)	Three Hundred Thirty Two Dollars and Eighty Five Cents	$332.85	$3,328.50
620-A	1	CY	MINOR STRUCTURE CONCRETE	One Thousand Six Hundred Thirty Three Dollars and Sixty Five Cents	$1,633.65	$1,633.65
621-A1	1	EA	JUNCTION BOXES, TYPE 1	Four Thousand Six Hundred Sixty Nine Dollars and Forty Nine Cents	$4,669.49	$4,669.49
621-A2	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Six Thousand One Hundred Twenty One Dollars and Thirty	$6,121.37	$6,121.37
621-C	3	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Nine Hundred Twenty Eight Dollars and Ninety	$6,928.96	$20,786.88
623-C1	1221	LF	COMBINATION CURB AND GUTTER, TYPE C (MODIFIED)	Thirty Eight Dollars and Seventy One Cents	$38.71	$47,264.91
623-C2	28	LF	COMBINATION CURB AND GUTTER, TYPE C (SPECIAL)	Forty Eight Dollars and Twenty Four Cents	$48.24	$1,350.72
649-A	220	LF	2" HDPE CONDUIT PIPE, TYPE 5 INSTALLATION	Forty One Dollars and Eighty Nine Cents	$41.89	$9,215.80
650-A	175	CY TBM	TOPSOIL	Forty Three Dollars and Twenty Two Cents	$43.22	$7,563.50
652-C	1	ACRE	MOWING	Six Hundred Forty Four Dollars and Fifteen Cents	$644.15	$644.15
654-A	2500	SY	SOLID SOD (REPLACE IN KIND)	Seven Dollars and Fifty Seven Cents	$7.57	$18,925.00
663-C	150	LF	TREE PROTECTION FENCING	Three Dollars and Twenty Two Cents	$3.22	$483.00

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-E	1000	SY	POLYETHYLENE	Two Dollars and Sixty Five Cents	$2.65	$2,650.00
665-F	50	EA	HAY BALES	Fifteen Dollars and Ninety Eight Cents	$15.98	$799.00
665-G	40	EA	SAND BAGS	Seventeen Dollars and Fifty Seven Cents	$17.57	$702.80
665-J	550	LF	SILT FENCE	Four Dollars and Thirty Five Cents	$4.35	$2,392.50
665-O	550	LF	SILT FENCE REMOVAL	Two Dollars and Eighty Five Cents	$2.85	$1,567.50
665-Q	200	LF	WATTLES	Ten Dollars and Forty Five Cents	$10.45	$2,090.00
665-P	5	EA	INLET PROTECTION	Seven Hundred Eighty Five Dollars and Eighty Seven Cents	$785.87	$3,929.35
690-A	1	EA	PROJECT SIGN	One Thousand Three Hundred Eighty Four Dollars and Ninety	$1,384.94	$1,384.94
701-A1	1	MILE	SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE (5" WIDE)	Nine Thousand Nine Hundred Twenty Nine Dollars and Eighty	$9,929.89	$9,929.89
701-A2	1	MILE	SOLID YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE (5" WIDE)	Nine Thousand Nine Hundred Twenty Nine Dollars and Eighty	$9,929.89	$9,929.89
701-B	452	LF	DOTTED, CLASS 2AW, TYPE A TRAFFIC STRIPE (5" WIDE)	Four Dollars and Sixteen Cents	$4.16	$1,880.32
701-E	2000	LF	SOLID TEMPORARY TRAFFIC STRIPE	No Dollars and Twenty Eight Cents	$0.28	$560.00
701-G1	86	LF	BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE (5" WIDE)	Three Dollars and Thirty Three Cents	$3.33	$286.38
701-G2	77	LF	BROKEN YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE (5" WIDE)	Three Dollars and Thirty Three Cents	$3.33	$256.41
703-A	1320	SF	TRAFFIC CONTROL MARKINGS, CLASS 2AW, TYPE A	Eight Dollars and Eighty Eight Cents	$8.88	$11,721.60

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-B	45	SF	TRAFFIC CONTROL LEGENDS, CLASS 2AW, TYPE A	Eight Dollars and Eighty Eight Cents	$8.88	$399.60
703-D	200	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	Two Dollars and Twenty Two Cents	$2.22	$444.00
705-A1	130	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Five Dollars and Fifty Five Cents	$5.55	$721.50
705-A2	4	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Five Dollars and Fifty Five Cents	$5.55	$22.20
705-A3	20	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Five Dollars and Fifty Five Cents	$5.55	$111.00
705-A4	61	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Five Dollars and Fifty Five Cents	$5.55	$338.55
711-A	1	LS	ROADWAY SIGN RELOCATION	Eight Hundred Thirty Two Dollars and Eleven Cents	$832.11	$832.11
730-A	1	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (MCGREGOR AVE N AT SPRING HILL AVE)	Seven Thousand Ninety Dollars and Fifty Nine Cents	$7,090.59	$7,090.59
730-C	1	LS	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL UNIT (MCGREGOR AVE N AT SPRINGHILL AVE)	Forty Three Thousand Eight Hundred Fifty Four Dollars and Sixty Three Cents	$43,854.63	$43,854.63
730-H	524	LF	LOOP WIRE	Eight Dollars and Four Cents	$8.04	$4,212.96
730-K	3	EA	TRAFFIC SIGNAL JUNCTION BOX TYPE S2	One Thousand Two Hundred Fifty Four Dollars and Seventy One	$1,254.71	$3,764.13
730-L1	100	LF	1" METALLIC CONDUIT	Sixteen Dollars and Seventy One Cents	$16.71	$1,671.00
730-L2	350	LF	2" NON-METALLIC CONDUIT	Five Dollars and Fifty Three Cents	$5.53	$1,935.50
730-P	6	EA	PEDESTRIAN SIGNAL HEAD, TYPE LED	One Thousand Four Hundred Seventy Six Dollars and Seventy	$1,476.70	$8,860.20
730-Q	6	EA	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON	One Thousand Three Hundred Seventy Six Dollars and Thirty	$1,376.34	$8,258.04

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
730-R	1	EA	CONTROLLER ASSEMBLY, TYPE NEMA, 16 CHANNELS (CABINET POWDER COATED BLACK)	Forty Two Thousand Four Hundred Seventy Seven Dollars	$42,477.78	$42,477.78
730-T	1	EA	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	Five Thousand Four Hundred Ninety Nine Dollars and Fifty Four	$5,499.54	$5,499.54
730-U	1	LS	VIDEO DETECTION SYSTEM (MCGREGOR AVE N AT SPRING HILL AVE)	Forty Four Thousand Four Hundred Ninety Seven Dollars and	$44,497.09	$44,497.09
730-Y1	1	LS	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (CITY PROVIDED PED POLE)	Two Thousand Eight Hundred Eighty Six Dollars and Forty Six Cents	$2,886.46	$2,886.46
730-Y2	6	EA	POLE MOUNTED PEDESTRIAN SIGNAL FEATURES	One Thousand Thirty One Dollars and Fourteen Cents	$1,031.14	$6,186.84
740-B	551	SF	CONSTRUCTION SIGNS	Five Dollars and Eighty Two Cents	$5.82	$3,206.82
740-C	180	SF	SPECIAL CONSTRUCTION SIGNS	Six Dollars and Sixty Six Cents	$6.66	$1,198.80
740-D	125	EA	CHANNELIZING DRUMS	Sixteen Dollars and Ninety Two Cents	$16.92	$2,115.00
740-E	50	EA	CONES (36 INCHES HIGH)	Thirty Nine Dollars and Ninety Four Cents	$39.94	$1,997.00
740-F	12	EA	BARRICADES, TYPE III	Seventy Six Dollars and Fifty Five Cents	$76.55	$918.60
740-I	2	EA	WARNING LIGHTS, TYPE B	Forty Nine Dollars and Ninety Three Cents	$49.93	$99.86
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
741-C	2	EA	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	Eight Hundred Seventy Six Dollars and Fifty Cents	$876.50	$1,753.00
742-A	3	EA	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	One Thousand Five Hundred Twenty Five Dollars and Fifty Four	$1,525.54	$4,576.62
745-A	40	HR	UNIFORMED POLICE OFFICER	Fifty Seven Dollars and Ninety Seven Cents	$57.97	$2,318.80

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
750-E	1244	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Ten Dollars and Eighty One Cents	$10.81	$13,447.64
756-A	150	LF	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	Eighty Seven Dollars and Fifty Four Cents	$87.54	$13,131.00
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00
					BASE BID TOTAL	**$953,997.58**

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ADDITIVE BID 1 - LIGHTING AND TREES						
660-D1	10	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	Six Hundred Sixty Five Dollars and Sixty Nine Cents	$665.69	$6,656.90
660-D2	10	EA	TREE (CHINESE FRINGE) (30 GALLON CONTAINER)	Six Hundred Sixty Five Dollars and Sixty Nine Cents	$665.69	$6,656.90
660-D3	7	EA	TREE GRATE (NEENAH #8742)	Three Thousand Two Hundred Fifty Four Dollars and Twelve	$3,254.12	$22,778.84
750-A	9	EA	LIGHTING ASSEMBLY (SUPPLIED BY OTHERS)	One Thousand Four Hundred Sixteen Dollars and Seventeen	$1,416.17	$12,745.53
750-C	9	EA	POLE FOUNDATION	Two Thousand Five Hundred Ninety Six Dollars and Fifteen	$2,596.15	$23,365.35
750-E	25	LF	METALLIC CONDUIT, 1 1/4 INCH	Forty Four Dollars and Twenty Five Cents	$44.25	$1,106.25
750-F1	2400	LF	CONDUCTOR WIRE, 1/0	Nine Dollars and Sixty Three Cents	$9.63	$23,112.00
750-F2	2400	LF	CONDUCTOR WIRE, #4	Four Dollars and Sixty Seven Cents	$4.67	$11,208.00
750-I	1	EA	LIGHTING CONTROL CENTER, TYPE WP (POWDER COATED BLACK)	Twenty Two Thousand Nine Hundred Fifty Two Dollars and	$22,952.26	$22,952.26
					ADDITIVE BID 1 TOTAL	**$130,582.03**

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ADDITIVE BID 2 - ROUNDABOUT REPAIR WORK						
206-C2	42	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Twenty Dollars and Seven Cents	$20.07	$842.94
206-C3	128	SY	REMOVING BRICK PAVER (REMOVE)	Fifty Nine Dollars and Ninety One Cents	$59.91	$7,668.48
206-C4	50	SY	REMOVING BRICK PAVER (RESET)	One Hundred Nineteen Dollars and Eighty Two Cents	$119.82	$5,991.00
206-D4	245	LF	REMOVING CONCRETE CURB (INCLUDING SAW CUTTING)	Fifteen Dollars and Forty Eight Cents	$15.48	$3,792.60
206-E	1	EA	REMOVING INLET (PARTIAL)	Nine Hundred Three Dollars and Two Cents	$903.02	$903.02
301-A	100	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Forty Three Dollars and Seventeen Cents	$43.17	$4,317.00
620-A	9	CY	MINOR STRUCTURE CONCRETE (CONCRETE BASE 8" THICK)	One Thousand Six Hundred Fifty Dollars and Twenty Four Cents	$1,650.24	$14,852.16
621-C1	1	EA	INLETS, TYPE S3 (0-WING) (PARTIAL)	Five Thousand Six Hundred Twenty Dollars and Twenty Eight	$5,620.28	$5,620.28
623-F	49	SY	CONCRETE TRUCK APRON (INCLUDES STEEL REINFORCEMENT)	Four Hundred Forty Three Dollars and Seventy Nine Cents	$443.79	$21,745.71
					ADDITIVE BID 2 TOTAL	**$65,733.19**

Project No. 2025-3005-20
2024 PAY-AS-YOU-GO NORTH MCGREGOR AVE / SPRINGHILL AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ADDITIVE BID 3						
999-Z	1	LS	SPRINGHILL ENTRY WALL & PAVILION (INCLUDES LIGHTING)	Two Hundred Sixty Nine Thousand Thirty One Dollars and Sixty Three	$269,031.63	$269,031.63
					ADDITIVE BID 3 TOTAL	**$269,031.63**
BID SUMMARY						
					BASE BID TOTAL	$953,997.58
					ADDITIVE BID 1 TOTAL	$130,582.03
					ADDITIVE BID 2 TOTAL	$65,733.19
					ADDITIVE BID 3 TOTAL	$269,031.63
BASE BID + ADDITIVE BID 1 + ADDITIVE BID 2 + ADDITIVE BID 3 TOTAL				**One Million Four Hundred Nineteen Thousand Three Hundred Forty Four Dollars and Forty Three Cents**		**$1,419,344.43**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY McElhenney Construction

SIGNATURE JPrearston

DATE 8/5/26

Total (All items listed in Proposal) $1,419,344.43

Written in words One Million Four Hundred Nineteen Thousand Three Hundred Fourty-Four Dollars and Fourty-Three cents

Mandatory Completion Date of February 1, 2026 to complete
Base Bid + Additive Bid 1 + Additive Bid 2 + Additive Bid 3

Signature of Bidder _____
(If a firm or individual)

Address of Bidder PO Box 1409 Theodore, AL 36590

_____

By McElhenney Construction Company, LLC

Signature of Bidder _____
(If a Corporation)

By _____
President
Josh McElhenney
Print

Business Address PO Box 1409 Theodore, AL 36590

_____
Secretary
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Treasurer
Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

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

49555
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Berkshire Hathaway Specialty Insurance Company
(Name of Surety)
1314 Douglas Street, Suite 1400, Omaha, NE 68102
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE), City of Mobile Project No. 2025-3005-20**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 5, 2026 (Date)
McElhenney Construction Company, LLC
By: (Contracting Firm)

Witness as to Principal By: (SEAL)

Berkshire Hathaway Specialty Insurance Company (Name of Surety)

COUNTERSIGNED:
Billie Jo Sanders, Attorney-in-Fact

Alabama Resident Agent By
Billie Jo Sanders

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

62950 [redacted]

BHSI

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint **Billie Jo Sanders, Matthew Cashion, Heather Hicks, Austin White, Renee Ellis, Candice Chabotte, Thomas Gentile, Jeffrey Cutshall, Jennifer Barranco** located at **445 Dexter Avenue, Suite 5030 of the city of Montgomery, State of Alabama** as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 17th of September, 2025. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 17th day of September, 2025 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

_____
Notary Public

I, Ralph Tortorella III, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this August 5, 2026.

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (770-625-2516) or by email at BHSIBonds@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com, fax (617)507-8259, or mail.

[redacted]

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC Mobile, AL as Principal and Berkshire Hathaway Specialty Insurance Company Omaha, NE as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of ~~three Hundred Forty Four & 43/100~~ One Million, Four Hundred Nineteen Thousand Dollars ($1,419,344.43) 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 **NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE), City of Mobile Project No: 2025-3005-20** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

McElhenney Construction Company, LLC

(Corporate Name)

BY: _____

(Signature)

Josh M'Elhenney

(Print)

ATTEST: _____

(Signature)

Robert McDonough (Print)

ITS: V.P.

ITS: President

(Title)

Berkshire Hathaway Specialty Insurance Company

(Surety sign here) (Corporate name)

BY: Billie Jo Sanders

(Signature)

Billie Jo Sanders

Attorney-in-Fact (Print)

ATTEST: Connie Smith

(Signature)

Connie Smith (Print)

ITS: Witness

ITS: _____

(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

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

Berkshire Hathaway Specialty Insurance Company 1314 Douglas St., Suite 1400, Omaha, NE 68102
(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, Four Hundred Nineteen Thousand, Three Hundred Forty Four + 43/100 dollars ($ 1,419,344.43), 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 _____, 2026, entered into a Contract with the Owner for **NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE), City of Mobile Project No: 2025-3005-20**, which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST: _____
(Signature)

Robert McElhenney (Print)

ITS: V.P.
(Title)

Berkshire Hathaway Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Billie Jo Sanders
Attorney-in-Fact (Print)

ITS: _____
(Title)

ATTEST: _____
(Signature)

Connie Smith (Print)

ITS: Witness
(Title)

Corporate Seal

47-SUR-300383-01-0003

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint **Billie Jo Sanders, Thomas Gentile, Matthew Cashion, Heather Hicks, Candice Chabotte, Jennifer Barranco, Jeffrey Cutshall, Renee Ellis, Austin White** located at **445 Dexter Avenue, Suite 5030 of the city of Montgomery, State of Alabama** as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 17th of September, 2025. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 17th day of September, 2025 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

_____
Notary Public

I, Ralph Tortorella III, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this _____

_____
Ralph Tortorella III, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (770-625-2516) or by email at BHSIBonds@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com , fax (617)507-8259, or mail.

BHSIC, NICO & NLF POA (8 2025)

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

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

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

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

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

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

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

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned . non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident

for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

5. Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

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

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

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

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

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

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

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

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

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final 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, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

14. 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.

15. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.

16. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

17. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

18. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

19. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. 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.

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

21. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

22. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond 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.

23. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

24. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

25. Contractor 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.

26. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

27. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

28. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

29. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

30. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

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

32. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard

Specifications for Highway Construction, 2018 Edition, located in the Supplemental Specifications. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

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

35. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

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

37. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

38. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

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

40. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curb, etc., as determined by the Engineer shall be repaired at the Contractor's expense.

41. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area 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.

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

43. There shall be no adjustment to fuel or asphalt index for this project.

44. 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.

45. 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.

46. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

49. Working hours on certain streets will be limited. 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, driveways and turn outs, 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, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

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

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

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

57. Prior to resurfacing the water and sewer manholes and valve covers will be raised by the MAWSS. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

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

59. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

60. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

61. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

62. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

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

64. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.

65. All concrete joints shall either be wet set or saw cut within 4 to 12 hours after finishing.

66. All major tree removal should be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.

67. Basis of Payment:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.

B. Foundation Backfill, Commercial: The unit price bid for this item (214-B) shall be compensation in full for one (1) cubic yard of #57 Stone used for the foundation below the concrete base foundations or the stamped concrete. The method measurement shall be based on weight ticket only, without addition factors.

C. Concrete Sidewalk: This item (618-A1, 618-A2) shall include any new sidewalk and existing sidewalk repairs. The concrete should be Type 2 – mix "A" and have a minimum 28 day strength of 3000 psi.

D. Minor Structure Concrete: This item 620-A shall pay for the concrete to be used for the concrete pipe collar. The concrete shall be paid for by cubic yard and have a minimum 28 day strength of 3000 psi.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: NORTH MCGREGOR AVE RECONSTRUCTION (ROUNDABOUT TO SPRINGHILL AVE)
Project No: 2025-3005-20
Project Description: CURBING, DRAINAGE INLETS, SIDEWALKS, ASPHALT
Major work items include: Sidewalk, Curb & Gutter, Paving, Signalization

City of Mobile Project Number 2025-3005-20, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,419,344.43**), 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) 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, and notice to proceed; also, any change orders and supplemental agreements 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 CONTRACTOR or firm of CONTRACTOR's, or any corporation, or their authorizing agents undertaking a contract under this Agreement.

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", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

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

COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

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

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report. The CONTRACTOR'S schedule shall be updated monthly and submitted with each payment request.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

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

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this contract is 2024 PAYGO and CIP. Said funds are on hand at the time of the execution of this contract.

E-VERIFY:

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

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

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the CONTRACTOR, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Construct (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

TERMINATION:

(31) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(32) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY OF MOBILE
Engineering Dept
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Lambeth, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(33) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

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

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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

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

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present 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)

M'Elhenney Construction Co. LLC

CONTRACTOR: **(IF CORPORATION)**

McElhenney Construction Co., LLC.

_____(Print)

BY: _____

ITS PRESIDENT

Josh M'Elhenney (Print)

ATTEST:

_____

ITS SECRETARY

Robert McElhenney (Print)

8/12/26

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 John McElhenney whose name is signed to the foregoing instrument in the capacity as President of McElhenney Const. Co. LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 12th day of August, 2026.

Ellen Reese Coombs

NOTARY PUBLIC My Commission Expires: 12/12/27

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

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

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

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

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

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

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the OWNER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

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

5. ITEM 429-A IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE A/B:

429.A.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2026 ALDOT Standard Specifications for Highway Construction.

429.A.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2026 ALDOT Standard Specifications for Highway Construction.

429.A.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09

Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

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

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

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

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

618.E.1

Description

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

618.E.2

Materials
Truncated Dome Inserts shall b Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

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 requires cutting, payment will be made for each correctly completed Truncated Dome Insert used in the installation.

8. 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.

9. 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.

10. ITEM 690-A *PROJECT SIGN*:

    690.A.1

    Description
    This pay item shall include all labor and maintenance necessary to provide, on the project site, project sign(s) for the duration of the project. The sign criteria can be found in Attachment E.

    690.A.2

    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.

11. ITEM 999-Y, *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, 2026 Edition or as specified by the Project Engineer or the City of Mobile.

