



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 23, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Bobby Brown

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 16, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Danny Corte for a waiver of the Noise Ordinance at Herndon Sage Park on

July 26-28, 2024, from 8:00 a.m. - 9:00 p.m. (District 1).

Request of Forress Rayford for a waiver of the Noise Ordinance at 911 Dauphin Street on March 3, 2025, from 2:00 p.m. - 12:00 a.m. (District 1).

Request of Darryl Cheese for a waiver of the Noise Ordinance at the corner of Dr. Martin Luther King, Jr. Avenue and Belsaw Avenue on July 22-26, 2024, from 7:00 p.m. - 10:00 p.m. (District 2).

Request of Carol Hunter for a waiver of the Noise Ordinance at Cathedral Square on September 21, 2024, from 12:00 p.m. - 9:00 p.m. (District 2).

Request of Jonathan and Lynn Barlow for a waiver of the Noise Ordinance at N. Jackson Street between St. Anthony and State Street on February 8, 2025, from 2:00 p.m. - 9:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 59 Hillcrest Road from R-1 to B-2 (District 6).

Public hearing to declare the structure at 1909 Beau Terra Drive, W. a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1622 Duval Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 771 Farnell Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2203 Height Street a public nuisance and order it demolished. (District 3).

Public hearing to fix costs for demolition of the structure at 2813 Berkley Avenue; \$2,625.00. (District 1).

Public hearing to fix costs for demolition of the structure at 1328 Adams Street; \$2,700.00. (District 2).

Public hearing to fix costs for demolition of the structure at 411 Marshall Street; \$3,038.00. (District 2).

Public hearing to fix costs for demolition of the structure at 2351 Howell Avenue; \$2,700.00. (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Betty Shinn - To request that the Council rotate the time of their meetings at least twice a month.

Emily Anderson - To ask for support and directions on how to establish a pocket museum in downtown Mobile.

Sabrina Mass - Comments about mental health, distribution of opioid crisis funds, and distribution of money to non-profits and oversight committees.

Reggie Hill - Comments about forming weekly agendas, FY 25 budget, expense of claims for taxpayers, and the demolition of the Civic Center.

12. CIP RESOLUTIONS HELD OVER

21-650 Authorize contract with Harris Contracting Services, Inc. for Medal Of Honor Park lighting, ballfield, and court improvements; \$1,684,843.70 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

13. RESOLUTIONS HELD OVER

01-637 Authorize amendment to agreement with Telepak Networks, Inc., d/b/a C Spire, to extend internet services for 60 months; \$2,915.00 per month (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-638 Authorize agreement with AltaPointe Health Systems, Inc. for crisis response under the Mobile Early Diversion Program (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

03-639 Appoint Jay Kanik and Jesse Galloway to the Improvement District of the City of Mobile - McGowin Park Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-640 Amend Purchase order to JHCC Holdings, LLC to complete additional wreck repairs to Chevrolet Tahoe; additional \$7,948.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-641 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for garbage truck fuel system repair; \$20,936.98 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-642 Approve purchase order to Imagetrend, LLC for annual renewal of patient management software for MFRD; \$25,132.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-643 Approve purchase order to Nexgen Asset Management for application programming interface for MIT; \$47,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-644 Approve purchase order to SHI International Corp. for computer network switches, power supplies, and warranty support for MIT; \$88,081.96 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-645 Approve purchase order to University of South Alabama for summer semester paramedic classes for MFRD; \$59,431.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-647 Authorize contract with Canon Solutions America, Inc. for print services and supplies for MFRD; \$30,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-648 Authorize contract with Del-Con, LLC for Mobile Museum of Art Exterior Repairs; \$214,000.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-649 Authorize contract with Matt Johnson to provide digital marketing professional services; NTE \$65,000.00 per year (sponsored by Mayor Stimpson) (submitted by Karen Poth, GulfQuest Maritime Museum).

31-651 Authorize and approve subaward grant agreement amendment No. 2 with the Alabama Department of Conservation and Natural Resources for Three Mile Creek Watershed Restoration (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

37-652 Consider the application of Quality Care on Wheels, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-654 Authorize Settlement Agreement and Release of Claims; Box (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

64-043 Rezone property located at 59 Hillcrest Road from R-1 to B-2 (sponsored by Councilmember Woods).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-657 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Justice for the FY24 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative; \$300,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

37-658 Recommend approval to the ABC Board for issuance of a Retail Beer / Table Wine (Off Premises Only) License to WAWA 5800; 7095 Cottage Hill Road (sponsored by Councilmember Woods).

40-659 Declare the structure at 1909 Beau Terra Drive, W. a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-660 Declare the structure at 1622 Duval Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-661 Declare the structure at 771 Farnell Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-662 Declare the structure at 2203 Height Street a public nuisance and order it demolished. (sponsored by Councilmember Small).

40-663 Fix costs for demolition of the structure at 2813 Berkley Avenue (sponsored by Councilmember Penn).

40-664 Fix costs for demolition of the structure at 1328 Adams Street (sponsored by Councilmember Carroll).

40-665 Fix costs for demolition of the structure at 411 Marshall Street (sponsored by Councilmember Carroll).

40-666 Fix costs for demolition of the structure at 2351 Howell Avenue (sponsored by Councilmember Daves).

58-667 Assess costs for removal of weeds, Repeat Group 72.

60-668 Approve award of special bonus to the Public Works Employee of the Month; Laurence (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-669 Determine an appropriation to Brave by Reflection, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-670 Determine an appropriation to Christ United Church serves a public purpose and approve payment. (sponsored by Councilmembers Penn, Carroll, Small, Daves, and Woods) (submitted by Donna Bryars, Accounting Dept.).

60-671 Determine an appropriation to Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Carroll and Small) (submitted by Donna Bryars, Accounting Dept.).

60-672 Determine an appropriation to Stewart Memorial Christian Methodist Episcopal Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.)

60-673 Determine an appropriation to Christ United Church serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-674 Approve amendment to professional services agreement for Mobile Civic Center Improvements with GMC (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

01-675 Authorize agreement with the Alabama Law Enforcement Agency and the Gulf Coast High Intensity Drug Trafficking Area for FY24 HIDTA Program funding; \$29,107.00 (sponsored by Mayor Stimpson) (submitted by William Jackson, Interim Police Chief).

08-676 Approve purchase order to Coastal Alabama Community College for spring semester EMT classes for Firefighters; \$44,610.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-677 Approve purchase order to Vertiv Corporation for maintenance plans for Public Safety complex for MIT; \$16,992.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-678 Approve purchase order to TLG Peterbilt-Springfield for 2024 Peterbilt water truck for motor pool; \$235,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-679 Approve purchase order to Vertiv Corporation for maintenance plans for Museum Drive for MIT; \$17,678.00. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-680 Transfer funds from Capital fund, Public Facility Improvements to Grant Fund Account for purchase of chiller at Mobile Museum of Art; \$19,561.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM, Dept.).

09-681 Transfer funds from Unassigned Funds General Fund to Capital Improvements Project - Civic Center new construction & demolition in Capital Improvement Fund; \$4,500,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-682 Authorize contract with Taylor Roofing, Concrete & Construction, LLC for MPD Mounted Unit Concrete Installation; \$23,100.00; (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-683 Authorize contract with Coastal Insulation for MPD Mounted Unit Insulation; \$36,525.00; (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-684 Authorize contract with Sawgrass Consulting, LLC. for 2025 Bridge Maintenance; \$117,500.00; (sponsored by Councilmembers Reynolds & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-685 Authorize contract with Sabre Demolition Corporation for demolition of Civic Center, Theater and Expo Hall; \$4,367,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

25-686 Accept two permanent sidewalk easements for the 2023 CIP ADA Sidewalk Projects Districts 1-7 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, REAM Dept.)

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Danny Corte

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-232-7753

Organization (if applicable) Mobile Sports Authority

Mailing Address of Applicant 301 Gov't St, Suite 204, Mobile 36602

Telephone No. 251-725-1794 E-mail address danny@mobilesportsauthority.com

Location or address of event where amplification will be used:

Herndon Sage Park

Date of Event: July 26-28, 2024 Starting Time: 8 AM Ending Time 9 PM

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

Type of Event: Youth Football Tournament

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

21



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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Name of Applicant: FORRESS RAYFORD
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-605-7921 Cell Number: 251-605-7921

Organization (if applicable) INFANT MYSTICS

Mailing Address of Applicant 521 RIDGELAWN DR. W.

Telephone No. 251-605-7921 E-mail address secretary@infantmystics.com

Location or address of event where amplification will be used:

911 DAUPHIN ST., MOBILE, AL. 36604

Date of Event: 03/03/2025 Starting Time: 2:00pm Ending Time 12:00AM

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

Type of Event: MARDI GRAS BALL

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

2024 JUL 16 AM 9:25

01

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

Name of Applicant: Darryl D. Cheese
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 463-8610

Organization (if applicable) Church

Mailing Address of Applicant 3315 Dauphin Island Pkwy Mobile, AL 36605

Telephone No. (251) 463-8610 E-mail address ydcheese13@gmail.com

Location or address of event where amplification will be used:

Corner of Dr. Martin Luther King Jr. ^{Ave} & Belsaw Ave.

Date of Event: 22 thru 26 July Starting Time: 7:00 pm Ending Time 10:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Tent Revival

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

Music containing obscene language or profanity is prohibited

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

2024 JUL 14 AM 10:15

DD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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

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

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

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

Name of Applicant: Son of a Sailor Fest

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-459-8702 Cell Number: 251-604-5936

Organization (if applicable) Downtown Mobile Alliance

Mailing Address of Applicant 261 Dauphin Street, Mobile, AL 36602

Telephone No. 251-459-8702 E-mail address chunter@downtownmobile.org

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: 9/21/2024 Starting Time: 12:00 PM Ending Time 9:00 PM

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

Type of Event: Music Festival

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

Name of Applicant: Jonathan and Lynn Barlow

PLEASE PRINT ALL INFORMATION

Home Phone Number: 615-440-9900 Cell Number: 615-440-9903

Organization (if applicable) _____

Mailing Address of Applicant 225 N Jackson St

Telephone No. 615-440-9900 E-mail address jbarlow46@comcast.net

Location or address of event where amplification will be used:

N Jackson St between St Anthony and State St

Date of Event: 2/8/2025 Starting Time: 2 Ending Time 9

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Sun 7/14/2024 7:14 AM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Betty Mack Shinn**Date To Address Council:** 2024-07-23**Address:** 36 McPhillips Ave, Mobile, AL 36604, USA, , 36**Email:** bettyboo222@comcast.net**Phone:** 2514226611**Subject And Specific Questions:** Requesting the Council rotate Meeting Times at least twice a month to early evening hours.

Pertain To City Business: 10:30 a.m Council Meeting are okay for retired people, for citizens owning their own businesses with the liberty to leave at will. Citizens who are Educators, teach, work traditional 8-5 jobs, are hindered from attending 10:30 a.m. Council Meeting. Many are interested in watching the Council in action. Knowing that twice a month, you can address the council, or just attend a council meeting to become better informed would be more equitable. There are folk with problems driving after dark. I herein suggest the council consider and amendment to the regular meetings held at 10:30 am on Tuesday and at least twice a month hold meetings to help citizens who are unable to attend 10:30 a.m. There are too many controversial issues going on. I ask this Council to reschedule regular meetings to include meetings twice a month to include 5:00 pm. meeting that will allow flexibility for citizens unable to make 10:30 a.m. meeting. I'm aware that the meetings are televised. I'm also aware that an overwhelming amount of citizens in the City of Mobile are low wealth, and work for low wages. This group cannot afford internet and devices to access the online meetings. Thanks in advance for your consideration to this request.

Signature: Betty Mack Shinn**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-07-14 07:14:01This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Fri 7/12/2024 8:46 AM

To:City Clerk <cityclerk@cityofmobile.org>

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

Name: Emily Anderson

Date To Address Council: 2024-07-23

Address: 6020 Bayou Road

Email: anderson345@bellsouth.net

Phone: 2516352754

Subject And Specific Questions: Establishing a pocket museum in downtown Mobile

Pertain To City Business: A pocket museum would enhance and add to the downtown experience

Signature: Emily Anderson

Signature Verify: X

Agree: X

Date Submitted: 2024-07-12 08:46:06

This submission was recieved from your website <https://www.cityofmobile.org/>

addressing city council

Timothy Anderson <anderson345@bellsouth.net>

Fri 7/12/2024 8:16 AM

To:City Clerk <cityclerk@cityofmobile.org>

You don't often get email from anderson345@bellsouth.net. Learn why this is important

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

Hello,

My name is Tim Anderson and my 10 year old daughter Emily would like to address city council on July 23, 2024 in regards to seeking the city council's support in creating a pocket museum in downtown Mobile. Emily has written a proposal that she would like to read to the council explaining how a pocket museum would enhance downtown Mobile in hopes of gaining support and direction in getting this idea into a reality.

Best Regards

Tim

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 7/18/2024 12:29 PM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Sabrina Mass

Date To Address Council: 2024-07-23

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Mental Health and ~~removal of children from their homes~~, distribution of funds for opioid crisis, distribution of money to non profits and oversight committees.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-07-18 12:29:15

This submission was recieved from your website <https://www.cityofmobile.org/>

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>

Thu 7/18/2024 1:36 PM

To: Sabrina Mass <texast750@gmail.com>

 1 attachments (828 KB)

02-037-2021. Council Rules.pdf;

Greetings,

Your request to address the Council at the July 23rd meeting has been received, however, your request to speak about the removal of children from their homes has been denied as it does not comply with the Council Rules of Procedure

Sec. 2-62 Communications with Council at Council Meetings (1)a *Presentations of Petitions and other communications to the Council* "The written communication must relate to city government..."

You will be allowed to address the other topics.

Thank you for your interest in our city government.

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>**Sent:** Thursday, July 18, 2024 12:29 PM**To:** City Clerk <cityclerk@cityofmobile.org>**Subject:** CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass**Date To Address Council:** 2024-07-23**Address:** 1050 Belvedere circle west**Email:** texast750@gmail.com**Phone:** 251 656 4049**Subject And Specific Questions:** Mental Health and removal of children from their homes, distribution of funds for opioid crisis, distribution of money to non profits and oversight committees.**Pertain To City Business:** Taxpayer**Signature:** Sabrina Mass**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-07-18 12:29:15

This submission was recieved from your website <https://www.cityofmobile.org/>

FW: 7/23 Agenda

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, July 18, 2024 10:43 AM
Subject: 7/23 Agenda

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

Madam Asst. City Clerk,

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

- * Forming of Weekly Agendas
- * FY '25 Budget
- * Expense of Claims for Taxpayers
- * Mobile Civic Center (contingent upon demolition item being added)

----> It is important to note that adding anything related to the property, while this matter is before The Circuit Court of Mobile County may result in more legal concerns than what is already relevant (see attachment below). I suggest you send this to the [reported] Mobile City Council as well.

Thank you, for your attention to this matter and the service of the City Clerk's Office.

Kindest Regards,

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



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5009

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Medal Of Honor Park - Site And Lighting Improvements

CAPITAL PROJECT #: C0789 (20002000-48010)

CONTRACT AMOUNT: \$1,472,133.70 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-23

PROJECT DESCRIPTION: The work of this contract consists of vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CONTRACT #5010

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Medal Of Honor Park - Ballfield Improvements

CAPITAL PROJECT #: C0971 (20002000-48010)

CONTRACT AMOUNT: \$77,710.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001A-23

PROJECT DESCRIPTION: Sports field grading and stabilization, and new irrigation.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR

NUMBER: 293714

DEPT #: 3032
ENGINEERING

DEPT NAME: ARCHITECTURAL

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50%
X or
If different, indicate special
rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CONTRACT #5011

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Medal Of Honor Park - Court Improvements

CAPITAL PROJECT #: C0970 (20002000-
48010)

CONTRACT AMOUNT: \$135,000.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001B-23

PROJECT DESCRIPTION: Court lighting and fencing.

VENDOR NAME: Harris Contracting Services,
Inc.

VENDOR
NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Josh Woods, Councilmember

Purpose and Scope of Project:

Vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control. Sports field grading and stabilization, and new irrigation.