Construction Requirements

The equipment used for the installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement

All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition or as specified by the ENGINEER or the CITY ENGINEER.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

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

b. PAYMENT

Payment shall be made under Item No. 999X-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

12. ITEM 999-Z *SPRINGHILL ENTRY WALL & PAVILION:*

999.Z.1

Description

This pay item shall include all labor. materials and maintenance necessary to provide, on the project site, the complete wall and pavilion as shown in the plans. The specifications

for the lighting & fixtures for the wall and the finial for the pavilion are included herewith.

999.Z.2

Basis of Payment
Payment will be based on the respective unit bid price for the wall and structure, lump sum, which shall be payment in full for furnishing the materials and for all labor, equipment, tools and incidentals necessary to complete this item.

GENERAL NOTES

DISCLAIMER

1. THE FOLLOWING SPECIFICATIONS ARE AN OUTLINE OF MINIMUM MATERIAL REQUIREMENTS AND THEIR APPLICATION. MANUFACTURER SPECIFICATIONS AND LOCAL CODE REQUIREMENTS, WHEN IN EXCESS OF MINIMUM SPECIFICATION, SHALL CONTROL. IT IS THE CONTRACTOR RESPONSIBILITY TO REVIEW AND SUBMIT ALL SHOP DRAWINGS AND REPORT ALL DOCUMENT DISCREPANCIES TO THE STRUCTURAL ENGINEER PRIOR TO FABRICATION OR ERECTION
2. AT CONSTRUCTION ISSUE, THESE DRAWINGS REPRESENT STRUCTURAL COMPONENTS IN THEIR FINAL AND FINISHED STATE. CONSTRUCTION PROCEDURES, BRACING METHODS, SAFETY PRECAUTIONS OR MECHANICAL REQUIREMENTS USED TO ERECT THEM ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK

BUILDING DESIGN CRITERIA

A. CODES

2021 INTERNATIONAL BUILDING CODE
BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318)
BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES (ACI 530)
ASCE 7-16

B. DESIGN LOADS

ROOF DEAD LOAD	18 PSF
ROOF LIVE LOAD	20 PSF - REDUCIBLE

C. WIND LOADS PER ASCE 7-16 & 2021 IBC
RISK CATEGORY I
ULTIMATE DESIGN WIND SPEED, V_{ult} = 145 MPH ♦
NOMINAL DESIGN WIND SPEED, V_{asd} = 108 MPH ♦
EXPOSURE CATEGORY = B
MEAN ROOF HEIGHT h = ±14.5 FEET
VELOCITY PRESSURE EXPOSURE COEFICIENT, K_h = 0.865
TOPOGRAPHIC FACTOR, K_{zt} = 1.0
WIND DIRECTIONALITY FACTOR, K_d = 0.85
GUST-EFFECT FACTOR, G = 0.85
a = ±3.0 FEET
ROOF PITCH = 12/12
ROOF SLOPE, θ = 45°

COMPONENTS AND CLADDING ASD DESIGN WIND PRESSURES (PSF) **
REFERENCE: FIGURE 30.7-2 & SECTION 30.7.2 OF ASCE 7-16

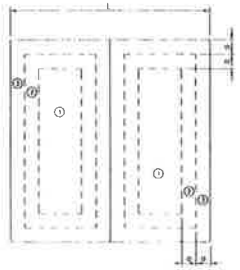
ZONE	EFFECTIVE WIND AREA	COMPONENT PRESSURE POSITIVE (+)	COMPONENT PRESSURE NEGATIVE (-)
4	10 SF	+18.1	-19.5
	20 SF	+18.1	-19.5
	50 SF	+18.1	-19.5
5	10 SF	+18.1	-23.5
	20 SF	+18.1	-23.5
	50 SF	+18.1	-23.5

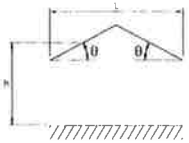
NOTE: CLEAR WIND FLOW IS ASSUMED AND DENOTES RELATIVELY UNOBSTRUCTED WIND FLOW WITH BLOCKAGE LESS THAN OR EQUAL TO 50%

REFERENCE FIGURES BELOW

DESIGN WIND LOAD NOTES

♦	PER CITY OF MOBILE, RISK CAT I BUILDINGS ARE REQUIRED TO BE DESIGNED FOR AN ULTIMATE WIND SPEED (V_{ult}) OF 145 MPH
*	REFERENCE SECTION 1609.3.1 AND/OR TABLE 1609.3.1 OF THE 2021 INTERNATIONAL BUILDING CODE FOR CONVERSION OF V_{ult} TO V_{asd}
**	SHOWN IN THIS TABLE ARE NET DESIGN WIND PRESSURES DETERMINED PER SECTION 30.7.2 OF ASCE 7-16. THESE PRESSURES ARE BASED ON ASD WIND SPEED, V_{asd} LISTED ABOVE AND SHALL BE APPLIED NORMAL TO THE ROOF SURFACE (FROM THE TOP) NOTE THAT THESE WIND PRESSURES REPRESENT 0.6W COMPONENT LISTED WITHIN ASD LOAD COMBINATIONS OF ASCE 7-16 SECTION 2.4.1





CONCRETE WORK:

1. CONCRETE (NORMAL WEIGHT) COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE PER SCHEDULE BELOW

LOCATION	COMPRESSION STRENGTH
FOUNDATION	3000 PSI
SLAB ON GRADE	3500 PSI
ELEVATED SLAB	4000 PSI
WALLS	4000 PSI

2. ALL REINFORCING SHALL MEET ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC (WWF) SHALL MEET ASTM A185
3. CONCRETE COVERAGE OF REINFORCEMENT SHALL BE
   - FOOTINGS: 3" BOTTOM AND SIDES
   - WALLS: 1½"
   - SLABS: ¾"
   - PEDESTALS: 1½" CLEAR OF TIES
4. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE CURRENT "ACI MANUAL OF CONCRETE PLACEMENT"
5. PORTLAND CEMENT SHALL CONFORM TO ASTM C 150, TYPE I OR II
6. ALL AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C 33
7. ALL REINFORCING SHALL BE DETAILED, FABRICATED AND PLACED PER CRSI AND ACI STANDARDS, INCLUDING CONCRETE COVER AND BAR SUPPORTS. LAP BARS AT ALL SPLICES, INCLUDING CORNER BARS AND DOWELS, IN ACCORDANCE WITH SPLICE SCHEDULE OR IN LIEU THEREOF 40 BAR DIAMETERS. LAP WWF 6" OR ONE FULL MESH, WHICHEVER IS GREATER

LUMBER

1. UNLESS NOTED OTHERWISE, ALL LUMBER SHALL BE #2 KD SOUTHERN YELLOW PINE OR #2 SPRUCE-PINE-FIR WITH A MAXIMUM MOISTURE CONTENT OF 19 PERCENT
2. ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED. ALL LUMBER EXPOSED TO EXTERIOR ENVIRONMENT SHALL BE PRESSURE TREATED.
3. ROOF DECK SHALL BE MINIMUM ⅜" EXTERIOR GRADE PLYWOOD ATTACHED WITH 8d RING SHANK NAILS AS SHOWN ON ATTACHMENT DETAILS
4. INSTALL SIMPSON PSC CLIPS OR USP MODEL PC SHEATHING CLIPS AT ALL UNSUPPORTED EDGES OF ROOF DECK (ONE PER SPAN)
5. ALL PLYWOOD PANELS SHALL BE INSTALLED IN ACCORDANCE WITH APA RECOMMENDATIONS AND RELATED SPECIFICATIONS. ORIENTED STRAND BOARD "OSB" MAY BE SUBSTITUTED FOR PLYWOOD WHERE APPROVED BY THE ARCHITECT/ENGINEER AND PROVIDED THE PANEL CONFORM TO THE APPROPRIATE APA RAINS FOR THE INTENDED APPLICATION
6. ALL MULTIPLE PIECE WOOD BEAMS SHALL BE CONNECTED TOGETHER WITH MINIMUM TWO ROWS OF 16d NAILS @ 12"o.c. (U.N.O.)
7. AS A MINIMUM, ANCHOR AND NAIL FRAMING SHALL COMPLY WITH "TABLE R602.3.(1) FASTENING SCHEDULE" OF THE 2021 INTERNATIONAL BUILDING CODE
8. ALL BOLTS, NAILS, JOIST HANGERS, CLIPS, STRAPS, ETC THAT ARE IN CONTACT WITH PRESSURE TREATED MATERIAL SHALL BE HOT-DIPPED GALVANIZED OR STAINLESS STEEL
9. ALL CONNECTORS AND HARDWARE SHALL BE INSTALLED IN STRICT COMPLIANCE WITH THE MANUFACTURER RECOMMENDATIONS. SIZE, QUANTITY, AND LOCATION OF NAILS AND FASTENERS SHALL CONFORM TO THE MANUFACTURERS PUBLISHED LITERATURE
10. ALL EXTERIOR LVL'S TO BE WRAPPED & PROTECTED FROM THE WEATHER OR USE TREATED GLULAMS OR PSL'S

MASONRY:

1. HOLLOW CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C-90 LIGHTWEIGHT, TYPE N-1 WITH A MINIMUM COMPRESSIVE STRENGTH f'm = 1500 PSI
2. ALL MORTAR FOR USE IN MASONRY SHALL CONFORM TO ASTM C-270, TYPE M OR S. GROUT USED IN MASONRY SHALL BE MINIMUM 2500 PSI AND CONFORM TO ASTM C-476. MINIMUM 8 SACK MIX
3. REINFORCING BARS TO BE GRADE 60 AND MEET ASTM A-615
4. GROUT FILL ALL CELLS BELOW GRADE
5. LAY ALL MASONRY IN A RUNNING BOND PATTERN
6. PROVIDE #9 TRUSS TYPE JOINT REINFORCEMENT AT 16"o.c. FOR TYPICAL HORIZONTAL REINFORCING
7. PROVIDE #9 TRUSS TYPE JOINT REINFORCEMENT AT 8"o.c. FOR TYPICAL HORIZONTAL REINFORCING AT PARAPET WALLS
8. PROVIDE A MINIMUM OF 1" GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS

FOUNDATION:

1. NO SOILS REPORT HAS BEEN PREPARED FOR THIS PROJECT, UNLESS NOTED OTHERWISE THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE SOIL SUPPORT FOR THE FOUNDATION DESIGN, AND SHALL REPORT UNEXPECTED CONDITIONS TO THE DESIGNER
2. ALL FOOTINGS, OR PORTIONS THEREOF, BELOW GRADE MAY BE EARTH FORMED BY NEAT EXCAVATIONS
3. FOOTINGS TO BE CENTERED ON WALLS OR COLUMN UNLESS NOTED OTHERWISE
4. ALLOWABLE SOIL BEARING = 1500 PSF
5. COMPACT ALL SOILS BELOW SLAB AND FOOTINGS 95% STANDARD PROCTOR DENSITY
6. ALL SOIL FILL TO BE PLACED IN 8" LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY

STRUCTURAL DRAWING INDEX

S0.0 - STRUCTURAL NOTES
S1.0 - FOUNDATION/CEILING FRAMING PLAN
S2.0 - ROOF FRAMING PLAN
S3.0 - SECTIONS AND DETAILS
S4.0 - SECTIONS AND DETAILS
S5.0 - ELEVATION

BARTON & EDGAR ENGINEERING
3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942

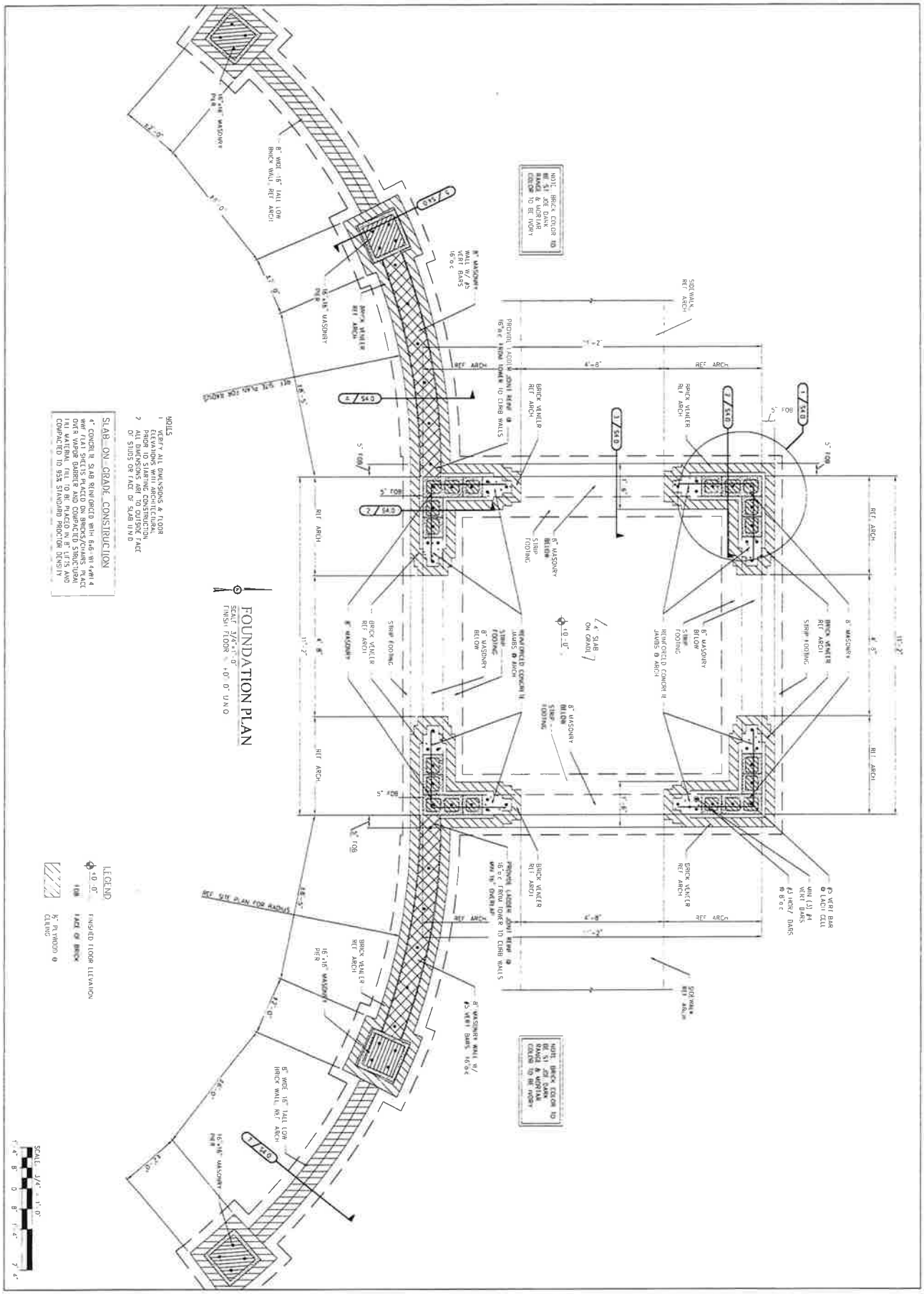
STRUCTURAL NOTE

SPRINGHILL ENTRY WALL & PAVILION

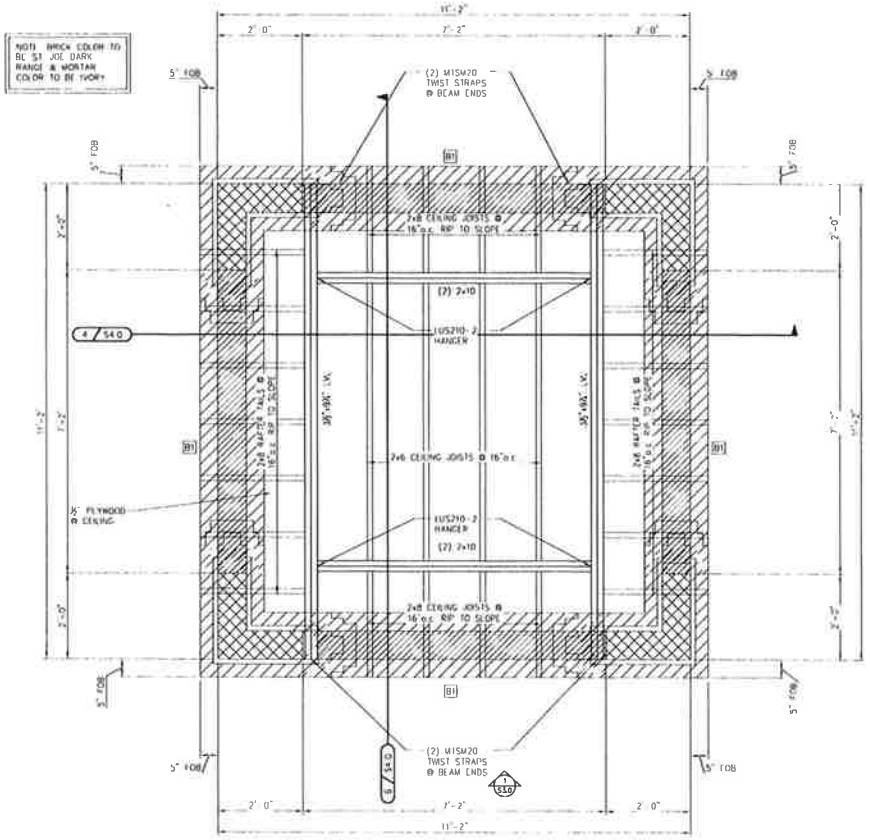
LOCATION: SPRINGHILL & MCGREGOR
MOBILE, ALABAMA

REVISIONS

DRAWN BY: CJB
DESIGNED BY: CJB
DATE: 03 APRIL 2026
SHEET: S0.0
26088



REVISIONS	FLOOR/CEILING FRAMING PLAN **SPRINGHILL ENTRY WALL & PAVILION** LOCATION SPRINGHILL & MCGREGOR MOBILE, ALABAMA	**BARTON & EDGAR** ENGINEERING 3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942
DRAWN BY: JB DESIGNED BY: CAB DATE: 10 APR 2006 SHEET S1.0 26088		



CEILING FRAMING PLAN

SCALE 3/4"=1'-0"
TOP OF WALL = +16' 1 1/2" U N O = JOISTS BEARING

LEGEND

TOB FACE OF BRICK

½" PLYWOOD @ CEILING

CONCRETE LINTEL SCHEDULE

MARK	MAX OPENING SIZE	LINTEL WIDTH	LINTEL DEPTH	BTM REINF	TOP REINF	STIR	SPACING
B1	7' 2"	8"	VARIES	(2) #4 BARS	(2) #4 BARS	#3 BAR	8"o.c.

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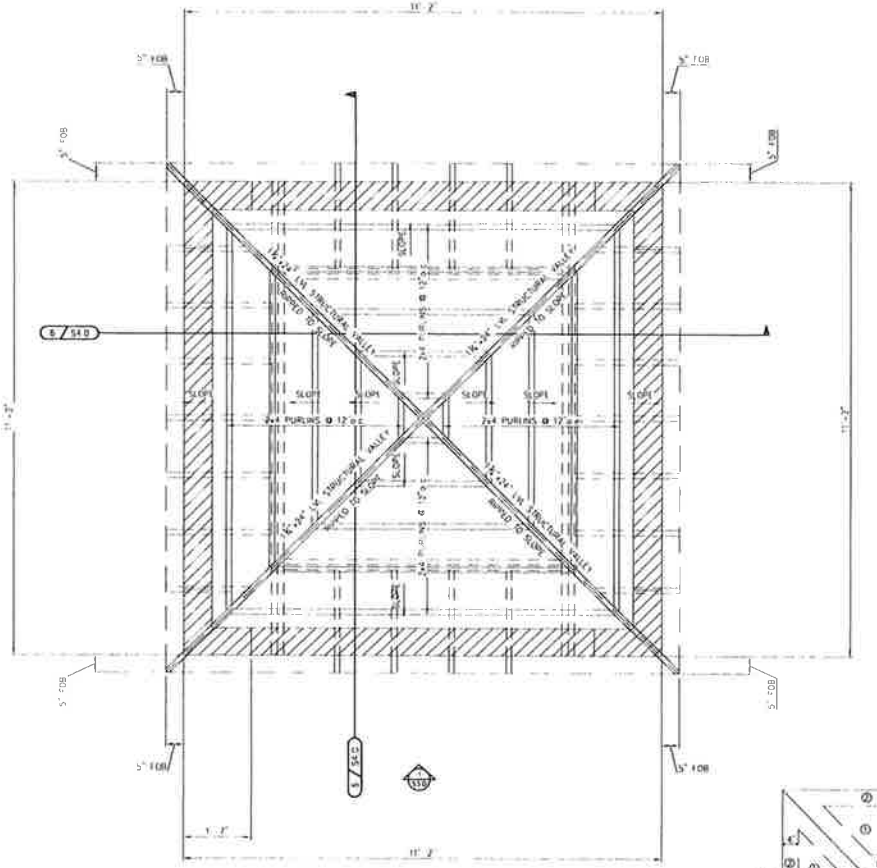
ROOF FRAMING PLAN

SPRINGHILL ENTRY WALL & PAVILION

LOCATION: SPRINGHILL & MCGREGOR
MOBILE, ALABAMA

REVISIONS:

DRAWN BY: CJB
DESIGNED BY: CHE
DATE: 03 APR 2020
SHEET: S2.0
26088



ROOF FRAMING PLAN

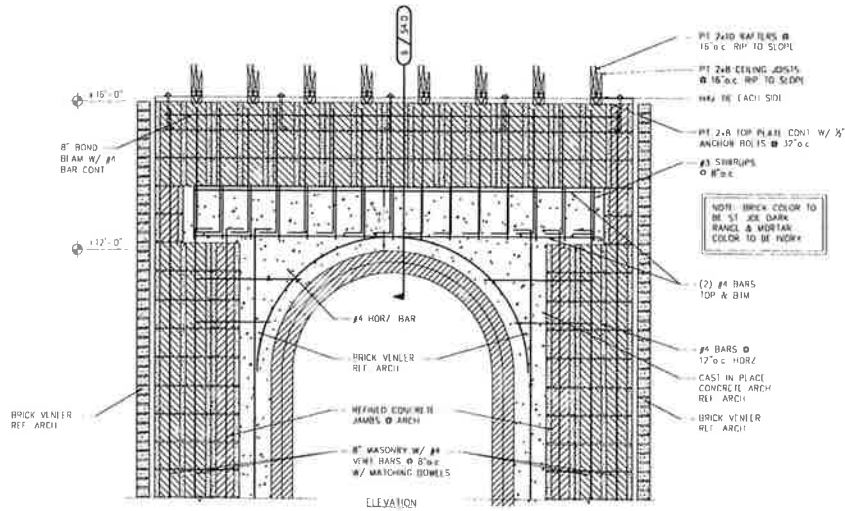
SCALE 3/4"=1'-0"
TOP OF WALL = +16' 1 1/2" UNO = RAFTERS BEARING

LEGEND

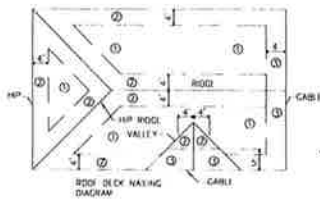
TOW TOP OF WALL
FOB FACE OF BRICK

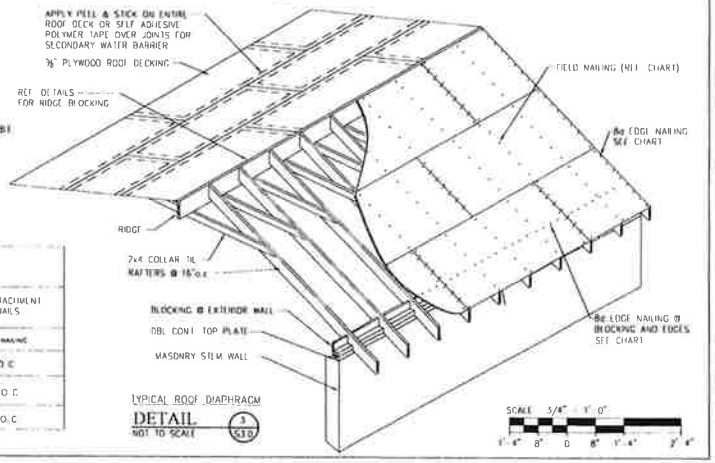
TYPICAL ROOF DECK:

⅜" LX1 GRADE PLYWOOD ATTACH W/ 8d RING SHANK NAILS AS SHOWN ON ROOF FRAMING DETAIL



SECTION
SCALE 3/4"=1'-0" (3 / S3.0)





TYPICAL ROOF DIAPHRAGM DETAIL
NOT TO SCALE (3 / S3.0)

SCALE 3/4" = 1'-0"

ROOF SHEATHING ATTACHMENT REQUIREMENTS			
THRU SECOND GUST. 105 MPH (ASD) 145 MPH (ULT) WND SPEED		STRUCTURAL SHEATHING ATTACHMENT WITH 8d RING SHANK NAILS	
	RAFTER/TRUSS SPACING (INCHES o.c.)	EDGE NAILING	FIELD NAILING
① INTERIOR ZONE	16" o.c.	4" o.c.	4" o.c.
② PERIMETER EDGE ZONE	16" o.c.	4" o.c.	4" o.c.
③ GABLE ENDWALL RAKE OR RAKE TRUSS W/LOOKOUT BLOCK		4" o.c.	4" o.c.

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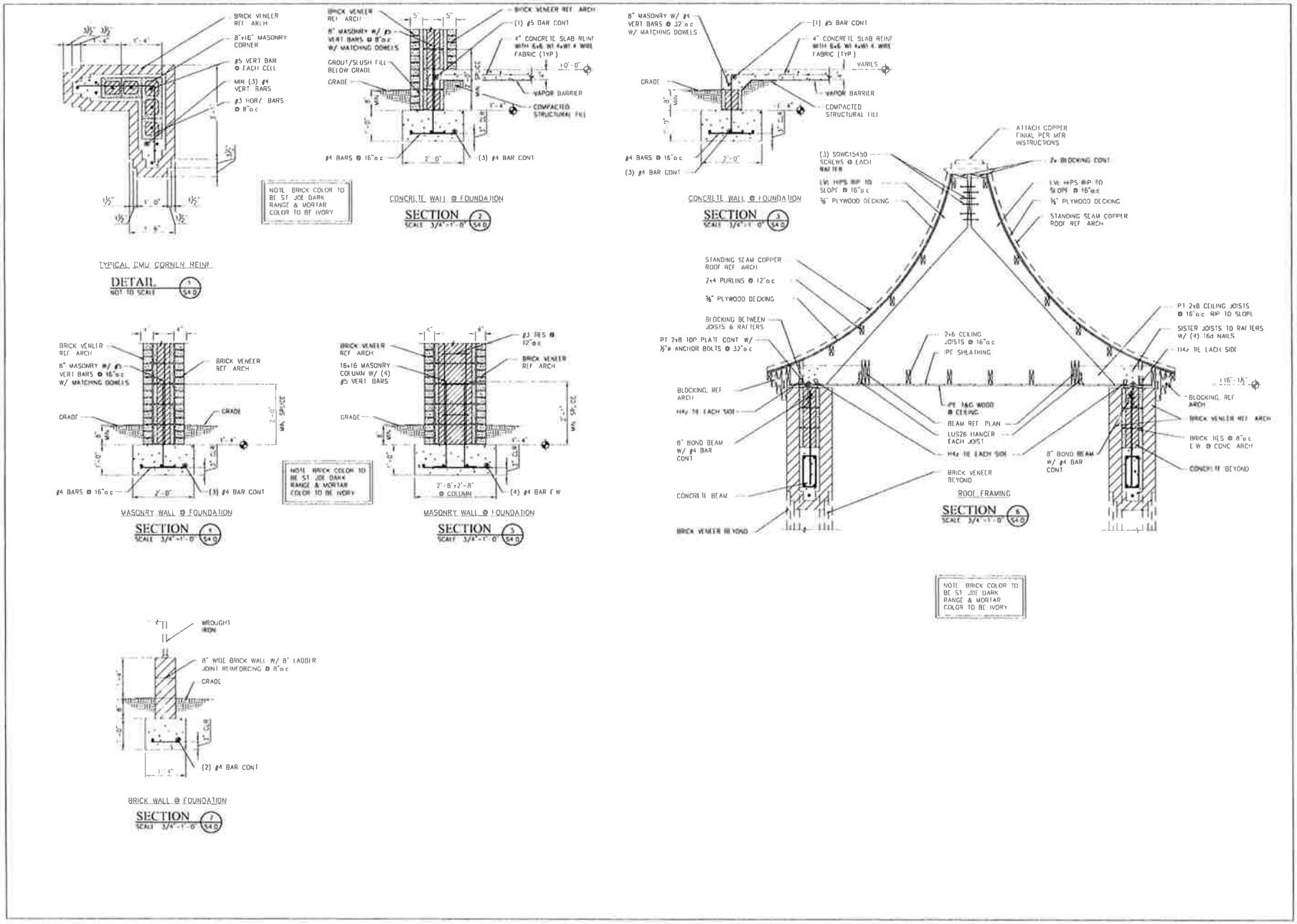
ENGINEERING
3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942

SECTIONS AND DETAILS
SPRINGHILL ENTRY WALL & PAVILION
LOCATION
SPRINGHILL & MCGREGOR
MOBILE, ALABAMA

REVISIONS

DRAWN BY C.B
CK SCALE BY
DATE 26088
SHEET S3.0

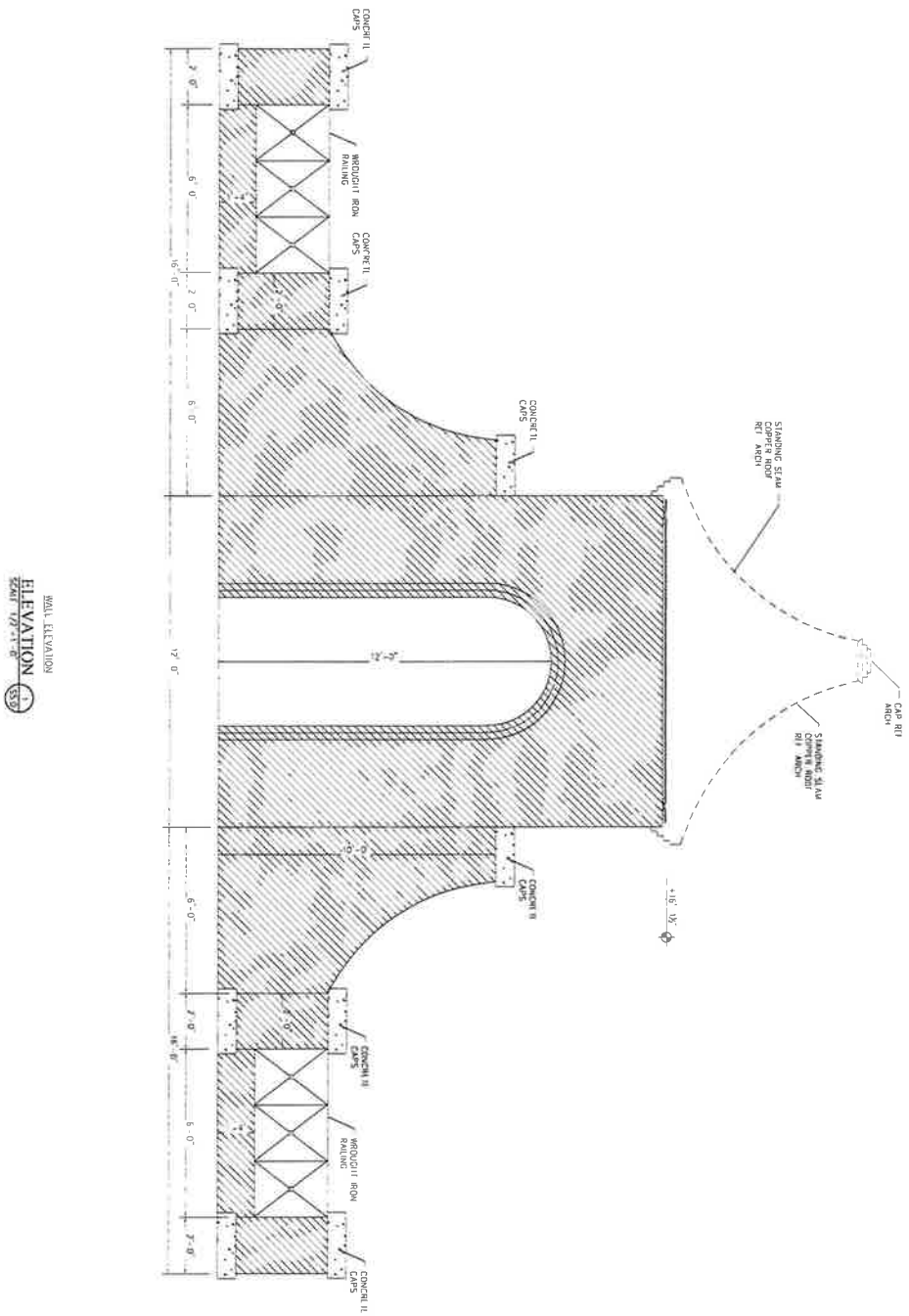


BARTON & EDGAR
ENGINEERING
3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942

SECTIONS AND DETAILS
SPRINGHILL ENTRY WALL & PAVILION
LOCATION
SPRINGHILL & MCGREGOR
MOBILE, ALABAMA

REVISIONS

DRAWN BY: CJB
DESIGNED BY: [illegible]
DATE: 10 APR 2010
SHEET: S4.0
26088



REVISIONS	SECTIONS AND DETAILS **SPRINGHILL ENTRY WALL & PAVILION** LOCATION: SPRINGHILL & MCGREGOR MOBILE, ALABAMA	BARTON & EDGAR ENGINEERING 3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942
DRAWN BY: CJB DESIGNED BY: CJB DATE: 10 APR 2016 SHEET: S5.0 26088		

TAMLITE LIGHTING

CONTRACTOR:
PROJECT:
PREPARED BY:
DATE:
MODEL#:

DESCRIPTION



BLST Series

The BLST bullet flood offers a knuckle mounting system & an adjustable beam angle for your lighting applications. Add this field adjustable, color selectable and wattage selectable fixture to your landscape range for a clean discreet look.



CONSTRUCTION/ WARRANTY

Housing
Die Cast Aluminum

Finish
Bronze powdercoat

Optics
Adjustable polycarbonate optic allows for beam angle to be set between 25° and 60°

Dimming
Step dimming via wattage selection switch

Mounting
Adjustable two piece 1/2" threaded knuckle mount

Photocell
Adjustable polycarbonate optic allows for beam angle to be set between 25° and 60°

Operating Temperatures
-40°C~+40°C

Listings
UL listed to US and Canadian safety standards. Suitable for wet locations.

Warranty
Guaranteed for five years from the purchase date of the product, against mechanical defects in manufacturing.

NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

PERFORMANCE SPECIFICATIONS

Input
120-277V

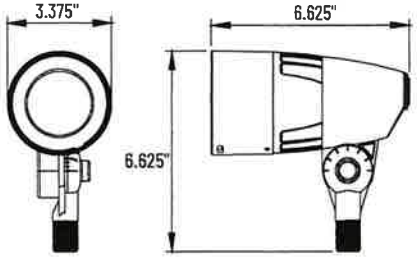
Frequency
50/60Hz

Power Factor
>0.9

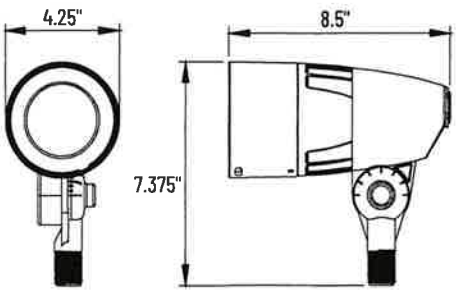
THD
<20%

LINE DRAWING

BLST1-WS-3CS-BZK



BLST2-WS-3CS-BZK



TAMLITE LIGHTING

CONTRACTOR:
PROJECT: DATE:
PREPARED BY: MODEL#:

ORDERING INFORMATION

EXAMPLE: BLST1-WS-3CS-BZK

SERIES	WATTAGE	COLOR TEMP.	FINISH	MOUNTING
BLST	[1-WS] : 5/10/15W [2-WS] : 10/20/30W	[-3CS] : 3K/4K/5K	[BZ] : Bronze	[K] : Knuckle

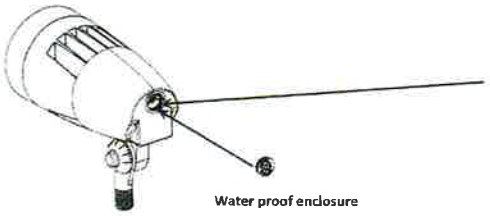
LIGHTING SPECIFICATIONS

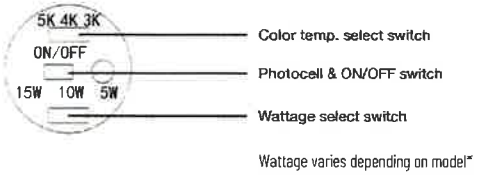
SERIES	LUMENS	LPW	WATTAGE	VOLTAGE	CRI
BLST1-WS-3CS-BZK	450/900/1400	92	5/10/15W	120-277	70
BLST2-WS-3CS-BZK	950/1900/2800	93	10/20/30W	120-277	70

PHOTOCELL SWITCH AND BEAM ANGLE ADJUSTMENT

Wattage selection, photocell, and color selection:

1. Unscrew the weatherproof cap before using the wattage, photocell, and color (CCT) selection switches.
2. According to the wattage, photocell, and color (CCT) selectable label shown below, please toggle the DIP switch to select the corresponding wattage and color (CCT).
3. Screw the weatherproof cap into place after selecting the desired settings.





Beam angle adjustment:

1. Loosen the lens set screw located on the underside of the fixture.
2. Select the desired beam angle by rotating the lens left or right.
3. Tighten the set screw located on the underside of the fixture.



TAMLITE LIGHTING

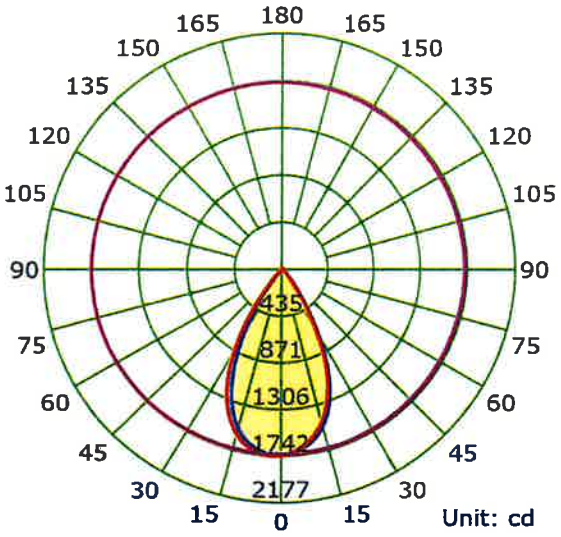
CONTRACTOR:
PROJECT:
PREPARED BY:
DATE:
MODEL#:

PHOTOMETRICS

BLST1-WS-3CS-BZK*

*Photometric data is based on fixture set at maximum wattage, 5000K, and 60°.

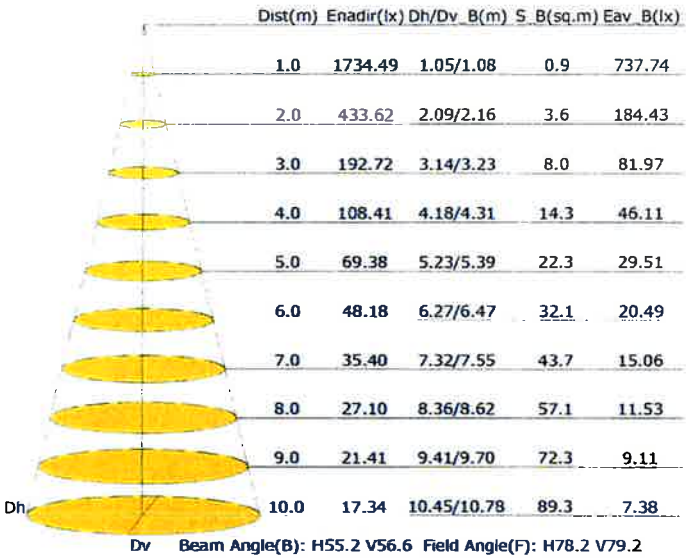
Luminous Intensity Distribution Curve



Average Diffuse Angle(50%): 55.9°

C0-C180 C90-C270 G3

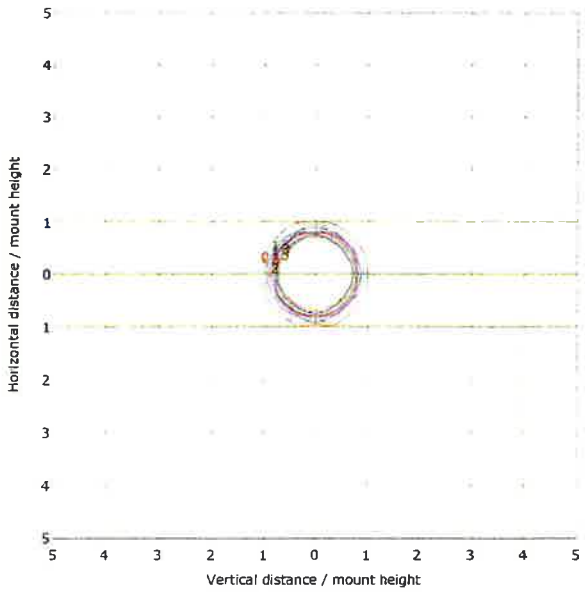
Illuminance at a Distance



Dist(m)	Enadir(lx)	Dh/Dv_B(m)	S_B(sq.m)	Eav_B(lx)
1.0	1734.49	1.05/1.08	0.9	737.74
2.0	433.62	2.09/2.16	3.6	184.43
3.0	192.72	3.14/3.23	8.0	81.97
4.0	108.41	4.18/4.31	14.3	46.11
5.0	69.38	5.23/5.39	22.3	29.51
6.0	48.18	6.27/6.47	32.1	20.49
7.0	35.40	7.32/7.55	43.7	15.06
8.0	27.10	8.36/8.62	57.1	11.53
9.0	21.41	9.41/9.70	72.3	9.11
10.0	17.34	10.45/10.78	89.3	7.38

Beam Angle(B): H55.2 V56.6 Field Angle(F): H78.2 V79.2

IsoLux Plot



Mounting Height: 7.6m Max Lux(100%): 30.1 lx

(1%): 0.3 lx
(2%): 0.6 lx
(3%): 0.9 lx
(4%): 1.2 lx
(5%): 1.5 lx
(6%): 1.8 lx
(7%): 2.1 lx
(10%): 3.0 lx
(12%): 3.6 lx
(15%): 4.5 lx

TAMLITE LIGHTING

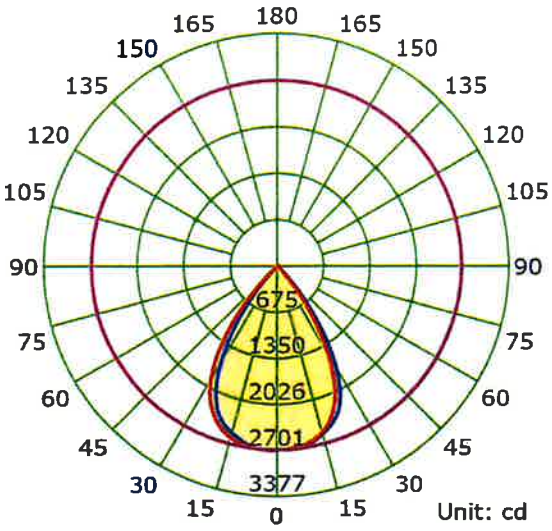
CONTRACTOR:
PROJECT:
PREPARED BY:
DATE:
MODEL#:

PHOTOMETRICS

BLST2-WS-3CS-BZK*

*Photometric data is based on fixture set at maximum wattage, 5000K, and 60°.