Amount of Contract:

\$1,684,843.70

Funding Source

C0789 CIP PK MOH ENTRANCE AMPITH LIGHTS (20002000-48010)

C0971 Medal Of Honor Park - Ballfield Improvements (20002000-48010)

C0970 Medal Of Honor Park - Court Improvements (20002000-48010)

ATTACHMENTS:

1. 3 project version PR-001-23_MOH_package

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Harris Contracting Services, Inc.

Project Name: Medal Of Honor Park - Site And Lighting Improvements
&
Medal Of Honor Park - Ballfield Improvements
&
Medal Of Honor Park - Court Improvements

Project Number: PR-001-23
&
PR-001A-23
&
PR-001B-23

Amount: \$1,684,843.70

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal Of Honor Park - Site And Lighting Improvements

CAPITAL PROJECT #: C0789 (20002000-48010)

CONTRACT AMOUNT: \$1,472,133.70 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-23

PROJECT DESCRIPTION: The work of this contract consists of vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal Of Honor Park - Ballfield Improvements

CAPITAL PROJECT #: C0971 (20002000-48010)

CONTRACT AMOUNT: \$77,710.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001A-23

PROJECT DESCRIPTION: Sports field grading and stabilization, and new irrigation.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal Of Honor Park - Court Improvements

CAPITAL PROJECT #: C0970 (20002000-48010)

CONTRACT AMOUNT: \$135,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001B-23

PROJECT DESCRIPTION: Sports field grading and stabilization, and new irrigation.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** X N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613
City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

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

Medal Of Honor Park - Site And Lighting Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001-23
Medal of Honor Park Site and Lighting improvements includes, but is not limited to, vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

Medal Of Honor Park - Ballfield Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001A-23
Sports field grading and stabilization, and new irrigation.

Medal Of Honor Park - Court Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001B-23
Court lighting and fencing.

The Architect:
(Name, legal status, address and other information)
Kimley-Horn and Associates, Inc.
11 North Water Street, Suite 9290 Mobile,
Alabama 36602

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1883530350)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Two Hundred Forty (240) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Eighty-Four Thousand Eight Hundred Forty-Three and 70/100 (\$ 1,684,843.70), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$1,186,026.20

Contingency Allowance: \$50,000.00

Total Bid: \$1,236,026.20

Alternate 1 Amphitheater Improvements: \$236,107.50

Alternate 2 Softball Field Drainage And Landscape Improvements: \$77,710.00

Alternate 3 Pickleball Court: \$25,000.00

Alternate 4 Tennis Court Fencing Improvements: \$110,000.00

Total Contract Sum: \$1,684,843.70

Project Contracts Shall Be Divided Into Three Accounts:

Site and Lighting Improvements: \$1,472,133.70

Ballfield Improvements: \$77,710.00

Tennis/Pickleball Courts Improvements: \$135,000.00

Total: \$1,684,843.70

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 Amphitheater Improvements	\$236,107.50
Alternate 2 Softball Field Drainage And Landscape Improvements	\$77,710.00
Alternate 3 Pickleball Court	\$25,000.00
Alternate 4 Tennis Court Fencing Improvements	\$110,000.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Fifty Thousand and 00/100 (\$50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
MOBILIZATION	1 LS	\$100.000.00

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User Notes:

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DEMOLITION	1 LS	\$53,821.00
SILT FENCE	1 LF	\$5.50
EROSION CONTROL PRODUCT, (WATTLES)	1 EA	\$100.00
CLEARING AND GRUBBING	1 LS	\$25,000.00
UNCLASSIFIED EXCAVATION	1 CY (TBM)	\$48.00
BORROW EXCAVATION	1 CY (TBM)	\$24.00
6" CRUSHED AGGREGATE BASE COURSE	1 SY	\$16.00
CONCRETE SIDEWALK, 4" THICK		
CONCRETE STAIR	1 SY	\$60.00
TRUNCATED DOMES	1 EA	\$5 000.00
PAVEWAY SYSTEMS CROSSWALKS	1 EA	\$100.00
COMBINATION CURB & GUTTER, TYPE M-1	1 LS	\$44,000.00
	1 LF	\$52.00
6" CONCRETE CURB, TYPE A		
PLANING EXISTING PAVEMENT	1 LF	\$15.00
(APPROXIMATELY 0.00" THRU 2.0" THICK)	1 SY	\$2.50
424-A 165 LB/SY SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER 1/2" MAX. AGG. SIZE MIX, ESAL RANGE B	1 TN	\$175.00
424-B 220 LB/SY SUPERPAVE BITUMINOUS CONCRETE BINDER LAYER 3/8" MAX. AGG. SIZE MIX, ESAL RANGE B	1 TN	\$185.00
MICRO-SURFACING SEAL COAT, TYPE II SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1 SY	\$2.00
SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1 LF	\$0.62
SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE (5"WIDE)	1 LF	\$0.62
PAVEMENT MARKINGS (STOP BAR AND CROSSWALK STRIPING)	1 LF	\$0.62
HANDICAP PAVEMENT MARKINGS SINGLE WING S-INLET	1 SF	\$0.62
18" RCP	1 SF	\$0.62
TOPSOIL	1 EA	\$5,000.00
SOLID SODDING (TIFWAY 419 BERMUDA)	1 LF	\$100.00
	1 CY	\$21.50
SEEDING	1 SY	\$2.15
ROADWAY SIGNAGE		
LANDSCAPE	1 AC	\$5,000.00
IRRIGATION	1 LS	\$5,000.00
TRAFFIC CONTROL	1 LS	\$66 000.00
ELECTRICAL (LIGHTING INSTALLATION)	1 LS	\$44,000.00
	1 LS	\$5,000.00
CONCRETE FLUME WITH TREAD PLATE COVER	1 LS	\$270 000.00
AMPHITHEATER IMPROVEMENTS	1 EA	\$6,000.00
A-1.1 SILT FENCE (AMPITHEATER)		
A-1.2 EROSION CONTROL PRODUCT, (WATTLES)	1 LF	\$5.50
A-1.3 UNCLASSIFIED EXCAVATION	1 EA	\$100.00
A-1.4 BORROW EXCAVATION		
A-1.5 CONCRETE SIDEWALK 4" THICK	1 CY (TBM)	\$52.00

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User Notes:

(1883530350)

A-1.6 TOPSOIL	1 CY (TBM)	\$18.00
A-1.7 SOLID SOD (TIFWAY 419 BERMUDA)	1 SY	\$65.00
A-1.8 ADA ARCHITECTURAL IMPROVEMENTS	1 CY	\$29.00
A-1.9 IRRIGATION	1 SY	\$15.00
A-1.10 ELECTRICAL	1 LS	\$25,000.00
SOFTBALL FIELD DRAINAGE AND LANDSCAPE IMPROVEMENTS	1 LS	\$5,000.00
A-2.1 SILT FENCE	1 LS	\$58 000.00
A-2.2 EROSION CONTROL PRODUCT, (WATTLES)	1 LF	\$6.00
A-2.3 DRAINAGE IMPROVEMENTS	1 EA	\$100.00
A-2.4 CONCRETE SIDEWALK		
A-2.5 CONCRETE STAIR	1 LS	\$36 000.00
A-2.6 TOPSOIL, 4" DEPTH	1 SY	\$65.00
A-2.7 SOLID SOD, (TIFWAY 419 BERMUDA)	1 EA	\$5,000.00
A-2.8 LANDSCAPE	1 CY	\$28.00
A-2.9 DEMOLITION	1 SY	\$41.25
A-3 PICKLEBALL COURT	1 LS	\$8 000.00
A-4 TENNIS COURT FENCING IMPROVEMENTS	1 LS	\$5,000.00
	1 LS	\$25,000.00
	1 LS	\$110,000.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

Init.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for Medal Of Honor Park - Site And Lighting Improvements, 1711 Hillcrest Road Mobile, Alabama 36609 PR-001-23. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

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(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brian Harris, President
Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613
brian@harriscontractingservices.com
251-377-3132

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

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User Notes:

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit

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- .6 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
 - I. Underground Hazard:
Included or ☒ Not Applicable.
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property damage \$1,000,000 each occurrence; or,
 - C. Bodily Injury and
Property damage \$1,000,000 combined single limit
- .8 Umbrella/Excess Liability: \$5,000,000 combined single limit each
occurrence for bodily injury and/or property
damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris

removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
 - .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
	GENERAL	
G-01	COVER	02/02/2024
G-02	GENERAL NOTES	02/02/2024
G-03	GENERAL NOTES	02/02/2024
G-04	KEY MAP	02/02/2024
G-05	SITE PHASING PLAN	02/02/2024
	CIVIL	
C-01	EXISTING CONDITIONS	02/02/2024
C-02	PARKING LOT DEMOLITION PLAN	02/02/2024
C-03	PARKING LOT SITE PLAN	02/02/2024
C-04	PARKING LOT GRADING & DRAINAGE	02/02/2024
C-05	PARKING LOT STRIPING & SIGNAGE PLAN	02/02/2024
C-06	FOOTBALL FIELD IMPROVEMENTS	02/02/2024
C-07	ADDITIVE ALTERNATE #2 - SOFTBALL FIELD DEMOLITION PLAN	02/02/2024
C-08	ADDITIVE ALTERNATE #2 - SOFTBALL FIELD IMPROVEMENTS	02/02/2024
C-09	ADDITIVE ALTERNATE #1 - AMPHITHEATER IMPROVEMENTS	02/02/2024
C-10	ADDITIVE ALTERNATE #3 - TENNIS COURTS IMPROVEMENTS	02/02/2024
C-11	EROSION CONTROL PLAN PARKING LOT	02/02/2024
C-12	EROSION CONTROL PLAN FOOTBALL FIELD	02/02/2024
C-13	ADDITIVE ALTERNATE #1 - EROSION CONTROL PLAN AMPHITHEATER	02/02/2024
C-14	ADDITIVE ALTERNATE #2 - EROSION CONTROL PLAN BASEBALL FIELD	02/02/2024
C-15 THRU C-17	CIVIL DETAIL SHEETS	02/02/2024
C-18	EROSION CONTROL DETAILS	02/02/2024
	LANDSCAPE & IRRIGATION	
L1-01	ADDITIVE ALTERNATE #1 - LANDSCAPE PLAN AMPHITHEATER	02/02/2024
L1-02	LANDSCAPE PLAN PARKING LOT	02/02/2024
L1-03	LANDSCAPE PLAN FOOTBALL FIELD	02/02/2024
L1-04	ADDITIVE ALTERNATE #2 - LANDSCAPE PLAN BASEBALL FIELD 2	02/02/2024
L2-01	LANDSCAPE DETAILS	02/02/2024
L2-02	LANDSCAPE NOTES	02/02/2024
L3-00	HARDSCAPE DETAILS	02/02/2024
IR1-00	IRRIGATION PLAN OVERALL	02/02/2024
IR1-01	IRRIGATION PLAN PARKING LOT	02/02/2024
IR1-03	ADDITIVE ALTERNATE #1 - IRRIGATION	02/02/2024

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IR2-01	PLAN AMPHITHEATER1 IRRIGATION DETAILS	02/02/2024
AD100.0	ARCHITECT ADDITIVE ALTERNATE #1 - AMPHITHEATER DEMOLITION PLAN	02/02/2024
A100.0	ADDITIVE ALTERNATE #1 - AMPHITHEATER NEW FLOOR PLAN	02/02/2024
A200.0	ADDITIVE ALTERNATE #1 - AMPHITHEATER PARTIAL ELEVATIONS	02/02/2024
E1.0	ELECTRICAL ELECTRICAL SPECIFICATIONS	02/05/2024
E1.1	ELECTRICAL LEGEND AND ABBREVIATIONS	02/05/2024
E2.0	EXISTING OVERALL PLAN	02/05/2024
E2.1	EXISTING SOFTBALL FIELD LAYOUT	02/05/2024
E2.2	EXISTING TENNIS COURT LAYOUT	02/05/2024
E2.3	ADDITIVE ALTERNATE #1 - EXISTING AMPHITHEATER LAYOUT	02/05/2024
E3.0	NEW WORK OVERALL PLAN	02/05/2024
E3.1	NEW WORK SOFTBALL FIELD LAYOUT	02/05/2024
E3.2	NEW WORK TENNIS COURT LAYOUT	02/05/2024
E3.3	ADDITIVE ALTERNATE #1 - NEW WORK AMPHITHEATER LAYOUT	02/05/2024
E4.0	ELECTRICAL DETAILS	02/05/2024
E4.1	ELECTRICAL SCHEDULES	02/05/2024
E4.2	ELECTRICAL RISERS	02/05/2024
E4.3	ADDITIVE ALTERNATE #1 AMPHITHEATER SCHEDULES & DETAILS	02/05/2024

(Paragraph deleted)

.4	Specifications	Title	Date
	Section		
	DIVISION 1	GENERAL REQUIREMENTS	03/25/2024
	Section 01010	Summary of Work	03/25/2024
	Section 01210	Allowances	03/25/2024
	Section 01220	Unit Prices	03/25/2024
	Section 01230	Alternative Bid Items	03/25/2024
	Section 01310	Project Management & Coordination	03/25/2024
	Section 01320	Construction Progress Documentation	03/25/2024
	Section 01330	Submittal Procedures	03/25/2024
	Section 01600	Product Requirements	03/25/2024
	Section 01635	Substitution Procedures	03/25/2024
	Section 01700	Execution Requirements	03/25/2024
	Section 01710	Closure Procedures	03/25/2024
	Section 017823	Operation and Maintenance Data	03/25/2024
	Section 017839	Project Record Documents	03/25/2024
	DIVISION 2	SITEWORK	03/25/2024
	Section 02230	Site Clearing	03/25/2024
	Section 02300	Earthwork	03/25/2024
	Section 02462	Pickleball Court Surfacing	03/25/2024
	Section 02513	Asphaltic Concrete Paving	03/25/2024
	Section 02751	Cement Concrete Pavement	03/25/2024
	Section 02764	Pavement Joint Sealants	03/25/2024
	Section 02821	Chain Link Fences and Gates	03/25/2024
	Section 024100	Site Demolition	03/25/2024
	DIVISION 3	CONCRETE	03/25/2024

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Section 033000	Cast in Place Concrete	03/25/2024
DIVISION 4	MASONRY (NOT USED)	
DIVISION 5	METALS (NOT USED)	
DIVISION 6	WOOD AND PLASTIC (NOT USED)	
DIVISION 7	THERMAL AND MOISTURE PROTECTION (NOT USED)	
DIVISION 8	DOORS AND WINDOWS (NOT USED)	
DIVISION 9	FINISHES (NOT USED)	
DIVISION 10	SPECIALTIES (NOT USED)	
DIVISION 11	EQUIPMENT (NOT USED)	
DIVISION 12	FURNISHINGS (NOT USED)	
DIVISION 13	SPECIAL CONSTRUCTION (NOT USED)	
DIVISION 32	EXTERIOR IMPROVEMENTS	03/25/2024
Section 329100	Playing Field Construction	03/25/2024
Section 329113	Soil Preparation	03/25/2024
Section 329200	Playing Field Sodding	03/25/2024

.5 Addenda, if any:

Number	Date
Addendum 1	April 9, 2024
Addendum 2	April 22, 2024
Addendum 3	April 23, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond

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User Notes:

Section 00700

E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702and G703
with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 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.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Brian Harris, President

(Printed name and title)

ATTEST:

City Clerk

STATE OF
COUNTY OF

ALABAMA
MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Brian Harris as President of Harris Contracting Services Inc** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 11 day of June, 20 24.

NOTARY PUBLIC

My Commission Expires:

4/1/27



Init.

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**EXHIBIT A
SCOPE OF WORK**

Medal of Honor Park - Site and Lighting Improvements

Project #PR-001-23

The work of this contract consists of vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

Medal of Honor Park – Ballfield Improvements

Project #PR-001A-23

Sports field grading and stabilization, and new irrigation.

Medal of Honor Park – Court Improvements

Project #PR-001B-23

Court lighting and fencing.

END OF SCOPE OF WORK

RIDER

To be attached to and form a part of:

Bond No. 100419796

Type of Bond: Performance & Payment Bond

Executed by Harris Contracting Services, Inc., as Principal,
and by Merchants National Bonding, Inc., as Surety, in
favor of City of Mobile and dated _____.

In Consideration of the premium charged for the attached bond, it is hereby agreed to
change:

The Contract Price.

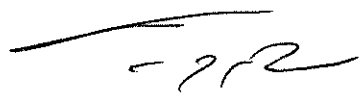
From: \$1,681,636.00.

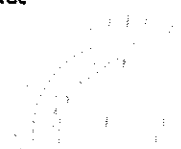
To: \$1,684,843.70.

This rider is effective June 11, 2024.

This rider is executed upon the express condition that the surety's liability under said
bond shall not be cumulative and shall in no event exceed the amount specifically set
forth in said bond or any existing certificate changing the amount of said bond. The
referenced bond shall be subject to all its agreements, limitations and conditions except
as herein expressly modified.

SIGNED, SEALED AND DATED this 11th day of June, 2024.

By: 
Thomas J. Bole, Attorney In Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregg A Tatum; H Grantland Rice III; Sharon E Griffith; Thomas J Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

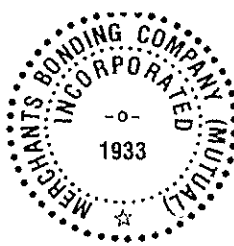
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



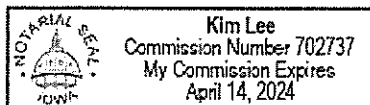
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



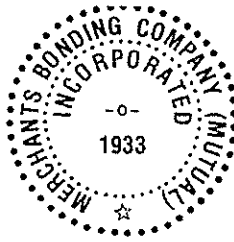
Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of June, 2024.



William Warner Jr.
Secretary

RIDER

To be attached to and form a part of:

Bond No. 100419796

Type of Bond: Performance & Payment Bond

Executed by Harris Contracting Services, Inc., as Principal,
and by Merchants National Bonding, Inc., as Surety, in
favor of City of Mobile and dated _____.

In Consideration of the premium charged for the attached bond, it is hereby agreed to
change:

Bond No. 100419796.

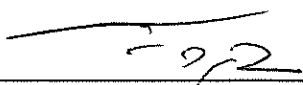
From: Medal of Honor Park - Sight and Lighting Improvements.

To: Medal of Honor Park - Sight and Lighting Improvements and Medal of Honor Park -
Ballfield Improvements PR-001A-23 and Medal of Honor Park - Court Improvements PR-001B-23.

This rider is effective June 26, 2024.

This rider is executed upon the express condition that the surety's liability under said
bond shall not be cumulative and shall in no event exceed the amount specifically set
forth in said bond or any existing certificate changing the amount of said bond. The
referenced bond shall be subject to all its agreements, limitations and conditions except
as herein expressly modified.

SIGNED, SEALED AND DATED this 26th day of June, 2024.

By: 
Thomas J. Bole, Attorney In Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregg A Tatum; H Grantland Rice III; Sharon E Griffith; Thomas J Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

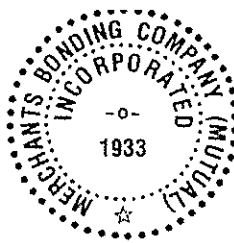
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



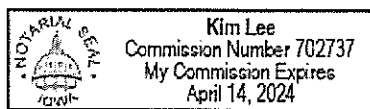
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

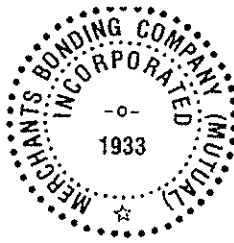


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of June, 2024.



William Warner Jr.
Secretary

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 5413 Lott Rd Eight Mile, AL 36613, hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Six Hundred Eighty-One Thousand Six Hundred Thirty-Six and 00/100 Dollars (\$1,681,636.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Medal Of Honor Park - Site And Lighting Improvements (PR-001-23) 1711 Hillcrest Road Mobile, Alabama 36609 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: David Harris, Owner

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: [Signature]
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive.
Birmingham, AL 35223
Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 5413 Lott Rd Eight Mile, AL 36613, as Principal, and Merchants National Bonding, Inc.

, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum One Million Six Hundred Eighty-One Thousand Six Hundred Thirty-Six and 00/100 Dollars (\$1,681,636.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Medal Of Honor Park - Site And Lighting Improvements (PR-001-23) 1711 Hillcrest Road Mobile, Alabama 36609, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: Brian Harris
(Signature)

Name and Title: Brian Harris/owner

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: Thomas J. Bole
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: Thomas J. Bole
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Company Name: Cobbs Allen

Address: 115 Office Park Drive,
Birmingham, AL 35223

Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bruce S. Denson Jr; Grace Brown; Grantland Rice III; Gregg A Tatum; Sharon E Griffith; Thomas J. Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

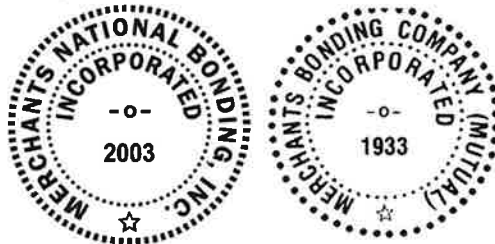
"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

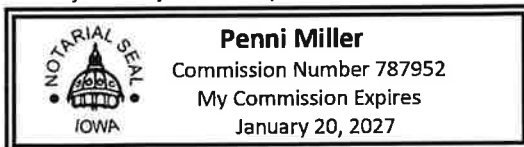


By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

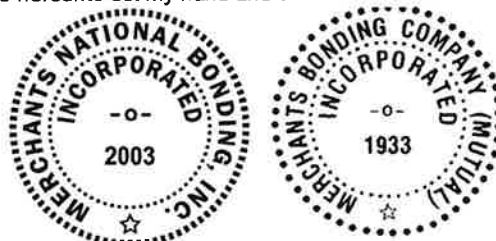


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	5413 Lott Rd Eight Mile ,Al 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	PR-001-23
Project Description	SITE AND LIGHTING IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☒ Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris Date: 04/23/24

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: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132



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: Archonique.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 Harris Contracting Services Inc Your Bid/Proposal Amount \$ 1,684,843.70
04 / 23 / 24 Description SITE AND LIGHTING IMPROVEMENTS

Date:

Name of Bidder/Proposer: Harris Contracting Services Inc

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
HCL		Asphalt	265,421	15.59%	yes	
Jublicscape		Landscaping	300,000	16.9%	No	
Hand to Hand Staffing		Staffing	17,021.00	1%	Yes	
Gulf Coast Asphalt		Striping	66,455.00	3.59%	Yes	
Paveway Systems		Crossways	42,000.00	2.9%	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
x		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
x		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
x		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
x		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
x		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
x		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
x		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

x		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
x		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
x		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR- ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015

Harris Contracting Services, Inc.	
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

[Browse Results](#)

[New Search](#)



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



Company ID Number: 896028

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2024

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

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

PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com FAX (A/C, No): (251) 675-6502														
INSURED Harris Contracting Services, Inc. 5413 Lott Rd. Eight mile, AL 36613	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Crum & Forster Specialty Insurance</td><td></td></tr><tr><td>INSURER B: Progressive Specialty Insurance Company</td><td></td></tr><tr><td>INSURER C: StarStone National Insurance Company</td><td></td></tr><tr><td>INSURER D: The Sheffield Fund / Evanston Insurance Co</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Insurance		INSURER B: Progressive Specialty Insurance Company		INSURER C: StarStone National Insurance Company		INSURER D: The Sheffield Fund / Evanston Insurance Co		INSURER E:		INSURER F:	
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	x	x	974152214	10-09-2023	10-09-2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	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	600-2024-34095-00	01-01-2024	12-31-2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project name: Medal Of Honor Park- Site And Lighting Improvements Project Number: PR-001-23
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall 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 respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Architectural Engineering Department P.O. Box 1827 Mobile, Al. 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 Tracy Granade <TG>
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amendment to agreement with Telepak Networks, Inc dba C Spire for telecommunications (internet) services for MIT to extend for 60 months & increase services at a new rate of \$2,915.00 per month.

Amount of Contract:

\$174,900.00

Funding Source

General fund.

ATTACHMENTS:

1. 2024 CSpire Agenda package

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: Information Technology
Department

Scott Kearney
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Joseph Snowden
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Agreement with Telepak Networks, Inc dba C Spire

PURPOSE & SCOPE OF PROJECT:

Amendment to agreement with Telepak Networks, Inc dba C Spire for telecommunications (internet)
services for MIT to extend for 60 months & increase services at a new rate of \$2,915.00 per month.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$174,900.00

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): n/a

If not bid, state reason: extension of existing agreement

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

How many bidders submitted bids (if applicable): na

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

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, an amendment to an agreement, by and between the City of Mobile and Telepak, Networks, Inc. dba C Spire, for telecommunications services, to extend the agreement for 60 months, increase the services provided, and adjust the rate to approximately \$2,915.00 per month, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

City Clerk

**Renewal Amendment to
Telecommunications Service Agreement**

Telepak Networks, Inc. dba C Spire ("Company") and the City of Mobile ("Customer") hereby agree to the following amendment (the "Renewal Amendment") to extend the Telecommunications Service Agreement between them dated June 7, 2018 (the "TSA"):

The parties agree to extend the term of the TSA for sixty (60) months (the "Extended Term"), effective from the latter execution of this Renewal Amendment by the parties ("Renewal Amendment Effective Date").

The parties further agree to the attached updated Exhibit A - Products and Services, which shall replace the original Exhibit A of the TSA and shall become effective as of the Renewal Amendment Effective Date.

The parties agree to add the following terms and conditions to the TSA:

ANTI-DISCRIMINATION: Company shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide Customer with, written proof demonstrating good faith efforts to procure at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

ANTI-BOYCOTT: By signing this Agreement, Company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

IMMIGRATION COMPLIANCE: By signing this Agreement, Company affirms for the duration of the Agreement, that it will not violate Federal or State 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, Company shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Company employs one or more employees within the State of Alabama, Company shall provide documentation establishing that Company is enrolled in the E-Verify program.

Except as specifically amended by this Renewal Amendment, all terms and conditions of the TSA remain unchanged and applicable during the Extended Term.

IN WITNESS WHEREOF, this Renewal Amendment has been duly executed by the parties as of the date of each party's signature below.

**CITY OF MOBILE, a Municipal
Corporation**

By: _____
Name: William S. Stimpson
As its: Mayor
Date: _____

ATTEST:

City Clerk

**SERVICE PROVIDER: TELEPAK
NETWORKS, INC. DBA C
SPIRE**

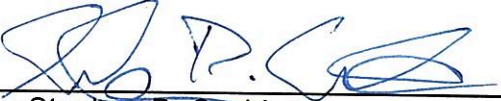
By: 
Name: Stephen D. Cushing
As its: General Manager, C Spire Business
Date: 7/9/24

Exhibit A – Product and Services

Multi-Site Network						
Locations	Network Layer	Bandwidth	Service Type	Billing Frequency	Monthly Cost	Upfront
Downtown Fiber meet up location: 701 ST FRANCIS ST, MOBILE, AL, 36602 (City Limits: Yes)	VPLS (layer 2)	1 Gbps	Change From	Monthly	\$0.00	\$0.00
Downtown Fiber meet up location: 701 ST FRANCIS ST, MOBILE, AL, 36602 (City Limits: Yes)	VPLS (layer 2)	2 Gbps x 2 Gbps	Change To	Monthly	\$458.50	\$0.00
Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL, 36608 (City Limits: Yes)	VPLS (layer 2)	1 Gbps	Change From	Monthly	\$0.00	\$0.00
Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL, 36608 (City Limits: Yes)	VPLS (layer 2)	2 Gbps x 2 Gbps	Change To	Monthly	\$458.50	\$0.00
Totals:					\$917.00	\$0.00

Downtown Fiber meet up location: 701 ST FRANCIS ST MOBILE,AL (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Static IP	STATIC - IP ADDRESS	Change From	0	Monthly	128	\$0.00	\$0.00
Static IP	Public IPs 125 C Spire	Change To	1	Monthly	128	\$128.00	\$0.00
Direct Internet Access	1Gb CoLo Jackson/Mobile Speed: 1 Gbps	Change From	0	Monthly	930	\$0.00	\$0.00
Direct Internet Access	Direct Internet Access 2 Gbps	Change To	1	Monthly	930	\$930.00	\$0.00
Location Totals:						\$1,058.00	\$0.00

Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL 36608 (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Direct Internet Access	Direct Internet Access 1 Gbps Speed: 1 Gbps	Change From	0	Monthly	943	\$0.00	\$0.00
Direct Internet Access	Direct Internet Access 2 Gbps	Change To	1	Monthly	940	\$940.00	\$0.00
Location Totals:						\$940.00	\$0.00

Summary		
Location	Monthly Cost	Total Upfront
4851 MUSEUM DR, MOBILE, AL 36608	\$458.50	\$0.00
701 ST FRANCIS ST MOBILE,AL	\$458.50	\$0.00
Downtown Fiber meet up location: 701 ST FRANCIS ST MOBILE,AL	\$1,058.00	\$0.00
Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL 36608	\$940.00	\$0.00

Monthly Billing Frequency Summary

Location	Total
701 ST FRANCIS ST MOBILE,AL	\$1,058.00
CITY OF MOBILE	\$917.00
4851 MUSEUM DR, MOBILE, AL 36608	\$940.00
Monthly Total:	\$2,915.00

All Locations Totals	Monthly Cost	Total Upfront
	\$2,915.00	\$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if required, can be quoted as an additional engagement.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2024

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

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

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Molly Wood PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: mwood@mcgriff.com FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE	
INSURER A : Atlantic Specialty Insurance Company	
INSURER B : OBI National Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:**STHYB86W **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:			711018476 - 0000	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			711018476 - 0000	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	406049850 - 0000	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

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

RE: Telecommunications Service Agreement for Internet Services;
City of Mobile is included as Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

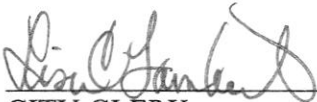
City of Mobile 205 Government St Mobile, AL 36644	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION

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 Telecommunications Service Agreement between the City of Mobile and Telepak Networks, Inc. d/b/a C Spire Business Solutions as outlined in the Telecommunications Service Agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: 07-03-18


CITY CLERK

AGREEMENT/CONTRACT ROUTE APPROVAL:	
(1) Funds in Budget/ Finance Department	CHS 6/19/18
(2) Approved by Legal Department	SG 6/21/18
Date	Date

A18-0200

SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (the "Agreement") is entered into effective on the latest date of execution set forth below (the "Effective Date"), and is by and between Telepak Networks, Inc., a Mississippi corporation marketing its services under the C Spire Business Solutions™ brand ("C Spire"), and the City of Mobile, Alabama ("Customer"). C Spire and Customer are sometimes referred to collectively as the "Parties" and individually as a "Party."

Recitals

WHEREAS, C Spire provides certain telecommunications services to Customer under one or more Telecommunications Services Agreements (each a "TSA");

WHEREAS, C Spire and Customer desire to enter into this Agreement which requires C Spire to provide specified levels of reliability and quality of Services (as hereinafter defined) under the TSA(s) executed between the Parties; and

WHEREAS, this Agreement also provides the terms and conditions of certain service credits that may be given to Customer in the event the reliability or quality of the Services fails to meet the levels specified in this Agreement.

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Definitions.

A. C Spire's Network. Means the telecommunications network constructed, owned, or operated by C Spire.

B. Circuit. A DS-1, DS-3, OC-3, Ethernet connection, or other Services specified in an executed TSA.

C. Emergency Maintenance. Emergency Maintenance is maintenance that is required, as determined by C Spire and at the sole discretion of C Spire, in order to maintain the integrity and operation of C Spire's Network. By the very nature of Emergency Maintenance, notifications can only be sent as early as the determination that Emergency Maintenance is required.

D. Force Majeure Event. Any delay or failure in performance of any Service to the extent that such delay is caused by acts of God, including but not limited to earthquakes, hurricanes, floods, fires, storms, tornadoes, lightning, wars, revolution, civil commotion, acts of public enemy and/or terrorists, embargo, acts of government in its sovereign capacity, labor difficulties, or any other circumstances beyond the reasonable control and not caused by any fault or negligence of the delayed Party.