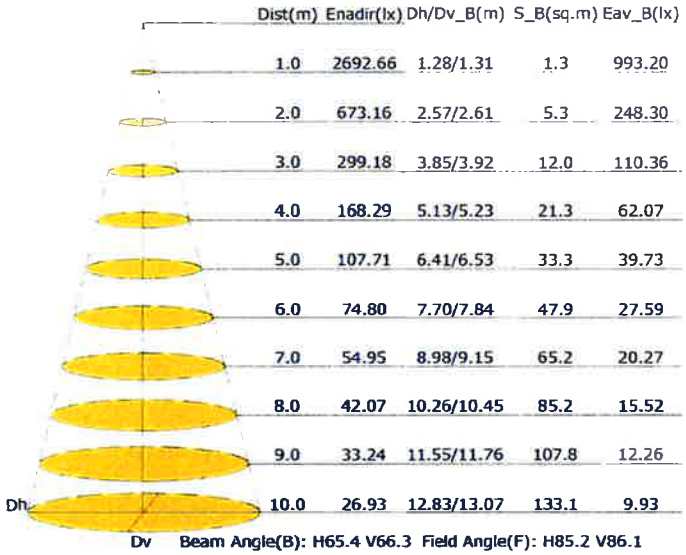
Luminous Intensity Distribution Curve



Average Diffuse Angle(50%): 65.8°

C0-C180 C90-C270 G4

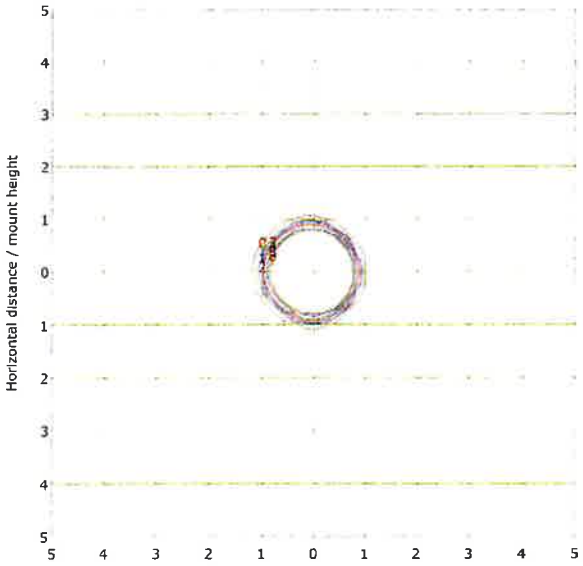
Illuminance at a Distance



Dist(m)	Enadir(lx)	Dh/Dv_B(m)	S_B(sq.m)	Eav_B(lx)
1.0	2692.66	1.28/1.31	1.3	993.20
2.0	673.16	2.57/2.61	5.3	248.30
3.0	299.18	3.85/3.92	12.0	110.36
4.0	168.29	5.13/5.23	21.3	62.07
5.0	107.71	6.41/6.53	33.3	39.73
6.0	74.80	7.70/7.84	47.9	27.59
7.0	54.95	8.98/9.15	65.2	20.27
8.0	42.07	10.26/10.45	85.2	15.52
9.0	33.24	11.55/11.76	107.8	12.26
10.0	26.93	12.83/13.07	133.1	9.93

Beam Angle(B): H65.4 V66.3 Field Angle(F): H85.2 V86.1

IsoLux Plot



Mounting Height: 7.6m Max Lux(100%): 46.7 lx

(1%):	0.5 lx	(2%):	0.9 lx
(3%):	1.4 lx	(4%):	1.9 lx
(5%):	2.3 lx	(6%):	2.8 lx
(7%):	3.3 lx	(10%):	4.7 lx
(12%):	5.6 lx	(15%):	7.0 lx

DLTRIM/CRLEDFA8R-BRS

RAB



Project:

Type:

Prepared By:

Date:

Color: Bronze

Weight: 0.2 lbs

Technical Specifications

Performance

Product Type:
Color Trim

Description:
Field installable color trim overlays for commercial downlights

Installation

Mounting:
Field installable with integrated mountiing tabs

Construction

Size:
8"

Shape:
Round

Finish:
Bronze

Trim Material:
Aluminum

Trim Style:
Smooth

UV Protection:
No

Compliance

Listings:
None

Environment:
Suitable for use indoors in dry and damp environments.

T20 Compliant:
Not compliant

California Title 24 JA8 Compliant:
Not Compliant

California Energy Commission (CEC) Status:
Lawful for Sales in California

Other

Compatible Products:
Compatible with select 8-inch Field Adjustable Commercial Downlights (CRLEDFA), see complete Trim Compatibility List.

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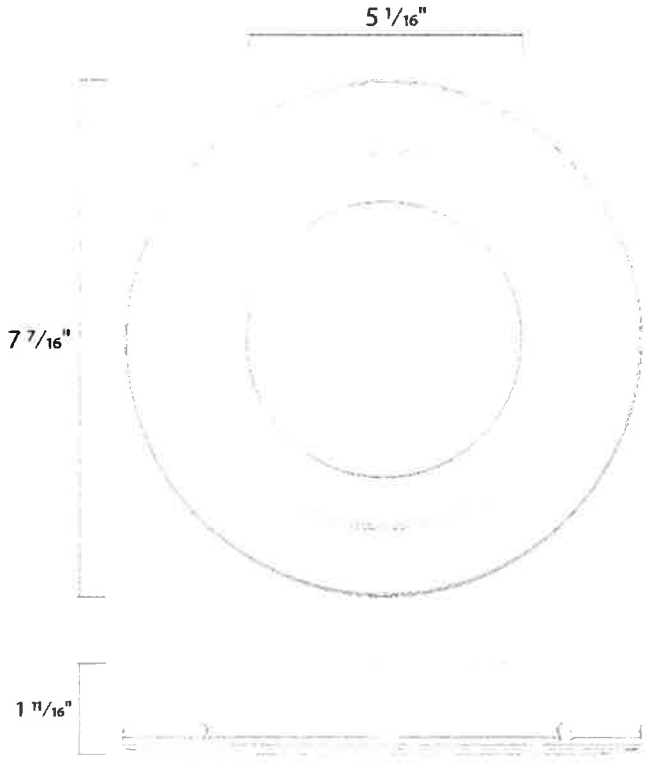
Dimensions



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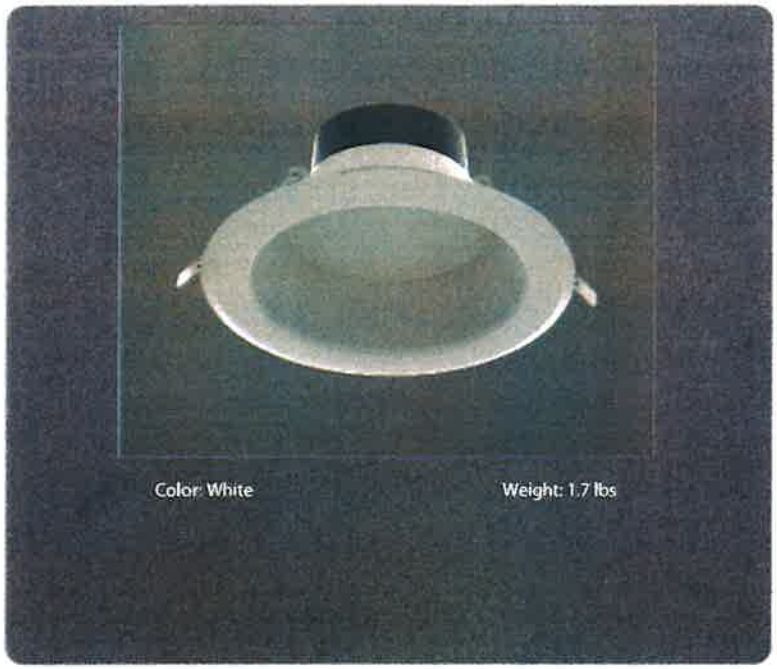
CRLEDFA-8R-22S-9CCT-UNV-WS

RAB



Project: _____ Type: _____

Prepared By: _____ Date: _____

Driver Info

Type	Constant Current
120V	.18A
208V	.10A
240V	.09A
277V	.08A
Input Watts	22/16/11W

LED Info

Watts	22/16/11W
Color Temp	3000/3500/4000/5000K
Color Accuracy	90 CRI
L70 Lifespan	N/A
Lumens	1,100 lm
Efficacy	100

Technical Specifications

Performance

Product Type:
Commercial Downlight

Description:
Wattage and CCT selectable commercial downlights for new construction and retrofit applications.

Wattage Equivalency:
2x26W CFL/32W CFL/18W CFL

Input Wattage:
22/16/11W

Lumens:
22W: 3000K @ 2,154lm; 3500K @ 2,260lm; 4000K @ 2,277lm; 5000K @ 2,183lm
16W: 3000K @ 1,588lm; 3500K @ 1,652lm; 4000K @ 1,663lm; 5000K @ 1,619lm
11W: 3000K @ 1,134lm; 3500K @ 1,165lm; 4000K @ 1,171lm; 5000K @ 1,152lm

Efficacy:
22W: 3000K @ 99lm/W; 3500K @ 105lm/W; 4000K @ 108lm/W; 5000K @ 101lm/W
16W: 3000K @ 104lm/W; 3500K @ 109lm/W; 4000K @ 110lm/W; 5000K @ 107lm/W
11W: 3000K @ 108lm/W; 3500K @ 112lm/W; 4000K @ 112lm/W; 5000K @ 110lm/W

L70 Lifespan:
50,000-Hour LED lifespan based on IES LM-70 results

Electrical

Driver:
Constant Current, Class 2, 60 Hz, 120V-277V, 120V: 0.18A, 208V: 0.10A, 240V: 0.09A, 277V: 0.08A

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:
≤20%

Power Factor:
≥0.9

Dimmable:
Yes, 0-10V dims down to 10%. See Dimmer Compatibility List.

Input Voltage:
120-277V

Operating Frequency:
50/60Hz

Input Current @ 120V (mA):
180mA

Input Current @ 208V (mA):
75mA

Input Current @ 240V (mA):
90mA

Input Current @ 277V (mA):
80mA

Operating Temperature:
-4°F to 104°F (-20°C to 40°C)

Flicker:
≤30%

Color Temperature:
Field Adjustable via dip switch
3000/3500/4000/5000K

LED Characteristics

Color Accuracy (CRI):
>90 CRI

R9 Value:
High color performance with R9 greater than or equal to 50

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Technical Specifications (continued)

Color Consistency:
4-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:
LED color temperature is warrantied to Shift no more than 200K in color temperature over a 5-year period

Color Uniformity:
RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Installation

Mounting:
Recessed

Construction

Size:
8"

Shape:
Round

Finish:
White

Enclosure Material:
Metal

Trim Style:
Smooth

Lens:
Polycarbonate light diffuser distributes light evenly and smoothly for general lighting applications

Compliance

Listings:
UL Listed, UL Classified

Environment:
Suitable for use in dry, damp, and wet environments.

IC Rated:
Suitable for direct contact with insulation

Air Tight:
Housing certified Air Tight as per ASTM-E283

Energy Star Approved:
This product is ENERGY STAR® Version 2.2 Certified.

Certification Model Number:
DLC1002(CRLEDFA-8R-22S-9CCT-UNV-WS)

T20 Compliant:
Not compliant

California Title 24 JA8 Compliant:
Can be used to conform with the requirements of California Title 24 Part 6.

California Energy Commission (CEC) Status:
Lawful for Sales in California

NEC Compliant:
Suitable for use in closets. Compliant with NEC Sec. 410.16 (A)(1) and 410.16 (C3).

IESNA LM-79 & LM-80 Testing:
RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

RoHS:
Mercury and UV free. RoHS-compliant components.

FCC:
Complies with Part 15 of the FCC Rules

Trade Agreements Act Compliant:
This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Energy Star ID:
3557089

Other

Accessories:
DLPLATE/C3468R/NB
DLPLATE/WFR3468/NB
Mounting Plate w/nailer bar

DL8-10GOOF/R/P/CRLEDFA
Commercial Downlight 8"-10" Goof Ring

DL8-12GOOF/R/P/CRLEDFA
6" Commercial Downlight 8"-12" Goof Ring

DLTRIM/CRLEDFA8R-BNS
8" Smooth Brushed Nickel Color Trim

DLTRIM/CRLEDFA8R-BS
8" Smooth Black Color Trim

DRI-25-EMGR-DC
Emergency Back up Driver

DRI-21-EMGR-DC-D10
Emergency backup driver

5-Year, No-Compromise Warranty:
RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

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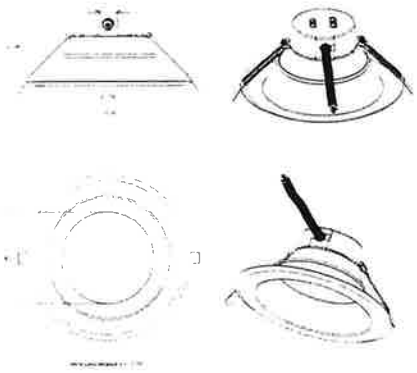
CRLEDFA-8R-22S-9CCT-UNV-WS

RAB

Dimensions



Features

- Mounts directly into ceiling, no housing required
- Field-adjustable "set and forget" color temperature
- High-performance LEDs for commercial applications
- Meets air-tight requirements
- 0-10V dimming, see Dimmer Compatibility List
- Suitable for wet and damp locations
- Replacement for traditional compact fluorescent recessed downlights

Ordering Matrix

Family	Size	Shape	Wattage	CRI/Color Temp	Driver	Finish	Trim	Battery Backup
CRLEDFA	8	R	22S	9CCT	UNV	W	S	
	6 = 6" **8** = 8" **10** = 10" **4** = 4"	**R** = Round	**24S** = 24/19/15W Adjustable **43S** = 43/37/32W Adjustable **33S** = 33/29/25W Adjustable **22S** = 22/16/11W Adjustable **16S** = 16/12/9W Adjustable **12S** = 12/9/7W Adjustable	**9CCT** = 90 CRI, 3000/3500/4000/5000K CCT Adjustable	**UNV** = 120-277V, 0-10V Dimming	**W** = White	**S** = Smooth	**Blank** = No Battery Backup **/E** = Battery Backup

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- Casted Spires(2)
- **Standard Finials(45)**
- Custom Finials & Spires (6)
- Finial Base Details (3)
- Pinnacles (1)
- Weathervanes (31)
- Lightning Protection (5)
- Accessories (24)
- Glass Balls (14)

Bestsellers

1. Ball & Spike
2. Banner
3. Crown
4. Flag
5. Landmark
6. Scroll
7. Stamen
8. Waterbury Jr.
9. Apollo
10. Moon Dance

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Copper
Lead Coated Copper

Height:	Shop Drawing:
3'-0"	
4'-0"	

Height Including Base of Crescent Finial



Tube Hem | Scalloped Hem | Pointed Hem

Click Image To View Optional Base Detail

Details

SKU	CRES-3-C
Our price:	**$1,850.00**

Options

Size	3'
Material	Copper
Specify Roof Pitch	
Base Detail	No Detail
Surface Finish	Natural
Lightning Protection Rod	No
Quantity	1

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Village of Spring Hill Decorative Pole

Orientation/Anchor Guide

(As Viewed from Above)



1/2 " x 18" L-type galvanized anchor bolts at 90 degree on a 11" - 14" bolt circle

POLE DETAILS

Shaft

6" to 4" OD Tapered Cast Aluminum

.250 Wall Minimum

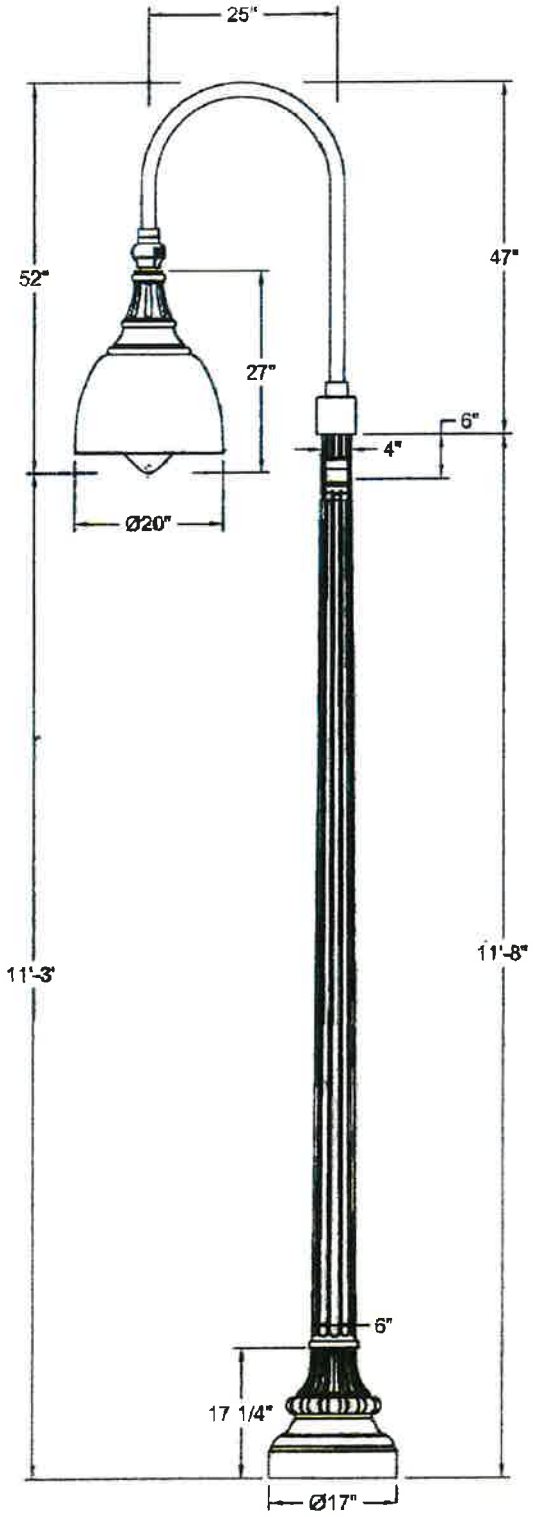
Cast Aluminum(A319 Alloy)

Base

Cast Aluminum(A319 Alloy)

Finish

Powder Coat Black

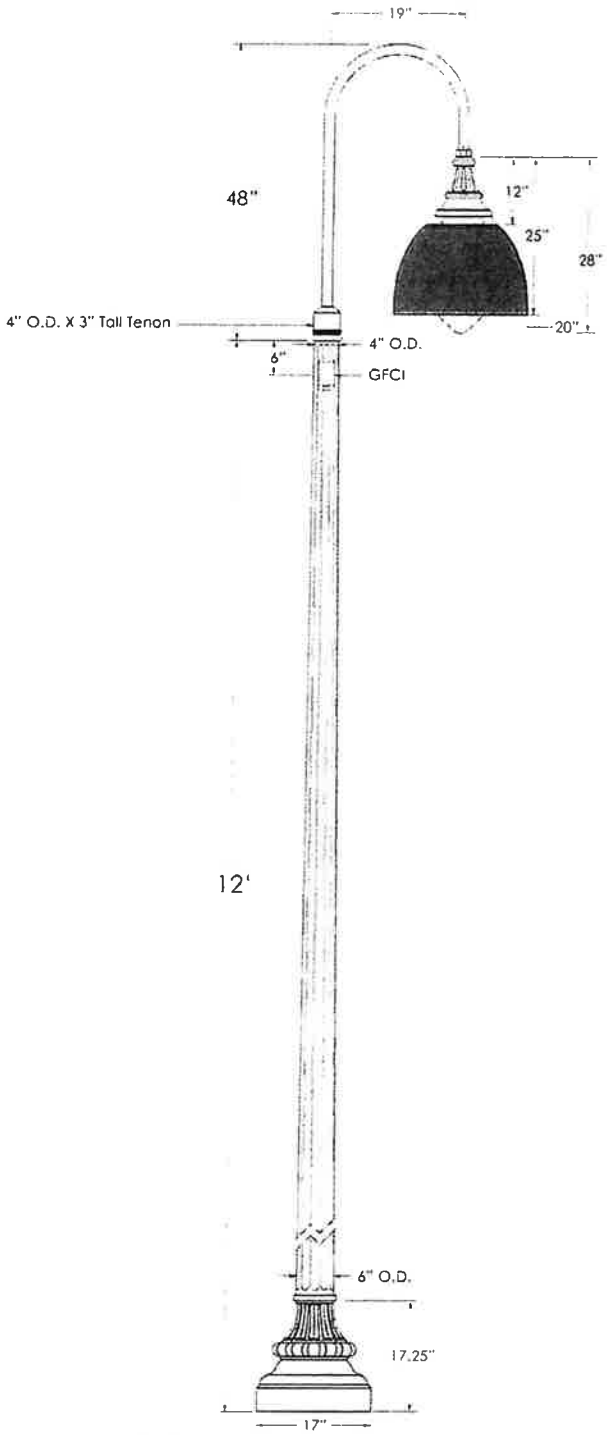


NOTICE:

This drawing is for reference only. Actual pole can be inspected at City of Mobile Electrical Department.