E. **Interruption.** An Interruption is when a Circuit or Service becomes completely inoperative to the Customer because of a failure of a C Spire component used to furnish the Service to the Customer.

F. **Major Interruption.** An Interruption having a duration in excess of twenty (20) consecutive minutes.

G. **Off-Net Service.** Service where one or both locations to be connected, or any portion of the Circuit located between the locations to be connected, is (are) not served solely by C Spire's Network.

H. **On-Net Service.** When both locations to be connected and all Circuits between the locations are served solely by C Spire's Network.

I. **Planned Interruption.** An Interruption caused by scheduled maintenance or planned enhancements or upgrades to C Spire's Network.

J. **Points of Presence or POP.** A specific location where Customer or C Spire originates or terminates Service.

K. **Service.** Transmission service provided between two or more Points of Presence.

II. Network Availability and Performance Service Metrics and Credits.

A. **Exclusive Remedy.** Customer's sole and exclusive remedy for an Interruption shall be credit allowances by C Spire, which may be used by Customer to reduce amounts due and payable by Customer for Services provided by C Spire. C Spire shall have no liability of any kind to any third party users of the Services or customers of Customer. A credit allowance will be given to the Customer only in accordance with the provisions set forth below.

B. **On-Net Services.** Subject to the "Exclusions" set forth below in Section II.D. and the limitations and definitions set forth in Section I above, C Spire makes the following service commitments and will provide the following service credits for On-Net services only:

1. Network Availability SLA.

- The SLA service parameter for Network Availability for On-Net Services shall be not less than 99.99%. Network Availability is calculated as the percentage of time during a calendar month that the Customer has not suffered an Interruption in Service. The Network Availability SLA includes the C Spire core network and the C Spire local access to the customer's premise.
- $$\text{Network Availability} = \frac{[(24 \text{ hours/day}) \times (\text{number of days in the calendar month}) \times (60 \text{ minutes/hour})] - [(\text{minutes of Interruption}) \div (24 \text{ hours/day}) \times (\text{number of days in the calendar month}) \times (60 \text{ minutes/hour})]}{[(24 \text{ hours/day}) \times (\text{number of days in the calendar month}) \times (60 \text{ minutes/hour})]}$$

- The duration of an Interruption is measured from the time of the opening of a trouble ticket by Customer as indicated in C Spire's trouble reporting system until the time of restoration as indicated by the same system. The duration of an Interruption shall not include any period in which C Spire is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting the cause of the Interruption.
- The Customer is responsible for (1) notifying C Spire within fifteen (15) days following the end of the calendar month during which Network Availability has fallen below the Network Availability SLA and (2) requesting a service credit.
- Upon verification by C Spire that the actual service performance for Network Availability was less than the Network Availability SLA during the calendar month in question, C Spire will provide a service credit of ten percent (10%) of the Monthly Recurring Charge (MRC) for such month for the affected Circuit(s) ("Network Availability SLA Credit"). The service credit may be pro-rated between two billing cycles in the event the Customer's billing cycle does not coincide with the calendar month.
- Notwithstanding the above, Customer shall not suffer more than two Major Interruptions of an On-Net Circuit during a twelve month period, provided that C Spire will provide a service credit in the amount of twenty-five percent (25%) of the MRC for the affected Circuit(s) for the month in which the third Major Interruption occurs ("Major Interruption Credit"). Following receipt of a Major Interruption Credit, the number of Major Interruptions for the affected Circuit(s) shall be deemed zero (0) and the twelve month clock for measuring their frequency for purposes of this paragraph shall re-start.
- The duration of a Major Interruption is measured from the time of the opening of a trouble ticket by Customer as indicated in C Spire's trouble reporting system until the time of restoration as indicated by the same system. The duration of a Major Interruption shall not include any period in which C Spire is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting the cause of the Major Interruption.
- A Customer may not receive a Major Interruption Credit and a Network Availability SLA Credit for the same Circuit(s) or Services in the same month.

2. Network Performance Parameters.

- The Network Performance Parameters (NPP) for C Spire's On-Net Service performance shall be a Latency of < 25ms, Jitter of < 0.5ms and Packet Loss < 0.1% for each port.

- Latency, Jitter and Packet Loss are measured by averaging sample measurements taken during a calendar month between the Network Termination Equipment (NTE) between which the Customer ports are attached (i.e., end to end) when the Service is available for use by the Customer. The NPPs are based on the C Spire network-wide average of the Customer's traffic traversing between the NTE and the C Spire network.
- These NPPs apply only to the C Spire core network and C Spire local access network.
- The Customer is responsible for (1) notifying C Spire within fifteen (15) days following the end of the calendar month during which the actual service metrics within any calendar month fail to meet the NPPs, and (2) requesting a service credit.
- Upon verification by C Spire that the actual service metrics within any calendar month fail to meet the NPPs, C Spire shall have one (1) month to correct the problem.
- If after one month, one or more service metric still fails to meet the applicable NPP, then C Spire shall provide the Customer with a credit equal to ten percent (10%) of the MRC for all affected Circuits ("NPP Credit"). Only one NPP credit, per Circuit, shall be applied per calendar month.
- Customer shall not be entitled to receive an NPP Credit for the same Circuit(s) or Services in the same month as Customer receives a Network Availability Credit or Major Interruption Credit.
- Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the Latency NPP is met.

3. Limitation on Credits. In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and NPP Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service.

C. Off-Net Services. C Spire will not provide credits for any Interruption of Off-Net Services. C Spire will pass through to Customer any Interruption credits it receives from third party suppliers of Off-Net Services.

D. Exclusions. No credit will be given for any Interruption, Major Interruption or failure to meet any applicable Network Availability SLA due to any of the following:

1. Acts or omissions of Customer, its affiliates, or the employees or contractors of either of them;
2. Failure of Services not provided by C Spire;

3. For any failures of structures, facilities or equipment on Customer's side of demarcation;
4. During any period in which C Spire is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting the Interruption, Major Interruption or performance issue;
5. If Customer continues to voluntarily make use of such Service or Circuit(s), in which case an Interruption or Major Interruption will be deemed not to have occurred;
6. That occurs or continues due to Customer's failure to authorize replacement of any element or special construction;
7. That occurs because of a cable cut and/or dig up, power surge or power failure, regardless of fault for such occurrence;
8. For Planned Interruptions;
9. For Emergency Maintenance; and/or
10. Due to a Force Majeure Event.

III. Maintenance.

Planned Interruptions. Planned Interruptions will only be performed during the hours of 12:00 a.m. to 5:00 a.m. central standard time unless otherwise agreed by the Parties. C Spire will notify Customer no less than ten (10) Days prior to any Planned Interruption.

IV. Network Monitoring and Trouble Reporting.

A. System Monitoring and Trouble Reporting. C Spire will monitor the Services provided to Customer 24 hours a day, 7 days a week, 365 days a year. C Spire will establish a process for Customer to accept responsibility relating to repair or maintenance associated with the Services provided by C Spire to Customer. C Spire will maintain a 24 hours a day, 7 days a week point-of-contact for Customer to report Service troubles. The telephone number for C Spire's Customer Point of Contact (855-277-4732) AKA 855 CSPIRE2. Customer will maintain a 24 hours a day, 7 days a week point-of-contact for C Spire to report Service troubles. The telephone number for Customer is _Sue Fami_ and the email address is _sue@cityofmobile.org.

B. Response to Service Calls. C Spire will respond to Service calls initiated by Customer. C Spire will pass through to Customer any service charges incurred to respond to Service calls where no trouble is found.

V. Miscellaneous.

A. Notices. Notices to be given in connection with this Agreement shall be in writing and delivered personally, by email (with confirmed receipt), by facsimile (with confirmed receipt),

by professional courier, or by certified, registered, or express U.S. Mail, postage prepaid, return receipt requested to the respective addresses set forth herein (or at such other addresses as shall be given in writing by either Party to the other). All notices are effective upon receipt.

If to C Spire: Telepak Networks, Inc.
 Attn: Chief Technology Officer
 1018 Highland Colony Parkway, Suite 420
 Ridgeland, MS 39157
 Facsimile: 601-487-7135
 Email: sbye@cspire.com

With cc to: Charles L. McBride, Jr.
 SVP - Legal & General Counsel
 Telapex, Inc. dba C Spire
 1018 Highland Colony Parkway
 Suite 700
 Ridgeland, MS 39157
 Facsimile: 601-353-0950
 Email: cmcbride@telapexinc.com

If to Customer:

B. Confidentiality. This Agreement and its terms are confidential information of the Parties and neither Party shall disclose it to any third parties without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose, without consent, this Agreement to its attorneys, accountants, employees, directors, shareholders, lenders, and to the extent required by a valid subpoena or order of a court or other governmental body or any political subdivision thereof. In the event a Party is required to disclose this Agreement pursuant to a valid order or subpoena of a court or other governmental body or any political subdivision thereof, such party shall first give notice to the other Party and afford the other Party a reasonable opportunity to interpose an objection or to otherwise obtain a protective order regarding the confidential information. In any event, except to the extent disclosure is legally required, the confidential information so disclosed shall remain confidential information subject to protection under this Section for all other purposes. This provision shall survive termination of this Agreement. The Parties acknowledge and agree that this subsection (b) shall be subject to the Alabama Open Records Act.

C. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations.

D. Survival of Obligations. The respective obligations of the Parties under this Agreement that by their nature would continue beyond the termination, cancellation, or expiration,

shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify and maintain confidentiality.

E. Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

F. Severability. In the event any terms and conditions of this Agreement shall be deemed invalid by any arbitrator or court of competent jurisdiction, such terms shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

G. No Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

H. Governing Law: Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Alabama, without regard to its conflict of laws principles. The parties agree that the exclusive venue for any and all disputes, claims or actions in relating hereto or arising hereunder shall be the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division.

I. Entire Agreement. This Agreement along with the TSA(s) for Services embodies the entire Agreement between the Parties hereto. Any amendments hereto must be made in writing and signed by both Parties.

J. Counterparts. This Agreement may be executed in counterparts each of which together shall constitute one original instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Agreement effective as of the Effective Date.

"C SPIRE®"

"CUSTOMER"

TELEPAK NETWORKS, INC.

By: 

Name: Allen McIntosh

Title: VP Enterprise Operations

Date: 6/7/2018

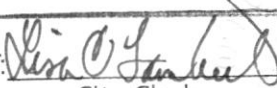
By: 

Name: William S. Stimpson

Title: Mayor

Date: 7/1/18

7

ATTEST: 
City Clerk

TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof. The parties acknowledge and agree that this Agreement shall be subject to the VoIP Services Level Agreement attached hereto. Furthermore, the parties acknowledge and agree that this Agreement and the VoIP Services Level Agreement are subject to Company's response to the City of Mobile's Request for Proposals (RFP Number: 2018-001), dated January 23, 2018, and the attached Scope of Work and attachments thereto, to wit: "Attachment A - Installation Services" and "Attachment B - Revised City of Mobile Pricing Matrix".

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, the City of Mobile will have the option to automatically renew for 36 months (each a "Renewal Term"), unless canceled by either party giving at least (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. Following this initial renewal, they'll have one more option to again renew for another 36 months. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not

acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by both parties. Initial: _____

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet, and may be viewed on the Network Management Policy located on cspire.com. In conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and material s provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains

for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality which are beyond Company's control. With respect to copper-based internet services, copper-based internet relies on copper availability from a third party. If copper availability from a third party should cease, C Spire reserves the right to terminate Customer's internet service by providing Customer sixty (60) days written notice of termination. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

To the fullest extent allowed by law, Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. Neither party shall assign this Agreement or its rights hereunder without the written consent of the other party to such assignment. Any such transfer without such consent is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for public purposes as specified herein, and that it will not be used primarily

for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles. The parties agree that the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division, shall be the exclusive venue for any and all disputes, claims, or actions relating to or in any manner arising from this Agreement.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Company and Customer with respect to the Services by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

I. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. **YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR**

CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of such systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of \$50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions;

(ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understands that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at www.cspire.com.

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF SOFTWARE AND SECURE OFFICE SERVICES.

CUSTOMER ACKNOWLEDGEMENT. Customer acknowledges through execution of this agreement that they have read,

understand, and agree to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to <http://www.cspire.com/cms/business/office365/>

Account Name: CITY OF
MOBILE

Initial See attached Service Level Agreement



Telecommunications Service Agreement

BILLING INFORMATION		
Customer Name		Sales Representative
CITY OF MOBILE		Robert Gibson
Billing Address		Tax ID
651 CHURCH ST		636001318
City, State	Zip Code	Billing Contact Phone
MOBILE, AL	366021603	(251) 208-7337
Billing Contact Name		Billing Contact E-mail
Ashley Todd		ashley.todd@cityofmobile.org
Technical Contact		Technical Contact Phone
Sue Farni		+1 251-208-7830
Technical Contact Email		
sue@cityofmobile.org		

I understand and agree that all Service(s) provided on Exhibit A are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the link below.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	PHONE (1)	NAME (2)	PHONE (2)
NAME (3)	PHONE (3)	NAME (4)	PHONE (4)

Service Term	Term Acknowledgement (Initial)
60	

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Client Authorized Signature	Date
	
Client Name	Client Title
	

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Site Review. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

Initial: _____

Company is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from Company in said states are subject to the applicable state tariff as published online at www.cspire.com/tariff. In states outside of Mississippi, Alabama, Tennessee, and Louisiana, Company may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to you.

Initial: _____

Exhibit A – Product and Services

4851 Museum Drive, Mobile, AL 36608						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Direct Internet Access - Custom	1 Gbps x 1 Gbps	Add	1	\$930.00	\$930.00	\$0.00
Location Totals:					\$930.00	\$0.00

701 ST FRANCIS ST, MOBILE, AL						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Custom Voice Service	1 Individual Static IP Address	Add	128	\$1.00	\$128.00	\$0.00
Direct Internet Access - Custom	1 Gbps x 1 Gbps	Add	1	\$930.00	\$930.00	\$0.00
Location Totals:					\$1,058.00	\$0.00

Summary				Monthly	Total Upfront
Location					
4851 Museum Drive, Mobile, AL 36608				\$930.00	\$0.00
701 ST FRANCIS ST, MOBILE, AL				\$1,058.00	\$0.00

All Locations Totals		Total Monthly	Total Upfront
		\$1,988.00	\$0.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Robert Lasky, Executive Director of Public Safety

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize agreement between the City of Mobile and AltaPointe Health Systems, Inc. for work performed by the Mobile Police Department for crisis response under the Mobile Early Diversion Program and funded by the Substance Abuse and Mental Health Services Administration awarded to AltaPointe Health.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - COM and AltaPointe MOU for Early Diversion Program
2. City of Mobile-AltaPointe MOU Early Diversion Grant

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Memorandum of Agreement by and between the City of Mobile and AltaPointe Health Systems, Inc. for work performed by the Mobile Police Department for crisis response under the Mobile Early Diversion Program and funded by the Substance Abuse and Mental Health Services Administration as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Adopted:

City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
ALTAPOINTE HEALTH SYSTEMS, INC AND THE
CITY OF MOBILE

The objective of this agreement is to provide additional resources to officers of Mobile Police Department responding to mental health crisis calls or calls with a mental health nexus, as well as those individuals struggling with homelessness. Officers will have access to clinicians 24-hours-a-day, seven days a week through the use of iPad technology carried in officers patrol vehicles where the remote clinician can use de-escalation techniques to mitigate the crisis, conduct an evaluation, and link mentally ill persons to the AltaPointe Health Systems, Inc. (AltaPointe Health) Behavioral Health Crisis Center (BHCC) for treatment instead of being charged and booked into Mobile Metro Jail on nuisance or crimes of survival (low-level offenses). Clinicians will also be able to make treatment recommendations and conduct face to face follow up. The Homeless Outreach Team (HOT) consists of a Crisis Intervention Team (CIT) trained officer and a clinician who will follow the Harris County model of traveling to homeless encampments or other areas such as the downtown business district where there are homeless individuals, to provide them with access to identification cards through fingerprint analysis which will help them access services and benefits previously inaccessible to them. Additionally, the team is able to assist individuals with access to the coordinated entry assessment for Housing First, transport to shelters, assistance during inclement weather events such as hurricanes and hard freezes, and linkage to other resources such as healthcare, mental health, substance use disorder treatment, etc.

To achieve the objective, the City of Mobile will collaborate with AltaPointe Health for mental health training during annual in-service, offering Crisis Intervention Team (CIT) training to officers designated by the department, regarding Signal 31 (mentally unstable subjects) calls for service. The goal is for officers to have an alternative to arrest or leaving the scene without warm hand-off to mental health services. Officers will utilize de-escalation techniques taught in training, iPad technology for immediate evaluation by a clinician while on a call in the field and get them to the BHCC for immediate treatment if recommended by the clinician. Depending on the severity of the crisis the clinician can also provide follow up and linkage to outpatient treatment appointments. AltaPointe will provide clinicians to respond remotely 24/7, clinician on AltaPointe's Crisis Response Team to operate in person from 8:00am to 10:00pm 7 days a week, a clinician to pair with a CIT trained officer for the HOT Team, and a veteran peer to assist with both HOT Team activities, crisis response, and training.

In order to facilitate utilization of iPad telehealth equipment and use of the BHCC, the following will be necessary for the parties to achieve the objective:

WHEREAS City of Mobile officers will be trained on how to respond and assist with mentally ill suspects by identifying what mental illness, substance use disorders, developmental disabilities, and neurocognitive disorders are, how to de-escalate these types of calls and how to distinguish whether the individual is better served in treatment rather than incarceration, or if they need to be evaluated and offered treatment at the BHCC. Officers will be trained on how to use the iPad technology connecting an individual to a clinician immediately, while the officer is on scene. The clinician will then provide the officer with a recommendation and follow up with the

individual to ensure they receive appropriate treatment and access to services in real time. For the purposes of this grant funded program, a brief survey must be completed at the end of each session, which officers will be instructed on completing.

WHEREAS City of Mobile will be able to facilitate getting potentially mentally ill individuals to the BHCC provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. HIPAA compliance has been met by clinicians and officers as it is in the best interests of the mentally ill individual to get them the necessary evaluation or treatment at the appropriate place via iPad technology, clinical co-response, or homeless outreach.
2. Transport to the BHCC will only be utilized in situations where there is no victim, and the subject is not an immediate danger to himself or others, such as that voluntary treatment would pose a risk.
3. All officers will have the availability to use the BHCC for mentally ill subjects after communication with AltaPointe Health clinicians, either through the use of iPad technology or via the AltaPointe Health Access to Care Department using the designated law enforcement line.
4. Once the individual has arrived at the BHCC, the officer clears his or her call and the Crisis Center has the responsibility of providing appropriate treatment based on clinical assessment.
5. This memorandum of understanding will remain in effect until the end of the project period of the Mobile Early Diversion Program (September 30, 2028) and is subject to the availability of funds from the Substance Abuse and Mental Health Services Administration.

Dated this ____ day of _____, 2024.

ALTAPOINTE HEALTH SYSTEMS, INC:

By: J. Tuerk Schlesinger

Title: CEO

Signature

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary in and for the State and County, hereby certify that J. Tuerk Schlesinger, as CEO of Altapointe Health Systems, Inc., whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this date that being informed of the contents hereof, he/she executed the same on behalf of said agency on the date the same bears date.

Given under my hand and seal on this the ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF MOBILE:

By: _____

Title: _____

Signature

ATTEST:

City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
APPROVING THE APOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT
DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT**

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the “Council”) of the City of Mobile (the “City”) under the laws of the State of Alabama (the “Improvement District”), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the “Act”); and

WHEREAS, the current Board of Directors of the Improvement District (the “Board”) are Michael Anderson, Donald Foster, and Travis Black; and

WHEREAS, Travis Black and Michael Anderson have tendered their resignations from the Board to the Council (Exhibits A and B, respectively); and

WHEREAS, the Council desires to accept the resignations of Travis Black and Michael Anderson from the Board, and in response now appoint Jay Kanik and Jesse Galloway to the Board, in substitution of Travis Black and Michael Anderson, respectively.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

- (1) That the Council hereby accepts the resignations of Travis Black and Michael Anderson, and they are hereby removed from the Board and relieved of all authority, rights and obligations in connection with their role on the Board.
- (2) That Jay Kanik is hereby appointed to the Board in substitution of Travis Black and Jesse Galloway is hereby appointed to the Board in substitution of Michael Anderson.

Chairman of the Mobile City Council

SEAL

Attest: _____
Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve amendment of purchase order to JHCC Holdings LLC for additional wreck damage repairs to 2021 Chevrolet Tahoe PPV SUV.

Amount of Contract:

New total \$24,261.72

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240711 JHCC Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
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: Approve Amendment of Purchase Order to JHCC Holdings LLC

PURPOSE & SCOPE OF PROJECT:

To approve amendment of purchase order to JHCC Holdings LLC for additional wreck damage
repairs to 2021 Chevrolet Tahoe PPV SUV.
Motor pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: New total: \$24,261.72

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

Previous estimate and PO was for \$16,313.60. Increase amount by \$7,948.12 to new total of
\$24,261.72

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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, an amendment to a purchase order to the indicated vendor in the approximate amount stated as indicated below and attached herein:

Purchase Order	Fiscal Year	Department	Description	Amount	Vendor
<u>24009052</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	AMEND PURCHASE ORDER TO COMPLETE ADDITIONAL WRECK REPAIRS TO 2021 CHEVROLET TAHOE PPV SUV FOR AN ADDITIONAL \$7,948.12 (PRICE BELOW BID REQUIREMENT)	\$24,261.72	<u>(299101) JHCC HOLDINGS LLC</u>

Adopted:

City Clerk

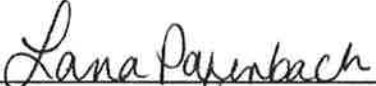
RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>9835</u>	2024	(2050) FLEET MAINTENANCE-GARAGE	WRECK REPAIR FOR 2021 CHEVY TAHOE PPV SUV (PRICE BELOW BID REQUIREMENT; VENDOR SELECTED FROM BODY WORK ROTATION POOL)	\$16,313.60	<u>(299101) JHCC HOLDINGS LLC</u>

Adopted: JUN 18 2024.


City Clerk



**Joe Hudson's Collision
Center-Cottage Hill**

cottagehill@jhcc.com
7989 Cottage Hill Road, Mobile, AL 36695
Phone: (251) 236-4090

Workfile ID: 18863225
PartsShare: 7XYrC7
Federal ID: 471750182
State ID: na
Federal EPA: na
State EPA: na

Preliminary Supplement 1 with Summary

24009052

Customer: CITY OF MOBILE

Written By: Jackson Phillips

Insured: CITY OF MOBILE
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 20

Owner:
CITY OF MOBILE
(251) 375-6092 Cell

Inspection Location:
Joe Hudson's Collision Center-Cottage Hill
7989 Cottage Hill Road
Mobile, AL 36695
Repair Facility
(251) 236-4090 Business

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNSCLED6MR461290	Interior Color: BLACK	Mileage In: 43,089	Vehicle Out:
License: 71084MU	Exterior Color: WHITE	Mileage Out:	
State: AL	Production Date: 8/2021	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device

Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				3.4	
3	<>	Repl Bumper cover	87813939	1	675.70	Incl.	2.6
		Note: Time includes R&I grille assembly. Time includes R&R/R&I upper baffle, side marker lamps, lower cover, outer reinforcements, skid plate, lower brace, air inlet grille and harness. This part is eligible for a Core Charge. Part Price does not include the Core Charge.					
4		Add for Clear Coat					1.0
5	Repl	RT Guide	85594226	1	14.85	0.1	
6	Repl	Lower cover	87813942	1	792.25	Incl.	1.8
		Note: Time is after bumper cover is removed. Time is included with overhaul. This part is eligible for a Core Charge. Part Price does not include the Core Charge.					
7		Add for Clear Coat					0.4
8	Repl	Grille assy	85525322	1	1,191.83	0.4	
9	**	Repl A/M Setina PB450L Lighted Push Bumper +20%	BK2019TAH21	1	1,780.40	2.0	
		Note: lead time 10-14 weeks 10 in stock @ dana safety supply					
10	**	Repl A/M SoundOff ETSS100J +20%	ETSS100J	1	270.74	0.2	
		Note: lead time 2-4 weeks @ dana safety supply					
11		FRONT LAMPS					
12	R&I	LT Headlamp assy				0.5	
13	Repl	RT Headlamp assy	85123918	1	1,049.95	0.5	
14		Aim headlamps				0.5	
15		RADIATOR SUPPORT					
16	S01 Repl	Radiator support (HSS)	85544205	1	964.20	11.8	4.7
17	S01	Evacuate & recharge			m	1.4	M
18	S01	Refrigerant recovery			m	0.4	M
19	S01	Add for shutter			m	0.6	M
20		HOOD					
21	Repl	Hood	85112715	1	1,151.27	1.5	3.2
22		Overlap Major Non-Adj. Panel					-0.2
23		Add for Clear Coat					0.6
24		Add for Underside(Complete)					1.6
25		Add for Clear Coat					0.3
26	Repl	Lock	84805444	1	82.40	0.3	
27		FENDER					
28	Repl	RT Fender	84384211	1	798.63	2.4	2.2
29		Overlap Major Adj. Panel					-0.4
30		Add for Clear Coat					0.4
31		Add for Edging					0.5
32		Add for Clear Coat					0.1
33	#	R&I RT Fender Flush Mount Light				0.2	
34	R&I	RT Fender liner w/Z71, Police, SSV				Incl.	
35	*	Rpr LT Fender				3.0	2.0

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

36			Overlap Major Adj. Panel						-0.4
37	*		Add for Clear Coat						0.3
38		R&I	LT Fender liner w/271, Police, SSV				0.3		
39	#	R&I	LT Fender Flush Mount Light				0.2		
40	FRAME								
41		S01	Repl RT Front section	84765613	1	2,002.73 s	6.0		
42		S01	Repl LT Front section	84765611	1	2,002.73 s	6.0		
43		S01	Repl RT Diagonal brace	84765609	1	73.48 s	Incl.		
44		S01	Repl LT Diagonal brace	84765609	1	73.48 s	Incl.		
45	#	S01	Rpr Set up and measure				2.0		
46	#	S01	Rpr Pull sag and sway				3.0 F		
47	PILLARS, ROCKER & FLOOR								
48			Repl RT Step bar assy black	84809513	1	1,076.53	0.7		
49	FRONT DOOR								
50	*		Rpr RT Door shell w/o body side moldings				1.5	2.1	
51			Overlap Major Non-Adj. Panel						-0.2
52	*		Add for Clear Coat						0.4
53	*		Rpr RT Outer panel				8.0		
54			Repl RT Belt molding chrome	84844388	1	59.65	0.3		
			Note: PARTS: Part cannot be reused/reinstalled. Time is after mirror is removed.						
55		R&I	RT Upper molding black				0.2		
56		R&I	RT R&I mirror				0.4		
57		R&I	RT Handle, outside w/o chrome				0.4		
58		R&I	RT R&I trim panel				0.4		
59	REAR DOOR								
60			Repl RT Door shell w/o body side moldings	86791900	1	1,122.87	4.6	3.1	
61			Overlap Major Adj. Panel						-0.4
62	*		Add for Clear Coat						0.5
63			Repl RT Belt molding chrome	85138606	1	21.03	Incl.		
			Note: PARTS: Part cannot be reused/reinstalled.						
64		R&I	RT Upper molding black				0.2		
65		R&I	RT R&I trim panel				Incl.		
66		R&I	RT Window molding				0.2		
67	QUARTER PANEL								
68	*		Rpr RT Quarter panel				6.0	2.6	
			Note: bottom of quarter panel pushed inwards						
69			Overlap Major Adj. Panel						-0.4
70	*		Add for Clear Coat						0.4
71		R&I	RT Wheelhouse liner				0.3		
72		R&I	RT Qtr glass GM, w/glass breakage sensor w/privacy tint				2.0		
73	#	Subl	Glass urethane sealer kit		1	25.00			
74		R&I	RT Front molding chrome				0.2		

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

75	#	Rpr	Mask rear door opening			0.3
76	REAR LAMPS					
77		R&I	RT Tail lamp			0.4
78	REAR BUMPER					
79	*	R&I	R&I bumper cover (Partial)			0.6
80	VEHICLE DIAGNOSTICS					
81	*	Rpr	Pre-repair scan		m	0.5
82	*	Rpr	Post-repair scan		m	0.5
83	#	Repl	Cavity wax	1	15.00	0.3
84	#		Cover car	1	10.00	0.2
85	#	Repl	Corrosion Protection	1	15.00	0.2
86	#	Rpr	Featheredge, prime and block			1.0
87	#	Subl	Hazardous waste fee	1	5.00	
SUBTOTALS				15,274.72	76.1	28.8

NOTES

Prior Damage Notes:

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				15,274.72
Body Labor	70.7 hrs	@	\$ 70.00 /hr	4,949.00
Paint Labor	28.8 hrs	@	\$ 70.00 /hr	2,016.00
Mechanical Labor	2.4 hrs	@	\$ 95.00 /hr	228.00
Frame Labor	3.0 hrs	@	\$ 70.00 /hr	210.00
Paint Supplies	28.8 hrs	@	\$ 55.00 /hr	1,584.00
Subtotal				24,261.72
Grand Total				24,261.72

MyPriceLink Estimate ID / Quote ID:

1225486050311282688 / 136848052

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
15		RADIATOR SUPPORT					
16	S01 Repl	Radiator support (HSS)	85544205	1	964.20 s	11.8	4.7
17	S01	Evacuate & recharge			m	1.4 M	
18	S01	Refrigerant recovery			m	0.4 M	
19	S01	Add for shutter			m	0.6 M	
40		FRAME					
41	S01 Repl	RT Front section	84765613	1	2,002.73 s	6.0	
42	S01 Repl	LT Front section	84765611	1	2,002.73 s	6.0	
43	S01 Repl	RT Diagonal brace	84765609	1	73.48 s	Incl.	
44	S01 Repl	LT Diagonal brace	84765609	1	73.48 s	Incl.	
45 #	S01 Rpr	Set up and measure				2.0	
46 #	S01 Rpr	Pull sag and sway				3.0 F	
SUBTOTALS					5,116.62	31.2	4.7

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			5,116.62
Body Labor	25.8 hrs @	\$ 70.00 /hr	1,806.00
Paint Labor	4.7 hrs @	\$ 70.00 /hr	329.00
Mechanical Labor	2.4 hrs @	\$ 95.00 /hr	228.00
Frame Labor	3.0 hrs @	\$ 70.00 /hr	210.00
Paint Supplies	4.7 hrs @	\$ 55.00 /hr	258.50
Subtotal			7,948.12
Total Supplement Amount			7,948.12
NET COST OF SUPPLEMENT			7,948.12

MyPriceLink Estimate ID / Quote ID:

1225486050311282688 / 136848052

Charles Samuel
6/14/2024

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	16,313.60	Jackson Phillips
Supplement S01	7,948.12	Jackson Phillips
Job Total:	\$ 24,261.72	

Joe Hudson's Collision Center will provide a limited lifetime warranty on workmanship, including refinish work performed for as long as the customer owns the vehicle.

This is an estimate only. This estimate does not account for hidden or unseen damage. Parts prices may vary and are subject to invoice.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for fuel system contamination repair to 2023 Mack side load garbage truck.

Amount of Contract:

\$20,936.98

Funding Source

General fund.

ATTACHMENTS:

1. 20240711 Gulf Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 July 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gulf Coast Truck & Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for fuel system
contamination repair to 2023 Mack side load garbage truck.
Motor pool capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$20,936.98

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement - vendor selected to preserve engine warranty.