GLOBAL LIGHTING PERSPECTIVES
1605 N Main St. Bldg. B, Pearland TX 77581 | www.glplic.co

Part String: GP137-12-TN4/GFCI-TOP-0/CP148/BH9D/AD70PC-CL/S20/G2LED65-T5-40K/BT



Light Distribution:
- ○ Type II Distribution
- ○ Type III Distribution
- ○ Type IV Distribution
- ● Type V Distribution
- ○ Standard Symmetrical
- ○ Specify: ==========

Finish:
- ○ **BK** Black
- ● **BT** Textured Black
- ○ **GN** Green
- ○ **GV** Green Vein
- ○ **WH** White
- ○ **CV** Copper Vein
- ○ **SB** Statuary Bronze
- ○ **SV** Silver
- ○ Custom: ==========

Voltage:

○ 120	○ 277
○ 208	○ 480
○ 240	○ Multitap

- ● Auto (120V-277V) [LED]
- ○ Specify:

Light Source:

○ 50W MH	○ 50 HPS
○ 70W MH	○ 70 HPS
○ 100W MH	○ 100 HPS
○ 150W MH	○ 150 HPS
○ 175W MH-PS	○ 250 HPS
○ 250W MH-PS	○ Incandescent
○ PL13	○ CFL
○ 26W LED	○ 40W LED
● 65W LED	○ 80W LED
○ 115W LED	○ SPEC

Specify: ==========

Note:
LED - Light Emitting Diode
MH - Metal Halide
HPS - High Pressure Sodium
PL & CF - Compact Fluorescents

Additional (If Any):

Hardware:
Stainless Steel Hardware Included.

Filter Details:
Cast Aluminum Fitter

Electrical:
Auto-Sensing Voltage
110VAC-277VAC

Pole Details:
Cast Aluminum Base
Cast Aluminum Shaft
1/2" X 18" Double Nut Double Washer Anchor Bolts

Drawn By:

Revision:

Notes:
Drawing for reference only, subject to change.
Attach drawing with order.
Do Not Scale.

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT
June 2017

Table of Contents

I. General
II. Cabinet Assembly with Controller
III. Cabinet Assembly without Controller
IV. Controller Unit
  (a) Advanced Traffic Controller for NEMA-Style Cabinet
  (b) Standard NEMA TS-2 Controller

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices

NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

A cabinet assembly with controller shall consist of a controller unit, malfunction management unit, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(a) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

   The cabinet shall be fabricated from shaped sheet aluminum. Unless otherwise indicated at time of purchase, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be processed utilizing a powder coat procedure.

2. CABINET DIMENSIONS.

   The cabinet shall be large enough to provide ample space to house the controller unit, malfunction management unit, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate a controller whose dimensions are defined by the NEMA Standard.

   The minimum size of pole mounted controller cabinet shall be 60 inches in height, 36 inches in width, and 17 inches in depth.

   The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

   When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

   Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

   Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

   The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

   The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

   Two keys shall be furnished for each type of lock.

6. SHELVES.

   The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

   A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

   Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

   The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.

   The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at cabinets shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 – 15R grounding type outlet and shall have independent ground fault circuit protection.

12. POWER STRIP RECEPTACLES.

A power strip, with a minimum of 6 receptacles shall be provided as part of the terminals and facilities. The power strip shall provide three prong, NEMA Type 5 – 15R grounding type outlets and shall be wired directly to the clean, filtered side of the cabinet power supply, and shall have a resettable circuit breaker.

13. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

Two thermostatically controlled power vents and fans shall be provided. The two independent thermostats shall activate the fan at 110 °F and de-activate the fan at 90 °F with an accuracy of ± 5 °F.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

- Manufacturer's name – All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Malfunction Management Unit Model Number
- Malfunction Management Unit Serial Number
- Communication Unit Model Number (If applicable)
- Communication Unit Serial Number (if applicable)

(b) AUXILIARY DEVICES.

1. GENERAL.

   Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

   The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

   The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH.

   The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

   Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 °F . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

   When specified, detector test switches shall be furnished to check all detector control circuits.

6. SOLID STATE SIGNAL BUSS RELAY.

   A solid state input power relay shall provide 120 VAC power to the signal load switches.

(c) TERMINALS AND FACILITIES.

1. GENERAL.

   The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or nonplug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

   The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

   The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

   No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

   Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

   All other panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

   As a minimum, the panel shall be provided with the following terminal blocks:

   - Terminal block to provide connections for the circuit breaker(s) and power supply line.
   - Terminal block unfused, for neutral side of power supply line.
   - Terminal blocks as specified by the NEMA Standard.

   The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

   The main panel assembly shall include the following as per the NEMA Standard:

   - 16 load switch operation (8 vehicle, 4 pedestrian and 4 overlap)
   - 6 flash transfer relays
   - Shall support flashing yellow arrow operation

6. POWER TERMINAL STRIP.

   Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

   All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

   If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

   All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

   There shall be no more than two connections made on any terminal point.

   Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

   The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

   The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

   All wiring shall be stranded conductor.

10. WIRING.

    Wiring within the controller cabinet shall be neatly laced and identified.

    All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

    The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

    All wiring color code shall be as per the NEMA Standard.

11. CABLES.

    All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

A minimum of four (4) SDLC cables (NEMA 3.3.1) for connection of specified devices and future devices shall be provided. The SDLC termination panel shall support an additional two (2) cables.

12. DETECTOR PANEL.

Provisions for pedestrian pushbutton detection shall be provided. The control circuit to the pushbutton shall be an isolated logic ground, and the return circuit to the controller input shall be isolated and protected logic ground. Termination points for detector calls in the cabinet shall be via a #10 screw.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on cabinet left wall for future use.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and

protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch that kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

    Circuit breakers shall be furnished. There shall be a main breaker rated at 40 A and a service breaker rated at 15 A.

    The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

    The cabinet should include a NEMA cabinet power supply that provides power and other control circuitry for a TS-2 Detector Rack Assembly.

20. TIMER CONNECTIONS.

    The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring-connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

    The load switch output(s) shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

    All lightning protection devices shall be replaceable without removing any panels.

23. EMA INDICATION WIRING.

    All NEMA functions listed in the NEMA Standards Publication No. TS 2-2016 shall be provided. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

24. PREEMPTION (PRIORITY CONTROL).

    The controller unit shall provide the preemption option (ten plans).

(d) MALFUNCTION MANAGEMENT UNIT.

1. TYPE.

    Malfunction Mangagement Unit (MMU) shall monitor up to sixteen (16) channels of signal outputs and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. ETHERNET CONNECTIVITY.

   The MMU shall include an ethernet communication port for connectivity from a central location for diagnostic purposes.

3. PROGRAMMING.

   The MMU program card shall contain a device that store the MMU programming so that if the card is installed in a like MMU, the MMU will be automatically programmed.

4. POWER SUPPLY MALFUNCTION.

   The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED MMU.

   The MMU shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED MMU.

   The MMU shall apply stop timing on the controller when tripped.

7. INDICATION OF DRIVE FAILURE.

   The MMU shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.

   The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.

9. CLOCK.

   The unit shall have a real time clock and be connected to the controller unit via the SDLC port to facilitate communication between the two units and to keep the MMU time clock synchronized with the controller unit time clock.

10. EVENT LOG.

    The unit shall have an event log that contains the following data:

    - AC power interruption/restoration logging;
    - Logs reset after failure;
    - Log 24 V values;
    - Log CVM failure;
    - Load switch failure;
    - Log all faults with time and date.

11. EXTENDED MONITORING.

    The unit shall have the following extended monitoring:

    - Dual indication monitoring per channel;
    - Short vehicle clearance detection.

12. DISPLAY OF INTERSECTION STATUS.

    The unit shall be capable of displaying intersection status.

13. READBACK.

    The unit shall have program card readback.

14. TERMINATION OF UNUSED INPUTS.

    All unused inputs will be brought out and terminated on a terminal strip.

15. MONITOR INPUT WIRING.

Monitor inputs shall be wired to field output terminals without intervening connection points.

(e) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).
- Unit shall contain a minimum of three active clamping stages.
- Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
- Parallel impedance of limiters shall be less than 0.15 ohms.
- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch output shall be furnished with a metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC.

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND MALFUNCTION MANAGEMENT UNIT.

Power and neutral for controller and malfunction management unit shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty five 20 kA (8 X 20 µs) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.

FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency	Insertion Loss (db)
60 Hz	0
10 kHz	34
50 kHz	55
100 kHz	76
500 kHz	68
2 MHz	58
5 MHz	58
10 MHz	58
20 MHz	63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω.

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 mΩ.

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(f) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

- Controller circuit diagrams and schematics;
- Controller Operations Manual;
- Malfunction Management Unit diagrams, schematics and operations manual.
- Flasher diagrams and schematics;
- Load Relay diagrams and schematics;
- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.

Cabinet prints shall show every connector.

(g) CONTROLLER UNIT.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

   Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

   Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

III. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (f) as defined above. The cabinet facility shall be provided with empty space(s) on the left and right walls to provide an area for mounting of field devices not specified herein. Space shall be provided for video or radar field detection input circuits (approximately 12 in by 8 in). Space shall also be available for mounting a fiber cable termination unit (approximately 12 in by 12 in).

IV. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two (2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

   Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

   Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

   The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

(b) STANDARD NEMA TS-2 CONTROLLER.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller. The controller shall be downwardly compatible to operating existing TS-1 signals cabinets in the City of Mobile.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. FEATURES.

   Controller shall be capable of operating as a master or secondary in a closed loop system, with detector processing, coordination, communications, preemption, adaptive timing, NTCIP standard objects, time clock, and sixteen phase-sixteen overlap phasing. The built-in diagnostics will allow the operator to test input and output signals, RAM devices, memory, LCD, keypads, etc.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and Ethernet and USB ports for all necessary user connections. The standard controller shall have an LCD menu display. The keyboard shall be a twenty-three (23) key keypad containing four (4) function keys, ten (10) white numeric keys, seven (7) cursor/menu navigation keys, and two (2) LCD contrast adjustment keys.

   The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

Specification

This section specifies the minimum requirements for AI Based Traffic Monitoring and Management Systems furnished and installed in accordance with the design(s) for the location(s) designated on the project plans, in any related notice to bidders, or as directed. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, and operate the system. The monitoring and management system shall at a minimum use one or more cameras recommended by the manufacturer and video analytics hardware and software to detect vehicle presence, provide a detection output, and generate volume, occupancy, and speed data.

Type 1 Video Vehicle Detection shall be an AI Based Traffic Monitoring and Management System which detects, classifies, and tracks vehicles, pedestrians, and bicyclists in areas of interest via processing of video feeds and provides a suite of outputs including data analytics, real-time alerts with photo evidence, detector outputs to a traffic signal controller, web-relay activation and real-time signal timing optimization. The system includes actuation capabilities using built in NTCIP, SDLC and 5-pin and 16-pin I/O relay configurations, depending on the application needs.
Type 1 Video Vehicle Detection shall consist of the following components: AI GPU server (AIGPU), AI deep learning-based object detection and classification algorithms, tracking algorithms, application software, and all associated equipment required to setup and operate in a field environment. The Sensor and Processor shall be paid for separately under different pay items. Type 1A Sensor shall be a fixed bullet style camera. Type 1B Sensor shall be a Fisheye style camera.

Standard System Requirements for Type 1A Video Vehicle Detection

- The SYSTEM shall utilize video input from any IP, CCTV, and Analog camera to collect video image data for the AIGPU for purposes of detecting and classifying vehicles, pedestrians and bicyclists and generating traffic data, and controller outputs.
- The SYSTEM shall be able to receive video from a combination of both IP and Analog video cameras.
- The SYSTEM shall be able to process video output from up to 6 cameras simultaneously.
- Once SYSTEM is connected to the local or city network, the user shall be able to set up all the object detection zones and configure all applications from any Windows, MacOS or Linux PC within 30 minutes.
- The SYSTEM shall not require cloud connection and access for system configuration, data storage and data analytics purposes.
- The SYSTEM shall support the creation and modification of at least thirty (30) object detection templates within the graphical user interface ("GUI") for each camera view.
- The SYSTEM shall utilize and demonstrate tracking-based algorithms (in lieu of trip-line) to provide real-time vehicle, pedestrian, and bicyclist detection outputs within 200 milliseconds of vehicle arrival, ensuring minimal latency in traffic management responses.
- The SYSTEM shall be able to detect either approaching or departing vehicles in

multiple traffic lanes simultaneously.

- The SYSTEM shall be able to issue detection calls based on object class (car, light truck, heavy truck, bus, motorcycle, bicyclist, pedestrian), object estimated time of arrival, and event detection.
- The SYSTEM shall provide flexible detection zone placement anywhere within the field of view of the camera.
- The SYSTEM shall support both presence and pulse detection for each detection template. In presence detection, the detection zone is active as long as a vehicle, bicyclists, or pedestrian occupies the zone. In pulse detection mode, the system will generate a momentary signal for up to 200 milliseconds when an object is detected.
- The SYSTEM shall support the assignment of a Phase and Detector number to each road and crosswalk lane, supporting up to 32 phases and 64 detectors. These assignments can be modified at any time through the software.
- The SYSTEM shall support direction of travel assignment and 4 turning movements within detection template.
- The SYSTEM shall place a detection box around all detected and tracked objects (cars, pedestrians etc.). The user shall be able to disable or enable the box placement around the detected objects.
- The SYSTEM shall calculate and display the speed for each detected object with an accuracy of ± 2 mph, updating speed in real time every 100 milliseconds.
- The SYSTEM shall calculate and display wait times for all detected objects when stopped, with precision up to 0.1 seconds.
- The SYSTEM shall calculate and display the predicted trajectory and future position within 1.5 seconds for every object detected.
- The SYSTEM shall display the historic trajectory of each detected object.
- The SYSTEM shall trigger a state of "all call" to the controller in the event of an equipment failure or system malfunction.
- The SYSTEM shall issue real-time notifications when Video Corruption and Stuck Detector is detected. Video Corruption alert shall specifically detect when camera has moved enough to prevent normal operation of the system. The Video Corruption detection shall be based on Lane Detection capability based on computer vision and on the ability of the system to memorize the position of the detection zones relative to roads, sidewalks and crosswalks. The Video Corruption detection system shall also be able to detect video image deterioration due to a dirty lens, sun glare, camera physical deterioration and place constant calls on the controller for the affected phases when the alert is triggered.
- The SYSTEM shall be able to send real-time notifications by means of email, text, and in-browser notifications within 10 seconds after the event is detected.
- The SYSTEM shall maintain a local edge database capable of storing at least 1 year of historical traffic data. It shall allow users to generate reports on metrics including traffic counts, turn movements, vehicle classification, and average speed by lane with report generation intervals configurable from 1 minute to 1 hour. These reports shall be exportable via PDF and CSV files.
- The SYSTEM shall feature a real-time graphical Digital Twin of the intersection that converts video-based object detection and tracking into a digital 2D bird's eye view of the intersection with all approaches being displayed and tracked simultaneously. This

visualization is synchronized with video feeds and displays in real time all detected objects' positions at the intersection, controller detector and phase statuses, detector and phase calls.

- The SYSTEM shall include live streams displayed alongside the Digital Twin for each approach, with each stream operating at a minimum of 2 frames per second (fps).
- The SYSTEM shall display as part of the Digital Twin GUI the following 7 metrics as a historical line graph, aggregated by phase and approach: object counts, speed, arrivals on green, level of service, queue length, time to clear the queue, and controller max green times. The data shall be available for time ranges between 1 day and 7 days. These metrics shall also be displayed in real-time for the current day alongside the digital twin.
- The SYSTEM shall contain Digital Twin data overlays in the form of a heat map that displays on top of the Digital Twin the following data on a lane-by-lane basis and for periods of 1, 2 and 7 days: Volumes, Queue Length, Time to Clear the Queue, Total Delay, Wait Time. The user shall be able to select specific hours and days for which such data is to be displayed on top of the Digital Twin.
- The SYSTEM shall include a real-time adaptive module that recommends optimal green times and cycle time based on the data collected by SYSTEM using computer vision. Unless specifically enabled by the user to do so, the real-time adaptive module shall only display the recommended max green time and cycle time and not update the controller with such timings. The recommended max green times and cycle times shall be calculated every 10 seconds based on real time traffic conditions present at the intersection. The user shall be able to set min and max green times that the system can recommend as well as the max cycle time.
- The SYSTEM shall save object detection templates and all edge server configurations locally and/or in cloud (if cloud connection is present) to support operation with or without monitoring equipment (monitor, laptop, remote connection) connected.
- The SYSTEM shall contain a Central Management Software that can be installed and operate locally (local machine and network) or in cloud. The Central Management Software shall display the health status of all connected AIGPU servers, real time Digital Twin and Video data, Real Time Notifications, Standard Report and Turn Count Analytics reports and real-time adaptive timings recommended by SYSTEM. The Central Management Software shall also automatically save the AIGPU configuration settings and notification images or MP4 files.

The entire SYSTEM must be designed and assembled in the United States of America.

Hardware Requirements

Requirements

- The AIGPU shall be rack or shelf mountable, measuring no more than 6" wide, 6.5" deep, and 3.5" tall.
- The AIGPU shall include an exterior temperature regulating fan that is easily replaceable, measuring 3" long, 3" wide, and 1.25" tall.
- With proper equipment and infrastructure, the entire Detection system shall be installed and operational in less than 1 hour.

- The AIGPU shall be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet.
- The AIGPU shall operate at 120-240 VAC, requiring 30W or less power.
- The AIGPU shall not require shielding from other electronic devices, such as power supplies and communication equipment.
- The AIGPU shall feature 2x LAN, 2x USB, and 1x HDMI interface ports on the front surface of the unit.
- The AIGPU shall be compatible with traffic controllers using NTCIP and SDLC standard to communicate detection calls and exchange data (e.g. date, time, timings). For SDLC actuation, Detection shall use only the built in SDLC module and no third party add on SDLC adapters shall be allowed.
- The AIGPU shall be able to connect directly to at least 4 Analog cameras at a time utilizing it's built in Analog Camera adapter, BNC Connectors, and IP encoder. No third party add on IP encoders shall be allowed.
- The AIGPU shall contain the option of being provided with built in relay control boards, including both 5-relay and 16-relay configurations. All components on the contact side of relay shall be capable of carrying 5 A at 30 V AC or DC. No third party I/O adapters shall be allowed.
- The AIGPU shall be designed and assembled in the United States of America.
- Type 1A Sensor shall be a fixed bullet style camera. Type 1A Sensors shall be full featured network cameras with a minimum of 5-megapixel resolution. Single fixed view cameras shall be optimized to capture images in challenging light conditions including low light and strong backlight. Single fixed view cameras shall be outdoor rated with a wide temperature range and shall be impact resistant and ready for extreme temperatures. Zoom and focus shall be remotely controlled. Mounting hardware shall be included with the sensor.
- Type 1B Sensor shall be a Fisheye style camera. Type 1B Sensors shall deliver video in any light condition using forensic WDR, IR and Lightfinder technologies. The Sensor shall offer a minimum of 12 MP resolution and offer 360 degrees of viewing. The Sensor shall offer a 360 degree overview, de-warped panorama, double panorama and corridor and quad views. All views shall be able to be streamed simultaneously up to 12 fps. The sensor shall be password protected and IP based with network access control. The Sensor shall be designed to operate reliably in an operating temperature ranging from -40°F to +131°F degrees at 5 percent to 95 percent relative humidity, non-condensing. Mounting hardware shall be included with the Sensor.

Warranty and Maintenance

- The AIGPU shall be warranted to be free of defects in material and workmanship for at least one (1) year following installation. During the warranty period, the supplier shall repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect. This warranty does not apply to products damaged by accident, improper operation, abuse, serviced by unauthorized personnel or unauthorized modification.
- All AIGPU repair services shall be conducted in the USA.
- The supplier shall maintain an adequate inventory of parts to support maintenance and repair of all systems under warranty or extended warranty

agreement.

Environmental and Certifications

- The AIGPU shall be designed to operate reliably in an operating temperature ranging from -34°C to +74°C degrees Celsius at 0 percent to 95 percent relative humidity, and have vibration and shock parameters of at least 5 G RMS 10 to 500 Hz and 50 G, half sine 11 ms, respectively.
- The AIGPU shall comply with part 15 of the FCC Rules.
- The AIGPU shall have successfully passed an independent laboratory test for NEMA TS2 minimum requirements for ambient temperature and humidity, transient current, and shock and vibration test. The independent laboratory test result document shall be readily available to the user.

Additional System options

Real Time Notifications

- The SYSTEM shall generate real-time notifications when the AI model detects the following conditions: Wrong Way Driver, Slow and Stopped Traffic, Lane Stopped, Speeding, Red and Yellow Light Violation, Stop Sign Violation, Crosswalk Violation, Bus Lane Violation, False Detection Call Alert, Stuck Detector Alert, Pedestrian and Heavy Truck Alert, and Video Corruption Alert. This should be adaptable, with customizable thresholds for different types of alerts (e.g., sensitivity adjustments for different traffic conditions).
- The SYSTEM shall display these alerts in real-time on top of objects that triggered the alert within its GUI.
- The notifications shall be saved as images or MP4 files of 3-10 seconds in length.

Advanced Traffic Analytics

- The SYSTEM shall allow users to generate reports on metrics including Queue Length, Average Speed, 85th Percentile Speed, Wait Times, Headway Monitoring Time (HWT), Stopped Vehicles, Lane Occupancy, Saturated Flow, Gap Time, Time to Clear Queue, Arrivals on Green, Level of Service, and Total Delay with report generation intervals configurable from 1 minute to 3 hours. This report shall be exportable via PDF and CSV files.
- The SYSTEM shall provide a Purdue Diagram by lane for intervals of at least 2 hours for a single day
- The SYSTEM shall provide graphs for Speed Distribution, Arrivals on Green, and Average Wait Time Distribution.

Safety Analytics/Near Miss

- The SYSTEM shall provide the detected number of safety events per 1000 objects and an intersection safety rating.
- The SYSTEM shall allow users to generate reports on metrics including object counts, 85th Percentile Speed, Headway Monitoring Time (HWT), and

detected events per lane including Near Miss detection. This report shall be exportable via PDF and CSV files

- The SYSTEM shall track all detected objects, including their direction and movement, and generate real-time Near Miss detection based on Time to Collision (TTC) thresholds ranging from 0 to 2.5 seconds. This system contains the requirement for ability to accurately predict all detected objects trajectory and speed.
- The SYSTEM shall include post-encroachment analysis with automated drawing of all object trajectories intersecting within 2.5 seconds
- The SYSTEM shall allow user to adjust the TTC threshold for Near Miss detection.
- Near Miss events shall be saved locally on AIGPU as MP4 files and have a duration of 10 seconds for each notification.
- Near Miss event notifications shall be sent automatically by email and or/text to all subscribed users.

Signal Timing Optimization

- The SYSTEM shall utilize the data it collects in real time —such as traffic volumes, speed, queue length and saturated flow—to calculate optimal signal timing, including Max Green, Offset, and Coordinated Cycle Times for a single intersection or a corridor.
- The SYSTEM shall not require cloud connection to perform signal timing optimization. Cloud console shall be available however if user prefers to use the cloud system.
- The SYSTEM shall be able to optimize either a single intersection at a time or a corridor. The system shall be able to support 50+ intersections at a time.
- The SYSTEM must feature a visual display on the Digital Twin interface that shows both controller timings and proposed SMARTCITY ITS timings. This display should include information on the current cycle time and maximum green time for each phase. Estimated timings shall be updated at least every 10 seconds, prioritizing the busiest approach.
- The SYSTEM shall calculate intersection split times in under 30 seconds to minimize total delay at the intersection and support controller update frequencies for split time tables ranging from every 10 seconds to 24 hours.
- The SYSTEM shall differentiate between weekdays and weekends, allowing for tailored signal timings.
- The SYSTEM shall allow manual configuration for split times, cycle time, and pedestrian priority.
- The SYSTEM shall contain a pedestrian priority system that allocates Max Green times based on the time it takes pedestrians to safely cross the crosswalk.
- The SYSTEM shall push timings to the controller using NTCIP.

Adaptive Pedestrian

- The SYSTEM shall allow for customization of 3 pedestrian count thresholds,

the duration for volume counts, and detector and phases to be activated upon reaching these thresholds.

- The SYSTEM shall calculate the number of pedestrians (PEDs) present at the intersection during the specified duration of counts, and issues calls via SDLC or NTCIP to traffic controllers within 100 milliseconds after predefined volume thresholds are reached.

RSU/Connected Vehicle Module

- The SYSTEM shall communicate in real-time with a Yunex RSU via API the following data: Object classification, Coordinates, Speed, and Direction.
- The SYSTEM shall actuate RSU via API or I/O contact closure.

valmont STRUCTURES

WASHINGTON AC3
Cast Aluminum - Clamshell

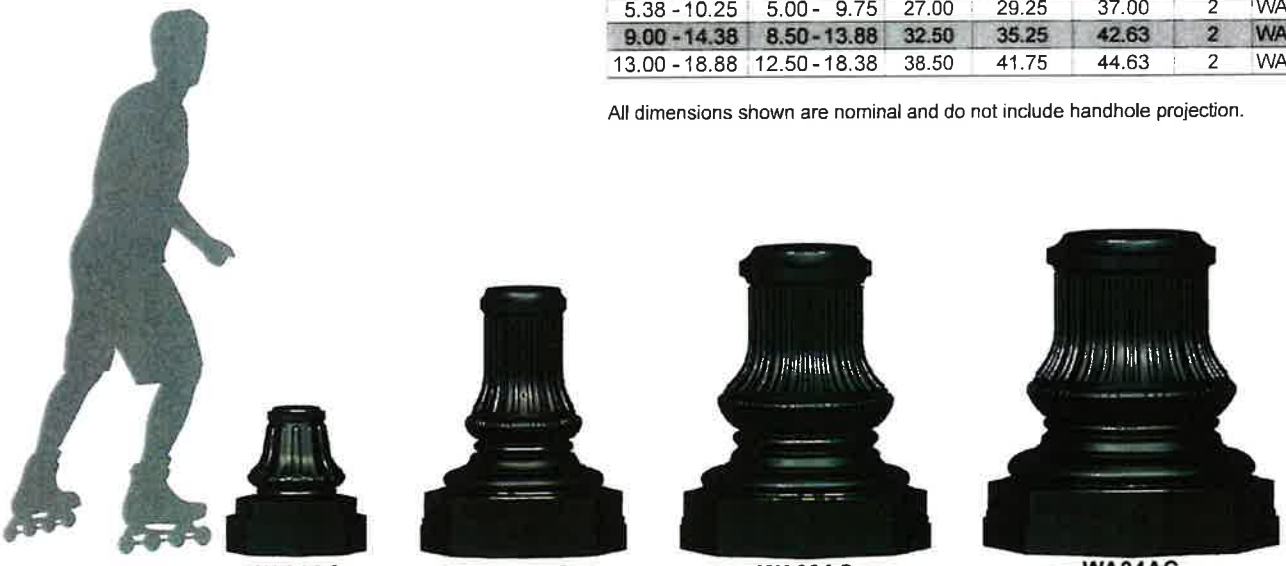
Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: _____ Quote: _____	Customer Approval: _____ Date: _____

FEATURES

- Aesthetically pleasing family for lighting and traffic applications
- Clamshell design for quick, easy assembly
- Durable, high quality aluminum casting provides clean, crisp details
- Octagonal base with clean, sharp corners
- Provided with stainless steel hardware
- Tamper proof hardware available as special order
- Long-lasting finish available in a variety of colors
- Install on existing poles to enhance streetscape

POLE BASE DIAMETER RANGE		DIMENSIONS OF BASE COVER				
TAPERED 0.14"/FT (IN)	NON-TAPERED (IN)	FLAT TO FLAT (IN)	POINT TO POINT (IN)	HEIGHT (IN)	QTY OF ACCESS DOORS	MODEL NUMBER
3.25 - 6.00	3.00 - 5.88	18.00	19.50	20.25	2	WA01AC
5.38 - 10.25	5.00 - 9.75	27.00	29.25	37.00	2	WA02AC
9.00 - 14.38	8.50 - 13.88	32.50	35.25	42.63	2	WA03AC
13.00 - 18.88	12.50 - 18.38	38.50	41.75	44.63	2	WA04AC

All dimensions shown are nominal and do not include handhole projection.



WA01AC WA02AC WA03AC WA04AC

PRODUCT ORDERING CODES

MODEL NUMBER	COLOR*	POLE BASE OD (IN)	BASE PLATE			ANCHOR BOLTS		HANDHOLE		
			BOLT CIRCLE DIA (IN)	SQUARE (IN)	THICKNESS (IN)	DIAMETER (IN)	PROJECTION (IN)	SIZE W x H (IN)	CENTER LINE HEIGHT (IN)	PROJECTION (IN)

WA01AC
WA02AC
WA03AC
WA04AC

STEEL
WH = White
ST = Sandstone
BK = Black
SM = Silver Metallic
SL = Silver
LG = Light Gray
SG = Slate Gray
DT = Dark Tan
MB = Medium Bronze
CB = Bronze
DB = Dark Bronze
BN = Brown
HG = Hunter Green
DG = Dark Green
RD = Red
SC = Special Color (Contact Factory)

ALUMINUM
DWH = White
DSS = Sandstone
BR = Burgundy
HG = Hunter Green
DNA = Natural Aluminum
DCG = Charcoal Gray
DMB = Medium Bronze
SBN = Sanded Brown
DNB = New Dark Bronze
DDB = Dark Bronze
SBK = Sanded Black
DBL = Black
DSB = Steel Blue
DTG = Dark Green
DBR = Red
SC = Special Color (Contact Factory)

1. Model Number, Color and Pole Base OD required on all orders.
2. Additional information required when ordering separate from poles.

* Choose steel or aluminum when used in conjunction with the appropriate pole material.

WASHINGTON AC3
Cast Aluminum - Clamshell

valmont STRUCTURES

Job Name:	Client Name:
Job Location - City: State:	Created By: Date:
Product: Quote:	Customer Approval: Date:

BASE COVER CLOSE-UP



SPC7264 04/09 valmontstructures.com carries the most current spec information and supersedes these guidelines.

valmont STRUCTURES

ROUND TAPERED FLUTED STEEL FL210

Job Name:	Client Name:
Job Location - City: State:	Created By: Date:
Product: FL210 — Quote:	Customer Approval: Date:

SPECIFICATIONS



Tenon Top



Finial



Handhole



Nut Covers



Pole - Pole shaft conforms to ASTM A595 Grade A or A572 Grade 55 with a constant linear taper of 0.14 in/ft.

Fluting Process - The tapered shafts are cold rolled over a precision hardened steel mandrel to form the desired flute shape. The flutes are uniform and equally spaced throughout the process. The termination of the flutes is no greater than 1.50" radii transition into the round section of the shaft. The results of this fluting process are flutes with architecturally pleasing radiused terminations and crisp uniform flutes.

Linear Flute Layout - Flutes start and stop to ensure nut covers and anchor base connection fit a smooth round diameter and provides mounting of side-mount luminaire arm assemblies. Flute start and stop locations should be specified.

Pole Top - A pole top plate and tenon are provided for top mount luminaire and/or bracket. A removable decorative spear finial is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies.

Handhole - A covered handhole and grounding provision with hardware is provided.

Nut Covers - Decorative anchor bolt nut covers with hardware are provided.

Base Cover - Optional decorative base covers available as special order.

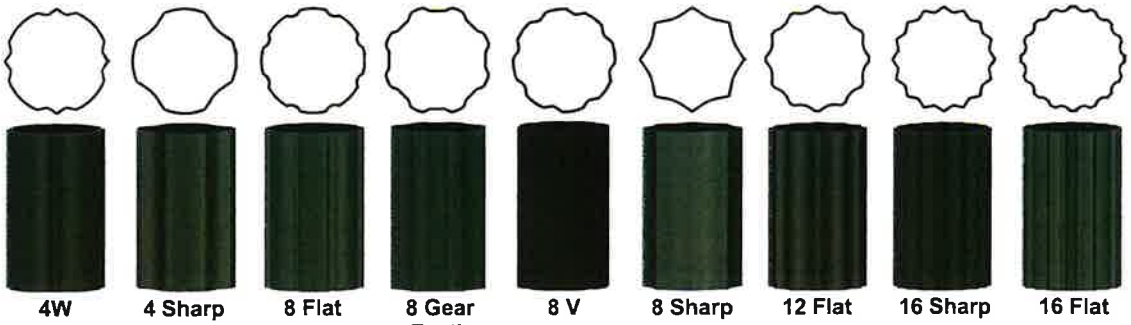
Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Finish - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

Cross Section
Fluted



ROUND TAPERED FLUTED STEEL FL210

valmont STRUCTURES

Job Name:	Client Name:
Job Location - City: State:	Created By: Date:
Product: FL210 — Quote:	Customer Approval: Date:

DESIGNATION, LOAD AND DIMENSIONAL DATA

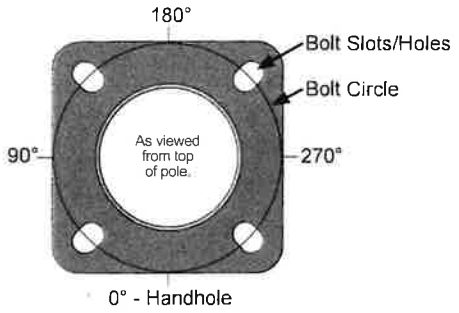
DESIGN INFORMATION							POLE DIMENSIONS				DESIGNATION
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST						
NOMINAL MOUNTING HEIGHT	MAX EPA[1] (SQ FT)	MAX WEIGHT[1] (LBS)	MAX EPA[1] (SQ FT)	MAX WEIGHT[1] (LBS)	MAX EPA[1] (SQ FT)	MAX WEIGHT[1] (LBS)	BASE OD (IN)	TOP OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT[2] (LBS)	
20'-0"	**21.0**	**525**	**15.0**	**375**	**12.0**	**300**	**6.72**	**3.92**	**11**	**175**	**672A200**
25'-0"	17.0	425	12.0	300	9.0	225	7.30	3.80	11	215	730A250
	31.0	775	24.0	600	18.0	450	7.75	4.25	7	345	775E250
30'-0"	**14.0**	**350**	**10.0**	**250**	**7.0**	**175**	**8.00**	**3.80**	**11**	**265**	**800A300**
	25.0	**625**	**18.0**	**450**	**14.0**	**350**	**8.00**	**3.80**	**7**	**380**	**800E300**
35'-0"	12.0	300	8.0	200	4.0	100	8.45	3.55	11	320	845A350
	25.0	625	18.0	450	13.0	325	9.00	4.10	7	500	900E350
39'-0"	**10.0**	**250**	**6.0**	**150**	**3.0**	**75**	**9.00**	**3.54**	**11**	**355**	**900A390**
	26.0	**650**	**18.0**	**450**	**13.0**	**325**	**10.00**	**4.54**	**7**	**605**	**T00E390**

1. Maximum EPA (Effective Projected Area) and weight values are based on top mounted luminaires and/or brackets having a centroid 2'-6" above the Nominal Mounting Height. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
2. Structure Weight is a nominal value which includes the pole shaft and base plate only.

ANCHORAGE DATA

POLE		BASE PLATE				ANCHOR BOLTS		
		BOLT CIRCLE						
BASE OD (IN)	WALL THK (GA)	DIA (IN)	± (IN)	SQUARE (IN)	THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)
6.72	**11**	**10.00**	**0.50**	**11.00**	**0.875**	**1.00 x 36.00 x 4.00**	**4.13**	**0.25**
7.30	11	10.50	0.50	11.25	0.875	1.00 x 36.00 x 4.00	4.13	0.25
7.75	**7**	**11.00**	**0.50**	**11.50**	**1.250**	**1.00 x 36.00 x 4.00**	**4.50**	**0.25**
8.00	11	11.00	0.50	11.75	0.875	1.00 x 36.00 x 4.00	4.13	0.25
8.00	**7**	**11.00**	**0.50**	**12.75**	**1.250**	**1.25 x 42.00 x 6.00**	**5.00**	**0.25**
8.45	11	11.50	0.50	12.00	1.000	1.00 x 36.00 x 4.00	4.25	0.25
9.00	**7**	**12.50**	**0.50**	**13.50**	**1.250**	**1.25 x 42.00 x 6.00**	**5.00**	**0.25**
9.00	11	12.50	0.50	12.50	1.000	1.00 x 36.00 x 4.00	4.25	0.25
10.00	**7**	**13.50**	**0.50**	**14.00**	**1.250**	**1.25 x 42.00 x 6.00**	**5.00**	**0.25**

Anchor Base Detail



PRODUCT ORDERING CODES

MODEL	CROSS SECTION	DESIGNATION	FIXTURE MOUNTING	FINISH	COLOR	ANCHOR BOLTS	BASE COVER
FL210					--	--	--
	A = 8 Sharp C = 12 Flat D = 16 Sharp E = 16 Flat F = 8 Flat G = 4 Sharp W = 4W Shape B = 8 Gear V = 8 V	672A200 730A250 775E250 800A300 800E300 845A350 900E350 900A390 T00E390	**Drill Mounting** D1 = 1 Luminaire D2 = 2 @ 180° D3 = 3 @ 120° D4 = 4 @ 90° D5 = 2 @ 90° D6 = 3 @ 90° **Tenon Mounting** P2 = 2.38" OD x 4.00" P3 = 3.50" OD x 6.00" P4 = 4.00" OD x 6.00" P5 = 2.88" OD x 4.00" P7 = 2.38" OD x 5.00" PQ = 2.38" OD x 12.00" PD = 3.00" OD x 3.00" -- = Plain Top P9 = Other Tenon (Contact Factory)	GV = Galvanize FP = Finish Paint FPGV = Finish Paint Over Galvanizing	GV = Galvanize BL = Black DB = Dark Bronze MB = Medium Bronze WH = White LG = Light Gray CB = Bronze SL = Silver SM = Silver Metallic SC = Special Color (Consult Factory)	AB = With Anchor Bolts LAB = Without Anchor Bolts	NC = Nut Covers FBC = Steel Full Base Cover

valmontstructures.com carries the most current spec information and supersedes these guidelines.

SPC7280 12/14

Pineapple Finial



Pineapple Finial

- Valmont Pineapple Finial with stud has a base outer diameter of .50 inches to 7.25 inches.
- Valmont Model 31C01.
- Long-lasting finish available in a variety of colors.
- Contact Valmont for technical information.