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>11461</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	FUEL SYSTEM CONTAMINATION REPAIR TO 2023 MACK SIDELOAD GARBAGE TRUCK (PRICE BELOW BID REQUIREMENT – VENDOR SELECTED TO PRESERVE WARRRRANTY))	\$20,936.98	<u>(77800) GULF COAST TRUCK & EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00011461-00 FY 2024 PO 24010553 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Converted	Page 1
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Vendor GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	077800				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

NGPO#:PO-08914				
001	00634-FUEL SYSTEM REPAIR	1.00	20936.98000	20936.98
		LOT		
Additional Description Notes				

LOW POWER				
REPAIR ORDER NUMBER 132360MB, 7/8/24				
1	7000.40.20.0000.0000.2070.0000.0000.45050.			20936.98
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				

[Requisition Link](#)

Requisition Total 20936.98

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.		

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00011461-00 FY 2024 PO 24010553 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Converted	Page 2
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Vendor
GULF COAST TRUCK & EQUIPMENT CO INC
P O BOX 6267

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36660

MOBILE, AL 36604
sean.clark@cityofmobile.org

Tel#251-476-2744
Fax 251-478-5919

Delivery Reference
CHARLES SUMRALL

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	077800				FLEET MANAGEMENT-GARAGE

Account	Amount	Remaining Budget
MOTOR POOL EXP	20936.98	10118576.74
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
CCancelled	07/08/24	MICHAEL SPAFFORD	GL Allocation, GL Allocation c
Approved	07/09/24	CHARLES SUMRALL	Approve repairs
Approved	07/10/24	SHONNDA SMITH	
Approved	07/10/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/10/24	DONALD ROSE	Auto approved by: 9105spam
Approved	07/10/24	SANDRA LEWIS	Auto approved by: 9105spam
Approved	07/10/24	STEVEN KRONINGER	Auto approved by: 9105spam
Approved	07/10/24	SAMANTHA COOLEY	Auto approved by: 9105spam
Approved	07/10/24	JOHN PAINE	Auto approved by: 9105spam
Approved	07/10/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Imagetrend LLC for annual renewal of Imagetrend Elite Health Information Hub patient management software with bi-directional data exchange.

Amount of Contract:

\$25,132.72

Funding Source

EMS Expense

ATTACHMENTS:

1. 20240711 Imagetrend Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
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 Imagetrend LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Imagetrend LLC for annual renewal of Imagetrend Elite
Health Information Hub patient management software with bi-directional data exchange.
EMS expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,132.72

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; Bid exempt as software; GSA contract..

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>10389</u>	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE HEALTH INFORMATION HUB PATIENT MANAGEMENT SOFTWARE WITH BI-DIRECTIONAL DATA EXCHANGE (BID EXEMPT AS SOFTWARE, GSA SCHEDULE)	\$25,132.72	(<u>295732</u>) <u>IMAGETREND</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010389-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 1

Vendor IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/24	295732				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

ANNUAL FEES ON INVOICE #108576.

RENEWAL OF EXISTING SOFTWARE AND FEE SCHEDULE PER GSA-GS-35F 365DA.
 GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 09, 2024 through June 08,
 2025. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001 RENEWAL: ELITE HIH HEALTH INFORMATION HUB VOLUME TIER ANNUAL FEES ON INVOICE PS-INV108576. Vendor Item	1.00 EACH	14205.45000	14205.45
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1 6120.70.15.0000.0000.1510.0000.0000.44020.	14205.45
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010389-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/24	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	RENEWAL: ELITE HIH BI-DIRECTIONAL OPTION ANNUAL FEES ON INVOICE PS-INV108576. Vendor Item	1.00 EACH	10927.27000	10927.27

1	6120.70.15.0000.0000.1510.0000.0000.44020.	10927.27
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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	25132.72
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	25132.72	442125.18
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/11/24	DONALD ROSE	Approved by: 9105fo1a

=====	=====
Bill To	Requisition 00010389-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
IMAGETREND, LLC
20855 KENSINGTON BLVD.

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

LAKEVILLE, MN 55044

MOBILE, AL 36607

Tel#9524691589

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/12/24	295732				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/11/24 SANDRA LEWIS	Auto	approved by: 910516727	
Approved	07/11/24 STEVEN KRONINGER	Auto	approved by: 910516727	
Approved	07/11/24 SAMANTHA COOLEY	Auto	approved by: 910516727	
Approved	07/11/24 JOHN PAINE	Auto	approved by: 910516727	
Approved	07/11/24 MICHAEL SPAFFORD	Auto	approved by: 910516727	

Authorized By: _____ Date: _____
Signature



IMAGETREND®

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsadvantage.gov>

**MULTIPLE AWARD SCHEDULE
LARGE CATEGORY F – INFORMATION TECHNOLOGY**

**CONTRACT NUMBER:
GS-35F-365DA**

**PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026**

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
<http://www.imagetrend.com/>

Contract Administrator
Sherri Leflay
Email: contracts@imagetrend.com

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<u>SIN 511210:</u>	Software Licenses
<u>SIN 54151:</u>	Software Maintenance Services
<u>SIN 611420:</u>	Information Technology Training
<u>SIN 54151ECOM:</u>	Electronic Commerce and Subscription Services
<u>SIN OLM:</u>	Order Level Materials

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** Please see the .
pricelist below.

1c. **HOURLY RATE (Services Only):** Please see the labor category descriptions below for .
details.

2. **MAXIMUM ORDER*:**

SIN 511210	\$500,000
SIN 54141:	\$500,000
SIN 611420:	\$250,000
SIN 54151ECOM:	\$500,000
SIN OLM:	\$250,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** \$100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. **POINT(S) OF PRODUCTION:**

20855 Kensington Blvd
Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist.

7. **QUANTITY DISCOUNT(S):**

1% for orders equal to or exceeding \$150,000;
2% for orders equal to or exceeding \$250,000

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

- 10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level
- 10d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico
- 12a. **ORDERING ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
13. **PAYMENT ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
14. **WARRANTY PROVISION:** N/A
15. **EXPORT PACKING CHARGES:** N/A
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 22b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to <http://www.imagetrend.com/>
23. **DUNS NUMBER:** 078407906
24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	\$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	\$113,652.39	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	\$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	\$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	\$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	\$9,092.19	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	\$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	\$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	\$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	\$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	\$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	\$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	\$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	\$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	\$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	\$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	\$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	\$6,629.72	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	\$1.89	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	\$947.10



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Nexgen Asset Management for services to rewrite the application programming interface between Nexgen and Rock Solid software products.

Amount of Contract:

\$47,600.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240710 Nexgen Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
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 Nexgen Asset Management

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nexgen Asset Management for services to rewrite the application programming interface between Nexgen and Rock Solid software products.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$47,600.00

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

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>10600</u>	2024	(5000) INFORMATION TECHNOLOGY	SERVICES TO REWRITE THE APPLICATION PROGRAMMING INTERFACE BETWEEN NEXGEN AND ROCK SOLID SOFTWARE PRODUCTS FOR MIT (BID EXEMPT AS SOFTWARE)	\$47,600.00	<u>(297466)</u> <u>NEXGEN ASSET</u> <u>MANAGEMENT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010600-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/24	297466	06/18/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

PER STATE OF ALABAMA SOFTWARE EXCEPTION. STATE OF ALABAMA CODE 41.16.51(A)(a)(8).

001	THIS IS FOR A REWRITE OF THE API INTEGRATION BETWEEN NEXGEN AND ROCK SOLID. ONE TIME FEE- ROCK SOLID INTEGRATION	1.00 EACH	47600.00000	47600.00
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1 1000.10.23.5000.5000.5000.0000.0000.42200. 47600.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total 47600.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42200.		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for computer network switches, power supplies, warranty support, WLAN access points, and transceivers for MIT.

Amount of Contract:

\$88,081.96

Funding Source

General fund.

ATTACHMENTS:

1. 20240710 SHI Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for computer network switches,
power supplies, warranty support, WLAN access points, and transceivers for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$88,081.96

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

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>10505</u>	2024	(5000) INFORMATION TECHNOLOGY	COMPUTER NETWORK SWITCHES, POWER SUPPLIES, WARRANTY SUPPORT, WLAN ACCESS POINTS, AND TRANSCEIVERS FOR MIT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$88,081.96	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER THE SOURCEWELL CONTRACT #12923-SHI.

001 EMAIO PO TO: JACK_ZOFCIN@SHI HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 48x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 1G/10G SFP ports (2x LRM 2x LRM/MACSec 256) Supports PoE Standards IEEE 802.3af, 802.3at 1x RJ Hewlett Packard Enterprise - Part#: R8Q70A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	4.00 EACH	5025.85000	20103.40
1 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			20103.40

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	HP X372 54VDC 680W 100-240VAC PS Hewlett Packard Enterprise - Part#: JL086A#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	5.00 EACH	424.11000	2120.55
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2120.55
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM	1.00 EACH	4163.02000	4163.02

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Cortex A72 1.8 GHz - 48x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 100M/1/10G SFP+ ports Supports PoE Standards IEEE 802. 3af, 802.3at 1x USB-C Console Port 1x RJ- Hewlett Packard Enterprise - Part#: JL727B#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			

1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			4163.02
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

004	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHZ - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet	1.00 EACH	9508.89000	9508.89
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Buffer Memory - (24 1G/10G SFP+ ports, (4) 1/10/25/50G SFP ports - 1Gbps: 1.99Sec, 10Gbps: 1.49Sec, 25Gbps: 2.85Sec 50Gbps: 2.82Sec - 100-240 VAC - 85 W (maximum) Hewlett Packard Enterprise - Part#: JL658A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			

1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			9508.89
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

005	Aruba X371 12VDC 250W 100-240VAC Power Supply United States English Hewlett Packard Enterprise - Part#: JL085A#ABA Contract	1.00 EACH	314.54000	314.54
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SH 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			314.54
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
006	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHZ - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - 24x ports SmartRate 100M/1G/2.5G/5G/10G BaseT Class 6 PoE ports - 1x USB-C Console Port 1x RJ Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used 1 \$8,627.80 \$8,627.80 with CX Mobile App - 1Gbps: 4.24Sec, 10Gbps: 1.	1.00 EACH	8627.80000	8627.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	50Sec, 25Gbps: 2.91Sec, 50Gbps1: 3. 49Sec - JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V Hewlett Packard Enterprise - Part#: R8S89A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			
	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			8627.80

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

007	HP X372 54VDC 680W 100-240VAC PS Hewlett Packard Enterprise - Part#: JL086A#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract	3.00 EACH	701.51000	2104.53
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2104.53
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
008	HPE Aruba Networking 1 Year Foundational Care Next Business Day Exchange 6300M 24SR PoE Service - Foundation Care - Hardware Exchange - 1 Year(s) - Next Business Day Hardware Response - Service level (coverage): 8 x 5 - In Warranty Hewlett Packard Enterprise - Part#: H63B2E Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	3.00 EACH	1049.49000	3148.47

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			3148.47

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

009	Aruba 2930F Switch Series - Dual Core ARM Cortex A9 1016 MHz - 1 GB DDR3 SDRAM - 4 GB eMMC - (12) RJ-45 autosensing 10/100/1000 PoE+ ports (2) SFP+ 1/10GbE ports (2) 1GbE ports PHY-less - 1,000 Mb latency: less 3.8 us 10Gbps latency: less 2.9 us - 90 - 264 VAC, rated - 170 w (maximum) - Limited Lifetime Warranty - U.S. - English localization Hewlett Packard Enterprise - Part#: JL693A#ABA Contract Name: Sourcewell- Technology Products &	3.00 EACH	705.71000	2117.13
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account Solutions Contract #:	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2117.13
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
010	Aruba 510 Series Campus Access Points - 2.4 GHZ5 GHZ - Dual Radio - Wireless - WLAN Access Points - (1) HPE SmartRate RJ-45 port (maximum negotiated speed 2.5Gbps), (1) 10/100/1000BASE-T Ethernet - PoE/PoE+ or direct DC power (via optional power supply) - 19W - Limited lifetime warranty Hewlett Packard Enterprise - Part#: Q9H63A Contract Name: Sourcewell- Technology Products &	10.00 EACH	484.57000	4845.70

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 10
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account Solutions Contract #:	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			4845.70
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
011	HPE Aruba Networking Central AP Foundation 3 year Subscription E-STU - 3 Year(s) Hewlett Packard Enterprise - Part#: Q9Y59AAE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	15.00 EACH	162.07000	2431.05
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2431.05

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	AP-MNT-B AP mount bracket individual B Hewlett Packard Enterprise - Part#: R3J16A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	10.00 EACH	10.98000	109.80
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			109.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

013	Aruba 560 Series Outdoor Access Points - 2.4 GHz/5 GHz - Dual Radio - Outdoor - Wireless - WLAN Access Points - (1) 10/100/1000BASE-T RJ-45 port, auto-sensing link speed and MDI/MDX - IEEE 802.3at PoE, or direct DC power (via optional power supply) - 15.6W - Limited lifetime warranty Hewlett Packard Enterprise - Part#: R4W44A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	5.00 EACH	572.93000	2864.65
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1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2864.65
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 13
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

014	AP-270-MNT-H2 AP-270 Series Access Flush Wall or Ceiling Mount Hewlett Packard Enterprise - Part#: JW055A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	5.00 EACH	23.80000	119.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			119.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

015	Transceiver - 10Gbps - Gigabit	3.00	603.52000	1810.56
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 14
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ethernet - Wired - SFP+ - 300M Hewlett Packard Enterprise - Part#: J9150D Contract Name: Sourcewell- Technology Products & Solutions 3 \$603.52 \$1,810.56 Contract #: 121923-SHI	EACH		
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			1810.56
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
016	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - 24x ports SmartRate 100M/1G/2.5G/5G/10G BaseT Class 6 PoE ports - 1x USB-C Console Port 1x RJ Console Port 1x OOBM port 1x USB Type A Host port	2.00 EACH	8627.80000	17255.60

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 15
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1x Bluetooth dongle to be used with CX Mobile App - 1Gbps: 4. 24Sec, 10Gbps: 1.50Sec, 25Gbps: 2. 91Sec, 50Gbps1: 3.49Sec - JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V Hewlett Packard Enterprise - Part#: R8S89A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			17255.60
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
017	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 48x ports	1.00 EACH	5025.85000	5025.85

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 16
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 1G/10G SFP ports (2x LRM 2x LRM/MACSec 256) Supports PoE Standards IEEE 802.3af, 802.3at 1x RJ Hewlett Packard Enterprise - Part#: R8Q70A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			
	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			5025.85
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
018	Aruba 2930F Switch Series - Dual Core ARM Cortex A9 1016 MHZ - 1 GB DDR3 SDRAM - 4 GB eMMC - (12) RJ-45 autosensing 10/100/1000 PoE+	2.00 EACH	705.71000	1411.42

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 17
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	ports (2) SFP+ 1/10GbE ports (2) 1GbE ports PHY-less - 1,000 Mb latency: less 3.8 us 10Gbps latency: less 2.9 us - 90 - 264 VAC, rated - 170 w (maximum) - Limited Lifetime Warranty - U.S. - English localization Hewlett Packard Enterprise - Part#: JL693A#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			

1 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.	1411.42
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

88081.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 18

Vendor
 SHI INTERNATIONAL CORP
 290 DAVIDSON AVE

Ship To
 MIT
 651 CHURCH STREET

SOMERSET, NJ 08873

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Tel#732-715-3197
 Fax 732-868-6055

Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C0620 .OPERSUPPLS.		88081.96	105670.55

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		88081.96	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	06/14/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/14/24	SCOTT KEARNEY	
Approved	06/14/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/14/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/14/24	SCOTT KEARNEY	
Approved	06/14/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/14/24	BRENDA RHODES	
Approved	06/14/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/14/24	RELYA MALLORY	Auto approved by: 910511034
Approved	06/25/24	DONALD ROSE	Approved by: 9105fo1a
Approved	06/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/25/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/25/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	06/25/24	JOHN PAINE	Auto approved by: 910516727
Approved	06/25/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00010505-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 19
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Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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06/14/24	272641
06/14/24	
	INFORMATION TECHNOLOGY
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LN Description / Account	Signature	Qty	Unit Price	Net Price
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SHI International

Technology catalog solutions

#081419-SHI

Maturity Date: 10/30/2024

Website: shi.com/sourcewell

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 081419-SHI gives access to the following types of goods and services:

- Hardware & software
- Peripherals
- Cloud
- Technology solutions
- Professional services
- Esports & library furniture
- STEM & STEAM Technology
- Data center
- Networking
- Storage
- Security
- Print solutions

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

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[ezIQC 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.

SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List Price
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	\$125
Sr. Project Manager	\$175
Consultant - End User Solutions Group	\$175
Consultant - Security Solutions Group	\$225
Solutions Architect - End User Solutions	\$200
Solutions Architect - Data Center Solutions	\$225
Sr. Solution Architect - Security Solution Group	\$275
Sr. Solution Architect - Data Center Solutions	\$250
Cloud Developer	\$100
Senior Cloud Developer	\$240
Cloud Solutions Architect	\$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

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

September 1, 2023

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, 2024**. 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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) 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 materials or equipment. See Section 39-2-2(l)(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,

A handwritten signature in cursive script, appearing to read 'R. L. Riddle', with a small dot at the end of the last name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for summer semester paramedic classes for 12 firefighters as per MFRD Paramedic Educational Assistance Policy.

Amount of Contract:

\$59,431.00

Funding Source

General fund

ATTACHMENTS:

1. 20240708 USA Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for summer semester
paramedic classes for 12 firefighters as per MFRD Paramedic Educational Assistance Policy.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$59,431.00

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>10570</u>	2024	(1510) FIRE ADMINISTRATION	SUMMER SEMESTER PARAMEDIC CLASSES FOR 12 FIREFIGHTERS AS PER MFRD PARAMEDIC EDUCATIONAL ASSISTANCE POLICY (PROFESSIONAL SERVICE)	\$59,431.00	(<u>281269</u>) <u>UNIVERSITY OF</u> <u>SOUTH</u> <u>ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MFRD PARAMEDIC EDUCATION ASSISTANCE POLICY AND UNIVERSITY OF SOUTH ALABAMA J00200029 INVOICE 202430-15 FOR TRAINING FOR VARIOUS EMPLOYEES FOR EMS TRAINING TRAINING CLASS	1.00 EACH	5073.00000	5073.00
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Additional Description Notes

TRAINING CLASS JASON BARK ID J00465818 ON CONTRACT J00200029; EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES
 Per Invoice 202430-15

REGISTRATION FIRST SEMESTER (P1) TUITION 4693.00
 REG FEES 380.00

Vendor Item
 Inventory Item/Loc 12252

1	1000.30.15.1510.1522.1510.0000.0000.45060.	5073.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released
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Page 2

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002 TRAINING CLASS	1.00 EACH	5073.00000	5073.00
Additional Description Notes ----- TRAINING CLASS TRISTA BLACK ID J00701339 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION FIRST SEMESTER (P1) TUITION 4,693.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5073.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS AMBER DEAN ID J00696708 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released
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Page 4

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS SCOTT DEFRATE ID J00745015 ON CONTRACT J00200029; EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org =====	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released Page 5
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	TRAINING CLASS	1.00 EACH	5215.00000	5215.00
	Additional Description Notes ----- TRAINING CLASS RICHARD ELLIOTT ID J00390368 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

006 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
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Additional Description Notes

 TRAINING CLASS BARRY FLEMING ID J00599520 ON CONTRACT J00200029; EMT
 Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION
 TUITION & FEES
 Per Invoice 202430-15

REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00
 REGISTRATION 380.00
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5215.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes			
TRAINING CLASS KELAN JAMES ID J00478088 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released
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Page 8

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

008 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
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Additional Description Notes

TRAINING CLASS NICHOLAS LUGRAIN ID J00620394 ON CONTRACT J00200029;EMT
 Certification for Summer Semester, May 29TH – July 26TH; REGISTRATION
 TUITION & FEES
 Per Invoice 202430-15

REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00
 REGISTRATION 380.00
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5215.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

009 TRAINING CLASS	1.00 EACH	5073.00000	5073.00
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Additional Description Notes

 TRAINING CLASS DENNIS MECSKO ID J00668396 ON CONTRACT J00200029;EMT
 Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION
 TUITION & FEES
 Per Invoice 202430-15

REGISTRATION TUITION FIRST SEMESTER (P1) 4,693.00
 REGISTRATION 380.00
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5073.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

010 TRAINING CLASS	1.00 EACH	5073.00000	5073.00
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Additional Description Notes

 TRAINING CLASS KYLE SEBER ID J00303987 ON CONTRACT J00200029;EMT
 Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION
 TUITION & FEES
 Per Invoice 202430-15

REGISTRATION TUITION FIRST SEMESTER (P1) 4,693.00
 REGISTRATION 380.00
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5073.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS LUCAS THORNTON ID J00479269 ON CONTRACT J00200029; EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 12
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012 TRAINING CLASS	1.00 EACH	2634.00000	2634.00
Additional Description Notes ----- TRAINING CLASS DAN YOUNG ID J00651470 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION AEMT Prereqs 2334.00 REGISTRATION 300.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2634.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 13
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 59431.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	59431.00	2188698.01
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Rejected	06/18/24	SANDRA LEWIS	no contract attached
Rejected	07/01/24	SANDRA LEWIS	EACH PERSON INFO WITH CHARGES
Rejected	07/03/24	SANDRA LEWIS	document what classes is being
Queued	07/08/24	DONALD ROSE	document what classes is being
Queued	07/08/24	SANDRA LEWIS	document what classes is being
Queued	07/08/24	STEVEN KRONINGER	document what classes is being
Queued	07/08/24	SAMANTHA COOLEY	document what classes is being

=====	=====
Bill To	Requisition 00010570-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 14
=====	=====

Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400
MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/03/24	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Queued 07/08/24 JOHN PAINE		document what classes is being	
	Queued 07/08/24 MICHAEL SPAFFORD		document what classes is being	

Authorized By: _____ Date: _____
Signature

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1494.00
- **Fees:** \$154.00
- **Textbook:** \$200.00
- **Total Cost:** \$1848.00

First Semester

- Courses: Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- Total Credit Hours: 8
- Tuition: \$1328.00
- Fees: \$95.50
- Textbook: \$325.00
- Total Cost: \$1962.50

Second Semester

- Courses: Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- Total Credit Hours: 11
- Tuition: \$1826.00
- Fees: N/A
- Textbook: N/A
- Total Cost: \$1826.00

Third Semester

- Courses: Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- Total Credit Hours: 10
- Tuition: \$1660.00
- Fees: N/A
- Textbook: N/A
- Total Cost: \$1660.00

Total Program Cost: \$7296.50

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Barry Glisson, Chief Of Staff - Fire

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 yr contract for managed print services for MFRD for 47 printers: 24 printers@\$31.25/mox36mo) + 23 printers@\$33.74/mox36mo) + \$0.019/page black & white printing (est 16,231 pgs/mo x 36 mo) +\$0.11999/page color printing (est. 4,367 pgs/mo x 36mo)=approx \$84,902.60.

Amount of Contract:

NTE \$30,000.00 per year for 3 years.

Funding Source

General Fund.

ATTACHMENTS:

1. 2024 AGENDA Package- Canon MFRD PRINT SERVICES

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 9 or 16 July 2024
Date

Item No. _____

Submitted by: MFRD
Department

Chief of Staff Barry Glisson
Department Head

Sponsored by: WILLIAM S. STIMPSON
Name

MAYOR
Title

Reviewed by: Rob Lasky
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Print Services contract with Canon Solutions of America for MFRD

PURPOSE & SCOPE OF PROJECT:

3 yr contract for managed print services for MFRD for 47 printers: 24 printers@\$31.25/mox36mo) + 23 printers@\$33.74/mox36mo) + \$0.019/page black & white printing (est 16,231 pgs/mo x 36 mo) + \$0.11999/page color printing (est. 4,367 pgs/mo x 36mo)=approx \$84,902.60.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Approx total \$84,902.60 for 3 years

FUNDING SOURCE:

Budget Item: 1004.1510.42145

Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A

Matching funds: N/A

Associated Costs:

Current year (itemize)

Type: N/A

Amount: N/A

Future years

Year: N/A

Amount: N/A

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: 1 July 2024 (succeeds prev contract)

Renewal date of contract (if applicable): n/a

If not bid, state reason: NATIONAL IPA Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): N/A

How many bidders submitted bids (if applicable): N/A

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

Note that retroactive date corrects contract audit that found expired contract was being used and billed against, at incorrect higher rates. This resets contract start and lower rates to 1 Jan 23.

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 to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Canon Solutions America, Inc., for print support services and supplies for Mobile Fire Rescue Department as needed in an approximate amount of \$30,000.00 per year, retroactively beginning July 1, 2024, for three years, at unit pricing 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

Order#: _____

Order Form

Canon Financial Services

Remit Address: 14904 Collections Center Dr, Chicago, IL 60693

OMNIA PRICING AGREEMENT

**BILL TO:**

City of Mobile

P.O. Box 389

Mobile, AL 36633

Phone: (251) 208-7434

Contact: Anne Foley

Date: 1/1/2024

SHIP TO:

City of Mobile

Mobile Fire Rescue Department

Various Locations

See Attached Schedule A

Phone: (251) 208-7818

Contact: Howard Popple

Beginning Meter Read: _____

TERM: 36 month FMV lease agreement under the provisions of OMNIA Contract 2020002755.

RATE: Monthly Copies Excess Charge
Per
Base Charge: \$ 1,526.00 Included 0 Copy B-\$.019/ C-\$.011999
Includes base copies
3 Yr Equip Total: \$ 54,936.00 ☐ Individual ☒ Fleet

MFG	MODEL	SERIAL #	LOCATION	ACCESSORIES
			See Attached Schedule A	

Bill To:
City of Mobile
PO Box 389
Mobile, AL 36633

TERMS & CONDITIONS

This transaction shall be governed in all respects by the terms and conditions of UC OMNIA contract #2020002755, effective 12/16/2020, between CSA and UC OMNIA and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.

Canon Solutions America, Inc (CSA) 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.

CSA agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an 'unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

CSA 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.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

LESSEE: _____ TITLE: Mayor, City of Mobile DATE: _____
William S. Stimpson

LESSOR: _____ TITLE: Supervisor DATE: 6/17/24

Joseph Violetti



City of Mobile Fire Department NIPAI/ Omnia Partners Pricing CFS PO 6/1/24

Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method
												Black & white	Color	Black & white	Color	Black & white	Color			
2	1	1000 S HOUSTON ST MOBILE, AL 36606	STATION 9				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
7	1	1004 BROAD ST MOBILE, AL 36603	STATION 2				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
22	1	1275 AEROSPACE BLVD MOBILE, AL 36615					ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
4	1	1275 AZALEA RD MOBILE, AL 36603	STATION 19				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
8	1	1951 MARYVALE ST MOBILE, AL 36605	STATION 16				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
5	1	200 DAVENPORT AVE MOBILE, AL 36607	STATION 12				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
26	1	200 DAVENPORT AVE MOBILE, AL 36607	STATION 12		CHIEF		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
9	1	2062 DR. MARTIN LUTHER KING JR AVE MOBILE,AL 36617	STATION 14				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
3	1	2525 HILLCREST RD MOBILE, AL36695	STATION 6				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
1	1	2711 AIRPORT BLVD MOBILE, AL 36606	STATION 23				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
15	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
29	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY		PURCHASING		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
30	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY		CHIEF GLISSON		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
31	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY				ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
32	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY		CHIEF MORRIS		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
33	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY				ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
10	1	3471 DAUPHIN ISLAND PKWY MOBILE, AL 36605	STATION 20				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
24	1	455 ST LOUIS ST MOBILE, AL 36602	FIRE SUPPLY/ SPARE				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
11	1	4710 AIRPORT BLVD MOBILE, AL 36608	STATION 22				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
35	1	4851 MUSEUM DRIVE MOBILE, AL 36608	EMS		BILLING		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
36	1	4851 MUSEUM DRIVE MOBILE, AL 36608	CRR				ICXMF1333C	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
12	1	512 STIMRAD RD MOBILE, AL 36610	STATION 21				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
17	1	5525 COMMERCE BLVD E MOBILE, AL 36619	STATION 7		HAZMAT 15		ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
18	1	5525 COMMERCE BLVD E MOBILE, AL 36619	STATION 7				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
37	1	5525 COMMERCE BLVD E MOBILE, AL 36619	STATION 7		CHIEF		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote



Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Black & white	Color	Black & white	Color	Black & white	Color	Unit \$	Monthly Base Charge	Meter method
6	1	57 S LAYFETE ST MOBILE, AL 36604	STATION 8			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
27	1	57 S LAYFETE ST MOBILE, AL 36604	STATION 8		CHIEF	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
21	1	6801 OVERLOOK RD MOBILE, AL 36618	STATION 1			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
14	1	700 MUSEUM DR MOBILE, AL 36608	STATION 18			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
28	1	700 MUSEUM DR MOBILE, AL 36608	STATION 18		ODI	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
19	1	701 ST FRANCIS ST MOBILE, AL 36602	SUSIE			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
23	1	701 ST FRANCIS ST MOBILE, AL 36602	ALARM ROOM/ STATION 3			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
25	1	701 ST FRANCIS ST MOBILE, AL 36602	CENTRAL FIRE		CHIEF JAMES	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
38	1	701 ST FRANCIS ST MOBILE, AL 36602	CHIEF FRANK			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
39	1	701 ST FRANCIS ST MOBILE, AL 36602	CHIEF RANDOLPH			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
40	1	701 ST FRANCIS ST MOBILE, AL 36602	CENTRAL			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
41	1	701 ST FRANCIS ST MOBILE, AL 36602	CHIEF BROWNE			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
42	1	701 ST FRANCIS ST MOBILE, AL 36602	STATION 3			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
43	1	701 ST FRANCIS ST MOBILE, AL 36602	MS KIMBERLY			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
44	1	701 ST FRANCIS ST MOBILE, AL 36602	CAPTAIN HINES			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
45	1	701 ST FRANCIS ST MOBILE, AL 36602	FLEET/ FACILITY			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
13	1	7050 OLD MILITARY RD THEODORE, AL 36582	STATION 28			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
20	1	7340 ZEIGLER BLVD MOBILE, AL 36608	COMMS			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
47	1	7340 ZIEGLER BLVD MOBILE, AL 36608	COMMS			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,213.92	\$33.72	IWR Remote
16	1	8080 AIRPORT BLVD MOBILE, AL 36608	STATION 26			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
34	1	8080 AIRPORT BLVD MOBILE, AL 36608	STATION 26		STATION 26 CHIEF	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
46	1	860 OWENS STREET MOBILE, AL 46604	MS. KATYLENE			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
							FINAL TOTALS											\$54,936.00	\$1,526.00	

Print Name:
Signature:

Configuration Acknowledgement
Title:
Date:



Canon

Multifunction Devices and Managed Print Services

Canon Solutions America, Inc., a Canon U.S.A. Company, provides industry-leading enterprise, production print and large format solutions supported by exceptional professional and technical services. With the combined technology offerings of Canon Business Solutions and Océ North America, the new Canon Solutions America helps companies of all sizes improve efficiency, be environmentally conscious and control costs through high volume, continuous feed, digital and traditional printing and document management solutions. Canon Solutions America serves education, government entities and nonprofit organizations through their partnership with OMNIA Partners.

Click Your Industry

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[Nonprofit](#)
[Request Information](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Canon Solutions America holds competitively solicited and publicly awarded cooperative contracts, available to educational institutions and government entities nationwide through OMNIA Partners.

- **Print Goods and Services**
University of California, CA | 2020002755

[VIEW CONTRACT DOCUMENTATION](#)
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Canon Solutions America Contract Documentation

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Print Goods and Services

University of California, CA
Contract Number: 2020002755

December 16, 2020 to December 15, 2025

Option to renew for five (5) additional one-year periods through December 15, 2030.

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Multi-Award Justification

Response Evaluation

- Supplier Response to RFP

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Opening Documents

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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



5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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PREVIOUS PRINT CONTRACT THAT
THIS PRINT CONTRACT IS REPLACING

(PAGE 2)

Bill To:
 City of Mobile
 PO Box 389
 Mobile, AL 36633

TERMS & CONDITIONS

All terms and conditions apply in accordance with the National IPA, REGION 4 EDUCATION SERVICE CENTER (ESC) Contract #R171401 for Managed Print Solutions with Canon Solutions America, Inc. dated March 1, 2018.