View Reference Numbers

31C01

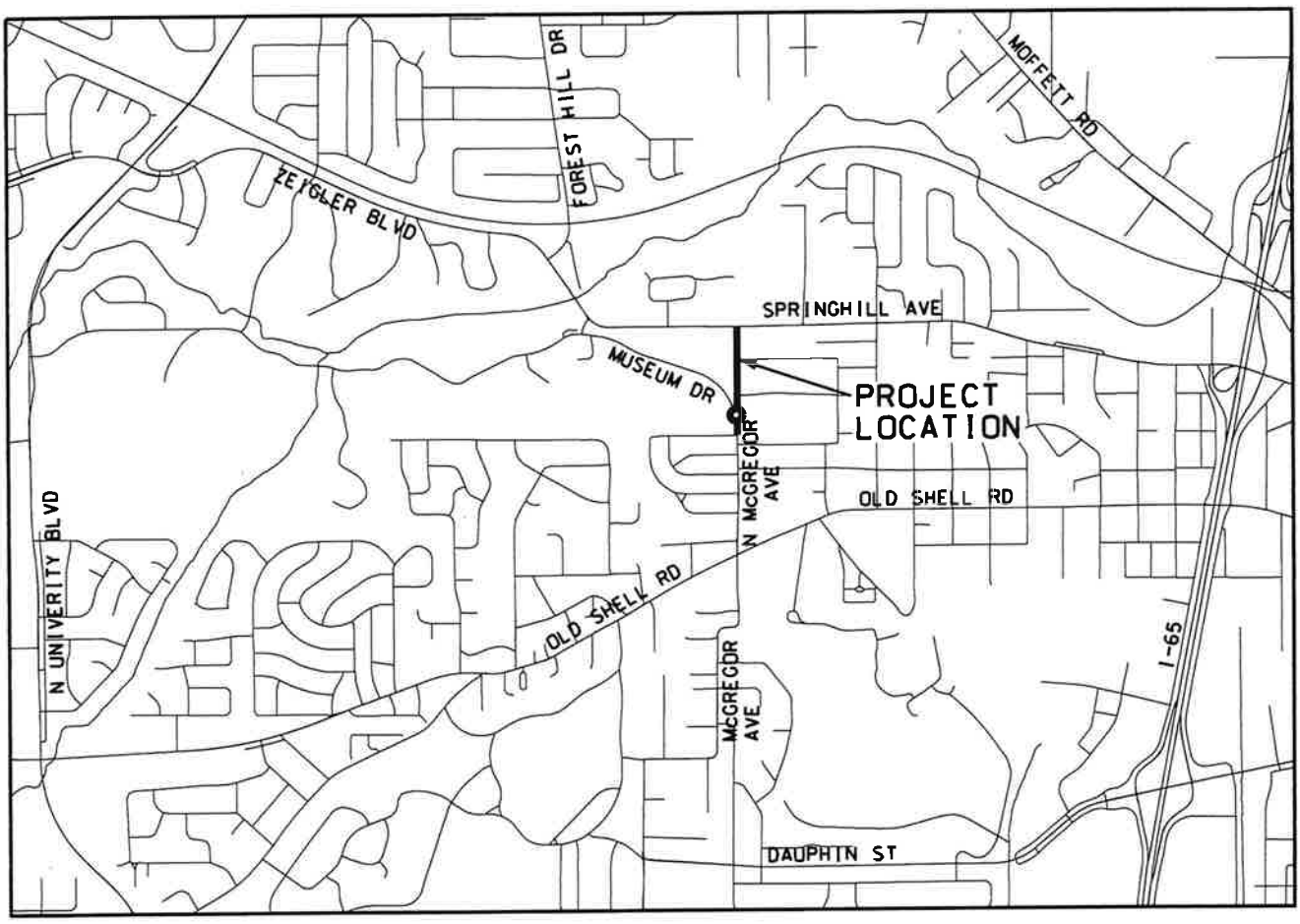
Do you have a question or need a quote?

Find your Valmont representative and let us know how we can help

FIND YOUR REP

ATTACHMENT "A"

LOCATION



MCGREGOR AVENUE

VICINITY MAP

N.T.S.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2026

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery AL 36123	**CONTACT NAME:** Kirsten Crosby **PHONE (A/C, No, Ext):** 334-244-0004 **FAX (A/C, No):** 334-244-0350 **E-MAIL ADDRESS:** kcrosby@turnerfirst.com
INSURED MCELCON-01 McElhenney Construction Co., LLC P.O. Box 1409 Theodore AL 36590	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Co. 16535 **INSURER B :** Scottsdale Insurance Co. 41297 **INSURER C :** Transguard Insurance Company of America 28886 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1413493444 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC OTHER:	Y	Y	GLO3538202-04	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP3538203-04	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	XLS2010860	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory In NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC3538201-04	7/1/2026	7/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C A	Leased/Rented Equipment Scheduled Equipment Auto Physical Damage			IMP4001354-03 IMP4001354-03 BAP3538203-04	7/1/2026 7/1/2026 7/1/2026	7/1/2027 7/1/2027 7/1/2027	$2,500 Ded/Per Item $2,500 deductible $250 Comp/ $500 Coll	400,000

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

RE: North McGregor Ave Reconstruction (Roundabout to Springhill Avenue) Project No. 2025-3005-20 City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J. Durden

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

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

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

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
251.208.7987
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.Judd@cityofmobile.org
251.208.7907
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Co., LLC
Address	PO Box 1409 Theodore, AL 36590
Telephone	251-973-0030
E-Mail	jennings@mcelhenney const.com

RFP/RFQ Solicitation Number	2025-3005-20
Project Description	North McGregor Ave Reconstruction (Roundabout to Springhill Ave)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 36 Female 5 Minority 15 Non-minority 21 SDVO _____ Total #of Employees 41

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennings Clayton

Signature: [signature] Date: 8/5/26

Title: Estimator / P.M.

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: Jennings Clayton Title: Estimator / P.M.

Email: jennings@mcelhenney const.com Phone: 251-973-0030

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 McElhenney Const. Your Bid/Proposal Amount $ 1,419,344.43 Date: 8/5/26

8/5/26 Description North McGregor Ave Reconstruction (Roundabout to Springhill Ave)

Name of Bidder/Proposer: McElhenney Const. Co., LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bennett Construction	251-382-6[illegible]	Concrete	183,545.00	12.93%	Yes	
L&G Concrete	251-654-6[illegible]	Concrete Supplier	44,695.00	3.14%	Yes	
FCS Contracting Serv.	214-490-4[illegible]27	Trucking	5,680.00	0.5%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Const.

Contact Person: Jennings Clayton Phone 251-973-0030 Email jennings@mcelhenneycmd.com

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

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

✓		**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	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McElhenney (affiant) who, being duly sworn says as follows:

President/CEO of McElhenney Construction Co., LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for MCC 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 MCC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of McElhenney Construction Co., LLC

Sworn to and subscribed before me this the 5th day of August, 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

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Approved by:

Employer	
McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	**Title**
Signature Electronically Signed	**Date** 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/10/2013

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Josh R McElhennev
Phone Number	2519730030
Fax	
Email	josh@mcelhennevconst.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

This list represents the first 20 Program Administrators listed for this company.

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. 2025-3005-20
NORTH MCGREGOR AVE RECONSTRUCTION
(ROUNDABOUT TO SPRINGHILL AVE)

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 PROJECT NO. 2025-3005-20**
NORTH MCGREGOR AVE RECONSTRUCTION
(ROUNDABOUT TO SPRINGHILL AVE)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____
_____
_____
_____
_____

Contractor: _____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

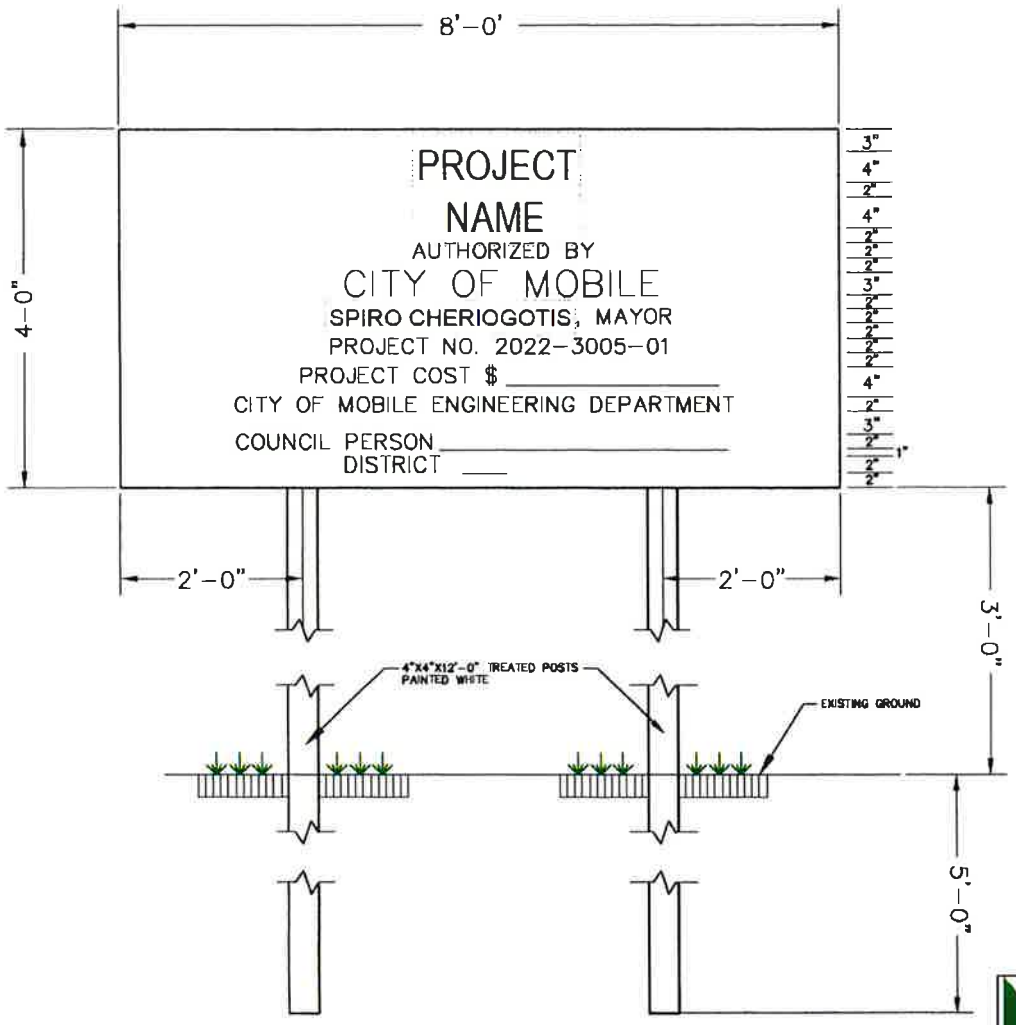
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

CITY STANDARD DRAWING
PROJECT SIGN

SCALE: N.T.S.	SHEET 1 OF 1	03-06-2026

ATTACHMENT "F"

ADDENDUMS

ADDENDUM NUMBER 1

July 24, 2026

CITY OF MOBILE

NORTH MCGREGOR AVE RECONSTRUCTION
(ROUNDABOUT TO SPRINGHILL AVE)
PROJECT NO. 2025-3005-20

DATE TO RECEIVE BIDS: August 5, 2026, at 2:30 P.M.

1. The Bid Opening has been postponed until Wednesday, August 5, 2026, at 2:30 P.M.

2. The permanent Mast Arm signal plan has been removed from the project. A temporary strain pole signal plan will be constructed instead. That revised plan and revised quantities will be included in Addendum 2 issued next week.

3. The revised "Item III Proposal Section" contract schedule will be included in Addendum 2. Addendum 2 will contain the revised quantities and pay items for the new temporary signal plan.

4. No Temporary Construction Easement was obtained on plan sheet 11 at station 36+00 left. The 10 existing oak trees shown to be removed in this area on plan sheet 5 will remain in place.

5. Construction note 15 states the planning and asphalt overlay of PFC John O New Drive (approximately 250 LF) will be included in this project. The quantities are included in the Base Bid quantities.

6. The concrete shall be a State approved design mix.

7. Remove Construction Note 13 on sheet 1E of the plans. No fence reset is required.

8. The Contract Low Bidder will be determined by the "Base Bid + Additive Bid 1 + Additive Bid 2 + Additive Bid 3 Total". Total contract award to be based on available funding.

9. In lieu of working days, the contract will be awarded with a mandatory completion date of February 1, 2027.

10. The Pre-Bid Sign-In Sheet is included as an attachment.

11. Lane closures will be limited between Thanksgiving Day (November 26, 2026) and Christmas Day (December 25, 2026). No extended hard closure. Short term one lane closures only.

12. The Lighting Assembly (pay item 750-A) will be supplied by the City of Mobile.

13. No pre-cast Pole Foundations (pay item 750-C) will be allowed for the Lighting Assembly (pay item 750-A) installation.

14. The permanent signal plan (sheets 47 – 50A) has been deleted from this project. A temporary signal plan has been added and will be constructed under the new pay item 730-C Furnishing and Installing Traffic Control Unit (Temporary). The temporary signal plan layout and revised quantities will be included in Addendum 2.

15. The eight (8) outdoor LED spotlights and one center mount recessed light associated with the 999-Z Springhill Entry Wall & Pavilion (Includes Lighting) shown on sheet 13 are included in the Lump Sum amount bid for pay item 999-Z. It also includes the conduit, circuit breaker enclosure and conductor wire for two circuits.

16. The eight (8) outdoor LED spotlights (included in pay item 999-Z) shall be mounted to a rectangular weatherproof outdoor die cast aluminum electrical box (color: Old Bronze) or approved equal that is to be mounted above finished grade to a treated 4" x 4" timber stub.

17. The electrical circuit breaker enclosure for the pavilion lighting shall be a 4-space outdoor (NEMA 3R) breaker box with two 15-amp single-pole breakers or approved equal. The breaker box shall be painted Sherman Williams color: SW9082 Chocolate Powder.

18. A revised fillable quantity contract schedule will be included with Addendum 2.

19. The required wrought iron railing is included in pay item 999-Z Springhill Entry Wall & Pavilion (Includes Lighting) building plans. The specifications are as follows:

    Dimensions are shown in the building plans
    Iron Railing: Powder coated steel (black)
    Diamonds: ¾" steel
    Top Rail: King Metals #13-19360-000
    Bottom Rail: 3/8" x 1 ½"
    Rosette: King Metals #45-904

20. The following quantities have been added to the Base Bid:
    This will be reflected in the revised contract schedule included in Addendum 2.

214-A	Structure Excavation	50	CY
214-B	Foundation Backfill, Local	50	CY
424-A2	Improved Bituminous Concrete Wearing Surface Layer, Patching, ½" Max. Aggregate Size Mix, ESAL Range A/B	50	TON
430-B	Aggregate Surfacing	50	TON
701-E	Solid Temporary Traffic Stripe	2000	LF
703-D	Temporary Traffic Control Markings	200	SF
730-C	Furnishing and Installing Traffic Control Unit (Temporary)	1	LS
730-H	Loop Wire	60	LF
741-C	Portable Sequential Arrow and Chevron Sign Unit	2	EACH

Please insert the Addendum 1 Acknowledgment inside the front cover of the Bid Document.

McCRORY & WILLIAMS, INC.

Sean Estes

Sean Estes, P.E.

BIDDER: McElhenney Construction

BY: Jennings Clayton

DATE: 7/24/26

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, JULY 27, 2026.
(FAX #: 476-4721)

Pre-Bid Meeting Attendance Sheet
THE CITY OF MOBILE, ALABAMA

M&W PROJECT NO. M5710-2214
2025-3005-20
North McGregor Avenue Reconstruction (Roundabout to Springhill Avenue)
July 22, 2026 @ 10:00 a.m.

Name	Company	Phone	Email
Sean Estes	MCW	261-476-4720	sestes@mcwinc.com
Scott Appleton	PL Russell	251-487-6999	Scott@PLRussell.com Ben@PLRussell.com
SPENCER Ruggs JR	Kingdom Construction Group	251 554-7780	SPENCER@KCGUSA.com
Roy Hall	C. Thornton Inc	251-[illegible]-3599	rgregory@C.ThorntonInc.com
Madison Gall	White-Spunner	251-[illegible]-4031	madison.gall@white-spunner.com
Colby Ramanauskas	APAC. Alabama	251-459-9475	Colby.ramanauskas@apac.com
LEE REACH	INLINE	251-510-4413	LREACH@INLINE.COM
Jennings Clayton	McElhenney Const.	251-654-8579	jennings@mcelhenneyconst.com
Walker Chandler	Rob Middleton Const	251-328-6364	TOM@RM-CONST.COM
Chandler Owens	Wiregrass Construction Co., Inc.	251-583-1925	Chaowens@wiregrassconstruction.com
David King	Trenchline Civil	256-609-2306	davidking@trenchlinecivil.com
Jessica Chambers	Kingdom Const. Group	251-459-0001	jessica@kcgusa.com

Pre-Bid Meeting Attendance Sheet
THE CITY OF MOBILE, ALABAMA

M&W PROJECT NO. M5710-2214
2025-3005-20
North McGregor Avenue Reconstruction (Roundabout to Springhill Avenue)
July 22, 2026 @ 10:00 a.m.

Name	Company	Phone	Email
Christina LeBlanc	Harris Contracting Services	407-680-4411	christina@harriscontractingservices.com
Carl Hanke	Parten Smith	251-457-1515	carl@psinc.biz
Tammy LAMBETH	City of Mobile	251-208-6071	tammy.lambeth@cityofmobile.gov
MATT ROGERS	CITY OF MOBILE	251-459-3943	MATT.ROGERS@CITYOFMOBILE.GOV
Linda St. John	Village of Springhill	251-209-6111	linda@logicaltls.com
Adam Spence	COM	251-529-6360	adam.spence" "

ADDENDUM NUMBER 2

July 29, 2026

CITY OF MOBILE

NORTH MCGREGOR AVE RECONSTRUCTION
(ROUNDABOUT TO SPRINGHILL AVE)
PROJECT NO. 2025-3005-20

DATE TO RECEIVE BIDS: August 5, 2026, at 2:30 P.M.

1. The permanent Mast Arm signal plan has been removed from the project. A temporary strain pole signal plan will be constructed instead. That revised plan sheets and revised quantities are included in Addendum 2.

2. The protected fillable Contract Schedule excel file is attached for your use in preparing the bid.

3. The revised "Item III Proposal Section" contract schedule summary sheet is included herewith. Please include it behind the fillable Contract Schedule in your bid document.

4. This is requested clarification on Class 2AW Type A traffic stripe, markings and legends.

   All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2024 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein. The traffic stripe shall be specified Class 2AW Type A. Where specified as Class 2AW Type A, the first drop shall be microcrystalline ceramic reflective optic beads and the second drop approved glass beads. The beads shall be applied as directed by Manufacturers application guidelines.

5. The eight (8) outdoor LED spotlights and electrical junction boxes (included in pay item 999-Z) shall be constructed as shown in the new detail shown on plan sheet 13 or approved equal. See the revised sheet 13 included herewith.

6. The following quantities have been added to the Base Bid:

214-A	Structure Excavation	50	CY
214-B	Foundation Backfill, Local	50	CY
424-A2	Improved Bituminous Concrete Wearing Surface Layer, Patching, ½" Max. Aggregate Size Mix, ESAL Range A/B	50	TON
430-B	Aggregate Surfacing	50	TON
701-E	Solid Temporary Traffic Stripe	2000	LF
703-D	Temporary Traffic Control Markings	200	SF
730-C	Furnishing and Installing Traffic Control Unit (Temporary)	1	LS
730-H	Loop Wire	60	LF
741-C	Portable Sequential Arrow and Chevron Sign Unit	2	EACH

7. The following pay items have been deleted from the proposal:

730-C	Furnish and Install Traffic Control Unit (McGregor Ave N at Spring Hill Ave)
730-E1	Metal Traffic Signal Pole Foundation (Pole 1)
730-E2	Metal Traffic Signal Pole Foundation (Pole 2)

730-F1	Metal Traffic Signal Pole With 65' Mast Arm Assembly (Supplied by Others)
730-F2	Metal Traffic Signal Pole With 45' & 50' Mast Arm Assembly (Supplied by Others)
730-N	Luminaire Extension Assembly, 12'
730-P1	Vehicular Signal Head, 12 Inch, 3 Section, Type LED
730-P2	Vehicular Signal Head, 12 Inch, 4 Section, Type LED
730-Y3	Furnishing and Installing Pedestal Pole and Foundation With Pedestrian Signal Features
730-Y4	Furnishing and Installing Pedestal Pole and Foundation With Pedestrian Signal Features

Please insert the updated fillable Contract Schedule and Summary Sheet along with the Addendum 1 and 2 Acknowledgments inside the front cover of the Bid Document.

McCRORY & WILLIAMS, INC.

Sean Estes

Sean Estes, P.E.

BIDDER: McElhenney Construction

BY: Jennings Clayton

DATE: 8/5/26

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY FAXING OR EMAILING THE SIGNED COPY TO McW ENGINEER'S OFFICE BY 10:00 A.M., THURSDAY, JULY 30, 2026.
(FAX #: 476-4721)

ADDENDUM NUMBER 3

July 31, 2026

CITY OF MOBILE

NORTH MCGREGOR AVE RECONSTRUCTION
(ROUNDABOUT TO SPRINGHILL AVE)
PROJECT NO. 2025-3005-20

DATE TO RECEIVE BIDS: August 5, 2026, at 2:30 P.M.

1. The following quantity has been changed to read:

   730-H Loop Wire 524 LF

2. The revised protected fillable Contract Schedule excel file is included for your use in preparing the bid.

Please insert the updated fillable Contract Schedule and Summary Sheet along with the Addendum 1, 2 and 3 Acknowledgments inside the front cover of the Bid Document.

McCRORY & WILLIAMS, INC.

Sean Estes

Sean Estes, P.E.

BIDDER: McElhenney Construction

BY: Jennings Clayton

DATE: 8/5/26

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 3 BY FAXING OR EMAILING THE SIGNED COPY TO McW ENGINEER'S OFFICE BY 10:00 A.M., MONDAY, AUGUST 3, 2026.
(FAX #: 476-4721)

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/5/26

Name of Project: North McGregor Avenue Reconstruction (Roundabout to Springhill Ave)
Project Number: 2025-3005-20

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:	$ 27378.90
ADDITIVE BID 1:	$ 7,500.00
ADDITIVE BID 2:	$ 700.00
ADDITIVE BID 3:	$ 4,553.54

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder McElhenney Construction Company, LLC

Mailing Address PO Box 1409 Theodore, AL 36590

***By (Legal Signature)**

*Name (type or print) Josh McElhenney (Seal)

*Title President

Telephone Number 251-973-0030

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember Samantha Ingram

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

Name of Company:	Watermark Design Group, LLC
Project Name:	Africatown Welcome Center – Museum Contents
Project Number:	CL-029-26 (STEP A)
Amount:	$240,954.15

Adopted:

_____

City Clerk

DESIGN PROFESSIONAL CONTRACT

BETWEEN:

CITY OF MOBILE
(PUBLIC WORKS DEPARTMENT)

AND:

WATERMARK DESIGN GROUP, LLC

City of Mobile Business License No.: 54823

Secretary of State Registration No.: 000-601-999

For the following project: **Africatown Welcome Center – Museum Contents:**

Project No. CL-029-26 (STEP A).

STATE OF ALABAMA

CITY OF MOBILE

DESIGN PROFESSIONAL CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the City), acting by and through its Mayor and City Council, and WATERMARK DESIGN GROUP, LLC (hereinafter called "Watermark").

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

WHEREAS Watermark is uniquely qualified in the business of professional full-service architecture, planning, interior design, and custom graphics design.

WHEREAS the City of Mobile desires to engage Watermark based upon its professional skill, qualifications, experience, and competence, especially suited to provide said services upon the following terms and conditions;

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:

I. SCOPE OF SERVICES TO BE PERFORMED

A. Design and coordination for the Africatown Welcome Center museum exhibits, design services and continuity, and collaboration with key stakeholders, more particularly described in Watermark's proposal attached hereto as **Exhibit A: Scope and Fee Structure**.

B. Watermark represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals and shall affix a seal representing such licensure to all documents, as required.

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

D. Watermark agrees to diligently provide all materials, services and labor for the performance of this Contract (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A: Scope of Services and Fee Structure**, attached hereto and incorporated herein.

E. The Executive Director of Public Works, or his/her designated representative, - shall serve as the City's Project Manager and administer this Agreement on behalf of the City.

II. TERM OF AGREEMENT

The Services are to be performed beginning as of the date of last execution between the parties and continuing through December 31, 2026. The parties may extend the term of this Agreement only by a written amendment executed by both parties.

III. COMPENSATION

A. The City shall pay Watermark for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed **$240,954.15** for the services described in **Exhibit A: Scope and Fee Structure** attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Executive Director of Public Works.

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

IV. METHOD OF PAYMENT AND ADDITIONAL SERVICES

A. The City shall pay Watermark through payment issued by City upon receipt of Watermark's invoice and written approval of same by the City's Executive Director of Public Works indicating that services have been rendered in conformity with this Contract.

B. Watermark shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit A: Scope and Fee Structure**, attached hereto and incorporated herein.

C. Watermark's invoices shall be in a form satisfactory to the Executive Director of Public Works who shall initiate disbursements. Watermark is responsible for providing all necessary documentation that may be required by the City.

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

E. If the City's Executive Director of Public Works requires Watermark to perform additional services related to this Contract then Watermark shall be entitled to additional compensation. Watermark shall be entitled to additional compensation only as provided in an amended Fee Schedule incorporated into this Agreement through a written amendment executed by the parties. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and Watermark. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of Watermark, Watermark shall not be entitled to additional compensation.

V. LIABILITY OF WATERMARK

Watermark shall indemnify and hold harmless City, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant, or supplier that is committed by Watermark or Watermark's agent, consultant under contract, or other entity for which Watermark is legally liable. Watermark shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of

or failure to render professional services by Watermark or its agents covered by Watermark's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Watermark to procure and maintain professional liability insurance that satisfies the named requirements. Watermark shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Watermark's liability, or in proportion to the extent Watermark participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Watermark to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VI. DESIGN PROFESSIONAL'S INSURANCE.

A. Watermark shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits Watermark normally maintains, Watermark shall provide same at no additional cost:

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, and blanket contractual liability, specifically covering the obligations assumed by Watermark.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

    a. Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance:

    a. Providing follow-form coverage for Employer's Liability, Comprehensive General Liability, and Business Automobile Liability.

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

5. Professional Liability Insurance:

    a. Projects $0-$1,000,000, $1,000,000 annual aggregate

B. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

1. **Additional Insured**: All policies of insurance, except workers compensation and professional liability, shall be endorsed to name City of Mobile as an Additional Insured.

2. **Waiver of Subrogation**: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

3. **Primary and Non-Contributing**: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. **Notice of Cancellation**: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days

or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. **Certificates of Insurance - General**: Within ten (10) calendar days from date of issuance of Contract forms for execution, Watermark 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. Watermark shall also be responsible for delivering policy renewal certificates to the City of Mobile.

C. Within ten (10) calendar days from issuance of Contract forms for execution, Watermark shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section. Watermark shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. RESPONSIBILITIES OF WATERMARK

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

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

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

D. Watermark agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Watermark's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar Watermark from

consideration for award of future contracts in accordance with Alabama competitive bid law if Watermark does not abide by the terms of this contract.

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

F. Watermark 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 Watermark's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. Watermark is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Watermark 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 Watermark's sole direction, supervision and control. Watermark shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Watermark'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. Watermark shall be solely responsible for providing benefits and insurance to its employees.

VIII. FORCE MAJEURE

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

IX. OBLIGATIONS OF CITY

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

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

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

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

X. TERMINATION

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

B. Any failure of Watermark to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1) For defaults that are curable (as determined by the City), Watermark 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; and 2) For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

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

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

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

abandonment shall be as stated above. Watermark shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

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

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

XI. DISPUTE RESOLUTION

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

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

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

D. Watermark 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, Watermark shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XII. VENDOR WARRANTY

RESERVED

XIII. SUSPENSION/STOP WORK ORDER

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

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

XIV. NOTICES

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

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

City:
City of Mobile City Legal Dept.
and Exe. Director, Public Works
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633

Design Professional:
Watermark Design Group, LLC
c/o Catarina Echols, LEED AP, AAIA
Watermark's Authorized Agent
2970 Cottage Hill Road, Suite 200
Mobile, AL 36606

C. Any change in the City's Department Head or Watermark's Representative will be promptly communicated by the party making the change.

XV. DEFAULT/ BREACH.

A. Default. Default, for purposes of this contract, shall include any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract; 2) failure to meet established deadlines or schedules; 3) substandard or non-compliant work or services; 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements; 5) failure to communicate adequately with the City regarding progress or issues; 6) unauthorized assignment or transfer of the contract without prior written consent from the City; 7) misrepresentation or falsification of information provided in contract proposals or during performance; 8) failure to maintain required insurance coverage; 9) unauthorized use of City property, equipment, or resources; 10) violation of confidentiality or data protection requirements outlined in the contract; 11) failure to provide required reports, documentation, or certifications within specified timelines; 12) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews; 13) failure to comply with written directives from the City to correct specific issues or deficiencies; 14) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials; 15) misuse of funds allocated for specific tasks or deliverables; 16) failure to meet minority, small business, or other subcontracting goals as specified in the contract, if applicable; 17) failure to maintain adequate security measures for sensitive information or physical assets; 18) providing false claims for payments, reimbursements, or change orders; 19) failure to disclose debarment or loss of required license.

XVI. EFFECT OF DEFAULT

A. Upon the occurrence of default, and after acting in accordance with Article X of this Agreement, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Watermark for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Watermark and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Watermark written notice of such termination.

XVII. WITHHOLDING PAYMENT DUE

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

XVIII. CURE PLAN

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

XIX. PEER REVIEW/VALUE ENGINEERING

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

XX. ANTI-BOYCOTT

A. Watermark 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.

XXI. NON-DISCRIMINATION

A. Watermark 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 Consultants 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.

XXII. COMPLIANCE WITH IMMIGRATION LAW

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

XXIII. MISCELLANEOUS

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

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

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

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

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

F. If Watermark is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

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

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

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

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

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

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Watermark and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

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

noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

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

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

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

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

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

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

WATERMARK DESIGN GROUP, LLC

By: _____

Nicolas Gray, Architectural Team Lead

Printed Name and Title

Date: 08/04/2026

State of Alabama)
City of Mobile)

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

Given under my hand this the 4th day of August, 2026.

Notary Public _____

Print Stephanie Ivey McAleer (Seal)

My commission expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

STEPHANIE IVEY McALEER NOTARY PUBLIC ALABAMA STATE AT LARGE

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

BY _____
Its City Clerk

REV.07.31.2026

EXHIBITS

EXHIBIT A: SCOPE OF SERVICES AND FEE STRUCTURE

EXHIBIT B: CITY INSURANCE REQUIRED

EXHIBIT C: E-VERIFY DOCUMENTS

EXHIBIT D: OFFICE OF SMALL BUSINESS DEVELOPMENT SUBCONTRACTING AND MAJOR SUPPLIER PLAN

EXHIBIT D

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CL-029-26 Current Date 8 / 13 / 26

Project Description Africatown Welcome Center - Museum Content

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Watermark will oversee the museum component of the Africatown Welcome Center.

This work will require planning and coordination with City staff, the curator,

community members, key stakeholders, AV consultants, and vendors.

Watermark's responsibilities will include developing exhibit content, assessing existing

conditions, organizing project information, providing exhibit layout guidance, and

offering technical recommendations. Watermark will also subcontract an AV consultant during this phase.

Shonnda Smith
Requested By (Department Director)

Shonnda Smith (Aug 13, 2026 13:23:24 CDT) Executive Director, Public Works 08/13/2026
(Signature) **(Title)** **(Date)**

251-208-1625 shonnda.smith@cityofmobile.gov
Telephone Number **Email Address**

Archinique Kidd
Reviewed By (Office of Supplier Diversity)

Archinique Kidd Small Business Development Manager 08/13/2026
(Signature) **(Title)** **(Date)**

Approved By (CAO)

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Watermark Design Group, LLC
Address	2970 Cottage Hill Road, Suite 190, Mobile AL 36606
Telephone	(251) 665 5477
E-Mail	cechols@watermarkarch.com

RFP/RFQ Solicitation Number	CL-029-26
Project Description	Design and coordinate the museum component for the Africatown Welcome Center.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics Watermark East Office	Male 6 Female 5 Minority 4 Non-minority 7 SDVO _____ Total number of Employees 11

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Catarina Echols

Signature: _____ Date: August, 4, 2026

Title: Project Architect

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: Nicholas Gray Title: Architectural Team Lead

Email: ngray@watermarkarch.com Phone: (251) 490 1472

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Watermark Design Group Your Bid/Proposal Amount $ 240,954.15 Date: July 28, 2026

Description Consultants Name of Bidder/Proposer: Catarina Echols

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
MediaMerge	205-678-0588	Audio Visual Engineer	$45,000.00	19%	No	
Anne Brooks	251-937-6313	Art Consultant	$16,500.00	7%	No	
Stewart Engineering & Construction	251-937-6313	Electrical Engineer	$11,000.00	5%	No	

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Watermark Design Group, LLC

Contact Person: Catarina Echols Phone: 251 401 6647 Email: cechols@watermarkarch.com

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

__X__ 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. _____

The type of consulting services required for this museum installation are not found in the state of Alabama from anyone but the AV consultant proposed. The electrical work is by our engineer of record for all MEP work commonly done by Watermark Design Group, and the Art consultant is familiar with the project because of prior involvement.

Exhibit A

watermark
DESIGN GROUP

July 28, 2026

Ms. Shonnda Smith
Executive Director Public Works
City Of Mobile
205 Government Street
Mobile, AL 36602

Re: COM AFRICATOWN MUSEUM COORDINATION (Revision 6)

Dear Ms. Smith:

Watermark Design Group (WDG) is pleased to submit this proposal to the City of Mobile to provide design and coordination services for the Africatown Welcome Center museum exhibits. Building upon some of our team members prior involvement in the project, we are uniquely positioned to support the successful completion of the museum through thoughtful coordination, design continuity, and collaboration with key stakeholders.

SCOPE AND FEE STRUCTURE for the Step A Process

Coordinate with the City, curator, and project stakeholders to develop the content for the exhibits, facilitate the procurement, organization, and installation of museum exhibits. Deliverable may include supplements drawings, exhibit layout guidance, and technical recommendations to support implementation and ensure alignment with the original design vision, such as drawings and specifications for the exhibits informed by the data collected to date, design and technical recommendations, equipment cutsheets, and opinion of cost.

The proposed contract amount for Step A is **$240,954.15** and includes an initial consulting fee estimated at **$171,954.15**, which includes Watermark's hourly estimate of **$99,454.15**, and consultant fees estimated at **$45,000.00**, for the supporting services provided by our AV consultant, **$10,000**, for the Electrical coordination efforts provided by our Electrical Engineer, and **$16,500.00**, for the support design services provided by an art consultant. The incidental expenses associated with Step A deliverables are estimated at **$69,000.00**.

The standard hourly rates for the anticipated professionals are listed below along with utilization factors. Incidental expenses will not be expended without prior written approval by the Client. The current 2026 Watermark Design Group list of prevailing rates can be provided upon request.

Role	Rate	Hrs/ Week	Weeks	Est. # of Weeks	Hrs Budgeted	Subtotal
Watermark Lead	$245.00	1	37	5%	1.85	$453.25
Architect of Record	$238.00	4	37	10%	14.8	$3,522.40
Project Architect	$190.00	10	37	75%	277.5	$52,725.00
Photographer/Graphic Designer	$115.00	5	37	30%	55.5	$6,382.50
Graphic Designer	$115.00	8	37	40%	118.4	$13,616.00
Designer/Renderings	$115.00	10	37	30%	111	$12,765.00
Interior Designer	$160.00	8	37	15%	44.4	$7,104.00
Project Administrator	$130.00	2	37	30%	22.2	$2.886.00
					Total	**$99,454.15**

Consultant Fees

Name	Role/Task	ROM Cost	Mark Up	Contingency		Subtotal
	Audio Visual Consultant	$ 45,000.00	0%	0%	$	45,000.00
	Electrical Engineer	$ 10,000.00	10%	0%	$	11,000.00
	Art Consultant	$ 15,000.00	10%	0%	$	16,500.00
				Total	**$**	**72,500.00**

Watermark budgeted approximately $69,000 for incidentals, such as signage, wallpaper, installation, and related materials. Watermark agrees to provide the required drawings, specifications, and pricing documentation for these items.

Incidentals

Name	Role/Task	ROM Cost	Mark Up	Contingency		Subtotal
Signage Printing	Wall Murals and Labels	$ 25,000.00	10%	50%	$	40,000.00
Signage Installation	Labor	$ 15,000.00	10%	35%	$	21,750.00
Misc. Supplies/Materials	Case, Mounting Hardware, etc.	$ 5,000.00	10%	35%	$	7,250.00
				Total	**$**	**69,000.00**

Following Step A, the subsequent AV implementation portion of the project shall constitute the future phases 1 through 3. Watermark and its consultants (AV and Electrical) will prepare the required documents, such as drawings and specifications, for these phases.

Examples of projected exhibits to be derived in Step A but realized and implemented in the future phases include the following:

1. Timeline (wallcovering background) with supplemental audio-visual content (monitors)
2. Holograms (Portraits and 3D Vignettes and corresponding theatrical props)
3. Wayfinding displays (wallcovering, monitors and content)
4. Agile displays (wallcovering, artifact mounts, audio visual monitors and initial content)
5. Immersive Theatre (projectors, acoustical surfaces, theatrical props and initial content)

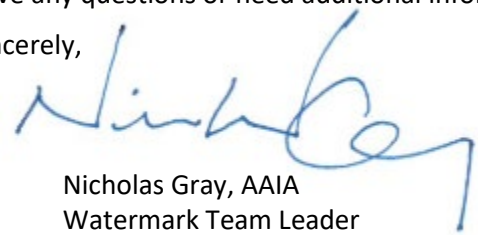
The estimated total based on the preceding tables, is **$240,954.15.** Completion date for Step A is estimated to be reached by **December 31st, 2026,** contingent on the community contributions, which informs the design (photos, interviews, movies, artifacts, etc.)

The projected Step A deliverables to the city shall include:

1. Participating and documenting meetings with the city, community members, and stakeholders.
2. Providing a summary of relevant information and best practices gathered during visits to successful museums.
3. Organizing and assessing the various types of community provided content and commence delineating its best use.
4. Preparing RFP documents for the implementation of Phases 1–3, including:
    a. Drawings
    b. Specifications
    c. Opinions of cost

We trust this proposal is responsive to your request, and we look forward to working with you through the process of bringing the City of Mobile's vision for this building to reality! Please let us know if you have any questions or need additional information.

Sincerely,



Nicholas Gray, AAIA
Watermark Team Leader
Watermark Design Group, LLC



Catarina Echols, AAIA, LEEP AP
Project Manager
Watermark Design Group, LLC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2026

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

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

PRODUCER	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Watermark Design Group, LLC 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778-04	2/1/2026	2/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BAP 3534779-04	2/1/2026	2/1/2027	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A	X	WC 3534777-04	2/1/2026	2/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CL-029-26 - Africatown Welcome Center - Museum Contents

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

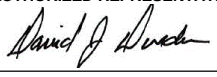
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: Thompson, Inc

Endorsement Effective Date: 02/01/2026

SCHEDULE

Name Of Person(s) Or Organization(s):	ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Coverage Extension Endorsement

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 3534779 - 04	Effective Date: 02/01/2026

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

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.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Thompson Engineering, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO3534778-04	02/01/2026	02/01/2027	02/01/2026		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2026 Policy No. WC3534777-04 Endorsement No.

Insured Thompson, Inc. Premium $

Insurance Company Zurich American Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO3534778-04	Effective Date: 02/01/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 25, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
CJ Small, Councilmember

Purpose and Scope of Project:
The Department of Programs and Project Management has requested that the Office of Grants Management apply for the Land and Water Conservation Fund 2026 Outdoor Recreation Legacy Partnership Grant program. The department is seeking funding to develop Phase II of Brookley by the Bay project. Phase II consists of an amphitheater, walking loop amenities, a North parking loop to serve the amphitheater as well as essential support facilities, such as comfort stations (restrooms), picnic shelters, and pedestrian pathways. Funding comes from the National Parks Services Federal Land and Water Conservation Fund through the Outdoor Recreation Legacy Partnership Grant Program. The total amount of grant assistance requested is $7,495,000. This funding opportunity requires a 1:1 match. The deadline to submit this application to Alabama Department of Economic and Community Affairs (ADECA) is September 18th, 2026.

Amount of Contract:
$7,495,000

Funding Source
N/A

ATTACHMENTS:
1. ORLP2026
2. RESOLUTION-FY26 ORLP (002)

REVIEWERS:
Jennifer Greene

Donna Bryars
Cherlina Monteiro
James Barber

August 19, 2026

Dear Councilmembers:

The Department of Programs and Project Management has requested that the Office of Grants Management apply for the Land and Water Conservation Fund 2026 Outdoor Recreation Legacy Partnership Grant program. The department is seeking funding to develop Phase II of Brookley by the Bay project. Phase II consists of an amphitheater, walking loop amenities, a North parking loop to serve the amphitheater as well as essential support facilities, such as comfort stations (restrooms), picnic shelters, and pedestrian pathways.

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We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
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, accept and receive from the Land and Water Conservation Fund (LWCF), the Outdoor Recreation Legacy Partnership (ORLP) grant for Phase 2 of Brookley by the Bay in the amount of $7,495,000.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered, subject to the City Council's appropriation of necessary match funding, and to sign any agreements or other documents in connection with the grant application and to provide any information required by the LWCF. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council shall appropriate 50% matching funds in the amount of $7,495,000 in the event this grant is awarded in full.

Adopted:

_____
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER ADOPTION OF THE 2026-2027 GENERAL FUND AND CAPITAL IMPROVEMENT FUND BUDGETS

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 25, 2026, a public hearing will be held on September 8, 2026 at 10:30 a.m., to consider adoption of the 2026-2027 General Fund and Capital Improvement Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2026-2027 General Fund and Capital Improvements Fund budgets are adopted.

Adopted:

_____

City Clerk