Canon Solutions America, Inc (CSA) 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.

CSA agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

CSA 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.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

LESSEE:


 William S. Stimpson

TITLE:

Mayor, City of Mobile

DATE:

10/17/23

ATTEST: 
 City Clerk

CSA:

DocuSigned by:

 08F21B177E9D467

TITLE: SVP, Finance, Accounting & GA

DATE: 09/22/2023 | 5:32 AM PDT

Attachments:

- ☒ Schedule A
☐ Schedule B
☐ Schedule A-MICR





CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
Customer Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Customer Name:

Order Date:

January 1, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
1	2BP04221	Canon	Color imageCLASS MF429DW	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2525 Hillcrest Road		Mobile			AL	36695	CSA
2	2TAD0028	Canon	Color imageCLASS MF449DW	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		ODI Room		700 Museum Drive Station 18		Mobile			AL	36608	CSA
3	3DGZ4581	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Station 1		6801 Overlook Road		Mobile			AL	36618	CSA
4	3DGZ4939	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Communications		7340 Ziegler Blvd		Mobile			AL	36608	CSA
5	3DGZ7753	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Fire Chief		701 St Francis Street		Mobile			AL	36602	CSA
6	3DGZ9300	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Seelhorst Station		5525 Commerce Blvd		Mobile			AL	36619	CSA
7	WTL18667	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief of Operations		701 St Francis Street		Mobile			AL	36602	CSA
8	WTL18668	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief of Staff		701 St Francis Street		Mobile			AL	36602	CSA
9	WTL18669	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Hallway		701 St Francis Street		Mobile			AL	36602	CSA
10	WTL18670	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS		CITY					



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

49

Customer Name:

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				4851 Museum Drive			Mobile		AL 36608 CSA
11	WTL18672	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				701 St Francis Street			Mobile	AL	36602 CSA
12	WTL18674	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				701 St Francis Street			Mobile	AL	36602 CSA
13	WTL18675	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				2851 Old Shell Road			Mobile	AL	36607 CSA
14	WTL18677	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				701 St Francis Street			Mobile	AL	36602 CSA
15	WTL18702	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				2851 Old Shell Road			Mobile	AL	36602 CSA
16	WTL18704	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				701 St Francis Street			Mobile	AL	36602 CSA
17	WTL18705	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				701 St Francis Street			Mobile	AL	36602 CSA
18	WTL18706	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				2851 Old Shell Road			Mobile	AL	36607 CSA
19	WTL18712	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				4851 Museum Drive			Mobile	AL	36608 CSA
20	WTL18713	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS				ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org				911 Communications Dispatchers 7340 Ziegler Blvd			Mobile	AL	36608 CSA



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
Customer Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:**Order Date:**

48

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER
20	WTL18715	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Fleet Facilities		701 St Francis Street			Mobile	AL	36602
												SERVICING DEALER
												CSA
21	WTL18716	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		1st Floor Main Area		701 St Francis Street			Mobile	AL	36602
												SERVICING DEALER
												CSA
22	WTL18856	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Main Area		2851 Old Shell Road			Mobile	AL	36607
												SERVICING DEALER
												CSA
23	WTL18857	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief		57 S Lafayette Street			Mobile	AL	36604
												SERVICING DEALER
												CSA
24	WTL18859	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief Kirk		2851 Old Shell Road			Mobile	AL	36607
												SERVICING DEALER
												CSA
25	WTL18862	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief		200 Davenport Avenue			Mobile	AL	36607
												SERVICING DEALER
												CSA
26	WTL18863	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Training Chief		860 Owens Street			Mobile	AL	36602
												SERVICING DEALER
												CSA
27	WTL18866	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief		5525 Commerce Blvd			Mobile	AL	36619
												SERVICING DEALER
												CSA
28	WTL18869	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Communications		7340 Ziegler Blvd			Mobile	AL	36608
												SERVICING DEALER
												CSA
29	WTL18896	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:**Order Date:**

49

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief - 2nd Floor		8080 Airport Boulevard			Mobile	AL	36608	CSA	
30	2BP04033	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		4710 Airport Blvd			Mobile	AL	36608	CSA	
31	2BP04049	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8080 Airport Boulevard			Mobile	AL	36608	CSA	
32	2BP04050	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		200 Davenport Avenue			Mobile	AL	36607	CSA	
33	2BP04063	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2851 Old Shell Road			Mobile	AL	36607	CSA	
34	2BP04067	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		57 S Lafayette Street			Mobile	AL	36604	CSA	
35	2BP04208	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8839 Flay Pierce Road			Mobile	AL	36608	CSA	
36	2BP04210	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2711 Airport Boulevard			Mobile	AL	36606	CSA	
37	2BP04212	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1000 S Houston Street			Mobile	AL	36606	CSA	
38	2BP04213	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	



CANON SOLUTIONS AMERICA

MPSS Schedule A - Initial Listing of Covered Components
City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Customer Name:

Order Date:

July 24, 2023

#	SERIAL NUMBER	NAME	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2062 Dr Martin Luther King Jr Ave			Mobile		AL	36617 CSA
39	2BP04214	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		512 Stlmrad Road			Mobile	AL	36610	CSA
40	2BP04218	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2520 Aerospace Blvd			Mobile	AL	36615	CSA
41	2BP04219	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1275 Azalea Road			Mobile	AL	36683	CSA
42	2BP04220	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1004 S Broad Street			Mobile	AL	36603	CSA
43	2BP04222	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1951 S Maryville Street			Mobile	AL	36605	CSA
44	2BP04224	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		7050 Old Military Road			Mobile	AL	36582	CSA
45	2BP04225	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		5525 Commerce Blvd			Mobile	AL	36619	CSA
46	2BP04226	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		6801 Overlook Road			Mobile	AL	36618	CSA
47	2BP04227	Canon	ImageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		700 Museum Drive			Mobile	AL	36608	CSA



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name:

City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER			
48	2BP04229	Canon	imageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0			
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT				ADDRESS				CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Main Office				3471 Dauphin Island Parkway				Mobile	AL	36605	CSA

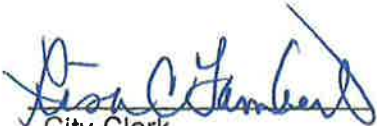
RESOLUTION

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 to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Canon Solutions America, Inc., for print support services and supplies for Mobile Fire Rescue Department in an approximate amount of \$30,000.00 per year, retroactively beginning January 1, 2023, for three years, at unit pricing 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: OCT 10 2023


City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5008

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Mobile Museum of Art - Exterior Repairs

CAPITAL PROJECT #: C0903 (20002000-48010)

CONTRACT AMOUNT: \$214,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-007-24

PROJECT DESCRIPTION: Soft wash exterior, repair damaged concrete, prime/paint all painted surfaces, apply waterproof sealant to brick

VENDOR NAME: Del-Con, LLC

VENDOR NUMBER: 299188

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Gina Gregory, Councilmember

Purpose and Scope of Project:

Repair damaged concrete, soft wash exterior, prime/paint all painted surfaces, apply waterproof sealant to brick

Amount of Contract:

\$214,000.00

Funding Source

C0903 MUSEUM OF ART EXTERIOR REPAIRS (20002000-48010)

ATTACHMENTS:

1. MU-007-24_routing package

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Del-Con, LLC

Project Name: Mobile Museum of Art - Exterior Repairs

Project Number: MU-007-24

Amount: \$214,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Museum of Art - Exterior Repairs

CAPITAL PROJECT #: C0903 (20002000-48010)

CONTRACT AMOUNT: \$214,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-007-24

PROJECT DESCRIPTION: Soft wash exterior, repair damaged concrete, prime/paint all painted surfaces, apply waterproof sealant to brick

VENDOR NAME: Del-Con, LLC

VENDOR NUMBER: 299188

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Del-Con, LLC.
P.O. Box 916
Berwick, LA 70342
City of Mobile Business License Number: 128922
Secretary of State Registration Number: 000-647-708

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

Mobile Museum of Art – Exterior Repairs
4850 Museum Drive
Mobile, AL 36608
MU-007-24
Scope: Soft wash exterior, repair damaged concrete, and prime/paint all painted surfaces.
The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

Init.

/

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two hundred Fourteen Thousand and 00/100 Dollars (\$ 214,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$159,500.00
Contingency Allowance:	\$5,000.00
Total Bid:	\$164,500.00
Alternate#1:	\$49,500.00
 Total Contract Sum:	 \$214,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	\$49,500.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Five thousand and 00/100" (\$5,000.00)

(Table deleted)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1 Gasket Replacement	Per 100 LF	\$ 2,200.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- ☐ Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- ☐ Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- ☐ Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- ☐ Any additional close out requirements per the contract documents; and
- ☐ Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Del-Con, LLC. has completed the contract for MU-007-24, Mobile Museum of Art – Exterior Repairs. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Init.

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Chad Rhodes, SC Project Manager
P.O. Box 916
Berwick, LA 70342
chadr@del-con.com
251-604-8266

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy

Init.

- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| B. | Property Damage | \$1,000,000 each occurrence |
| C. | Bodily Injury and Property Damage | \$1,000,000 each occurrence; or |
| | | \$1,000,000 combined single limit |
- .6 Such comprehensive policy shall include the following:
- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below |
| F. | Broad Form Property Damage Coverage, including Completed Operations. |
| G. | Personal Injury Liability, with employee's exclusions removed. |
| H. | Explosion and Collapse Hazard: |
| | Included or X Not Applicable. |
| I. | Underground Hazard: |
| | Included or X Not Applicable. |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change,

or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

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. Contractor hereby confirms and agrees that

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/

Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
A2.0	Exterior Elevations	April 17, 2024
A2.1	Exterior Elevations	April 17, 2024
A2.2	Exterior Masonry Section/Elevation	April 17, 2024
A2.3	Exterior Masonry Section/Elevation	April 17, 2024
A2.5	Building Sections	April 17, 2024
A2.8	Building Sections	April 17, 2024
A2.9	Building Sections	April 17, 2024
A2.10	Building Sections	April 17, 2024
A2.11	Building Sections	April 17, 2024
A2.30	Canopy Elevations, Plan Details	April 17, 2024
A2.31	Canopy Details	April 17, 2024
A6.4	Finish Schedule Partial Plan Ground Floor	April 17, 2024
A6.6	Finish Schedule Partial Plan First Floor	April 17, 2024
A6.7	Finish Schedule Partial Plan First Floor	April 17, 2024
S0.1	Design Load Plan	April 17, 2024
D001	Surfaces to be Primed/Painted	April 17, 2024
D002	Alternate #1 Sidewalk, Circular Drive, Retaining Walls	April 17, 2024
D003	Alternate #3 Window Gasket Replacement Areas	April 17, 2024

.4 Product Data:

Init.

Section	Title	Date
PD001	SW Loxon Concrete and Masonry Primer-Sealer	April 17, 2024
PD002	SW Loxon Self-Cleaning Acrylic Coating – Satin	April 17, 2024
PD003	SW Siloxane Water Repellent	April 17, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	April 29, 2024
Addendum 2	May 10, 2024
Addendum 3	May 15, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders
	AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	Application and Certificate for Payment
	AIA Document G702
	AIA Document G703 with DBE Utilization Report
	Certificate of Substantial Completion
	AIA Document G704
	Contractor’s Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor’s Affidavit of Release of Liens
	AIA Document G706A
	Consent of Surety to Final Payment

AIA Document G707
Request for Taxpayer Identification Number and Certification W-9
Form and City of Mobile Vendor Information Form
E-Verify Documentation (Sample)

Section 00700

General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2** Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3** 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.
- § 9.2.4** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5** Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6** Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7** Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes:

(1194030416)
Page 221 of 970

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Del-Con, LLC.

OWNER (Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

CONTRACTOR (By Signature)

Chad Rhodes, SC Project Manager
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Chad Rhodes as SC Project Manager of Del-Con, LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 20th day of June, 20 24.

NOTARY PUBLIC

My Commission Expires: 02/16/2028

LESLEE NAN RHODES
NOTARY PUBLIC
ALABAMA STATE AT LARGE

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User Notes:

(1194030416)

Page 222 of 970

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Del-Con, LLC, P.O. Box 916 Berwick, LA 70342, hereinafter called the Principal, and Markel Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred Fourteen Thousand and 00/100 Dollars (\$214,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Museum of Art – Exterior Repairs MU-007-24 4850 Museum Drive Mobile, AL 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 20 day of June, 2024.

CONTRACTOR AS PRINCIPAL

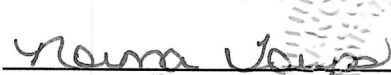
Company: Del-Con, LLC
(Corporate Seal)

By: 
(Signature)

Name and Title: Chad Rhodes, Sr. Project Manager

SURETY

Company: Markel Insurance Company
(Corporate Seal)

By: 
(Signature)

Name and Title: Norma Toups, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Julie Livingston, AL Resident Agent
Company Name: Cadence Insurance-a Gallagher Company
Address: 7515 Halcyon Summit Drive, Suite 301
Montgomery, AL 36117
Phone and Fax: (334) 386-3325 / (334) 386-3326

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kathleen L. Berni, George V. Baus Jr., Gregory R. Weston, Jared Viola, Norma Toups

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

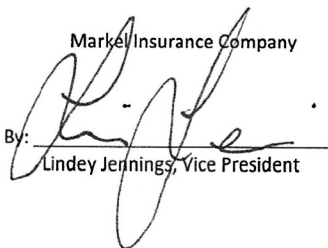
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 19th day of April, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



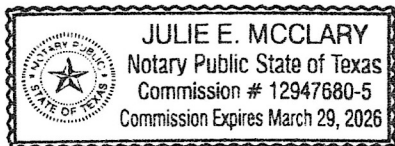
Markel Insurance Company

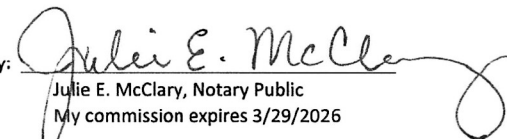
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 19th day of April, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

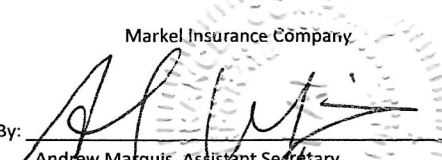
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Del-Con, LLC. P.O. Box 916 Berwick, LA 70342, as Principal, and Markel Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Fourteen Thousand and 00/100 Dollars (\$214,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Museum of Art – Exterior Repairs MU-007-24 4850 Museum Drive Mobile, AL 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Norma Touns **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 20th day of June, 2024

CONTRACTOR AS PRINCIPAL

Company: Del-Con, LLC
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Chuck Rhodes, Sr Project Manager

SURETY

Company: Markel Insurance Company
(Corporate Seal)

By: Norma Touns
(Signature)

Name and Title: Norma Touns, Attorney-in-Fact

Resident Agent: [Signature]
(Signature)
Name and Title: Julie Livingston, AL Resident Agent
Company Name: Cadence Insurance-A Gallagher Company
Address: 7515 Halcyon Summit Drive, Suite 301
Montgomery, AL 36117
Phone and Fax: (334) 386-3325 / (334) 386-3326

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kathleen L. Berni, George V. Baus Jr., Gregory R. Weston, Jared Viola, Norma Troups

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

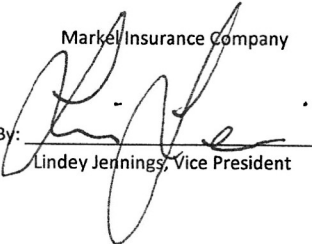
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 19th day of April, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



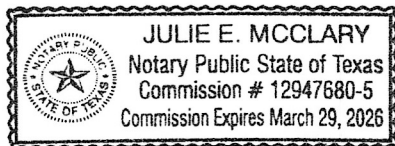
Markel Insurance Company

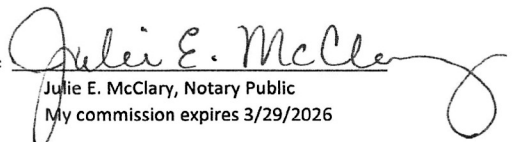
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 19th day of April, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

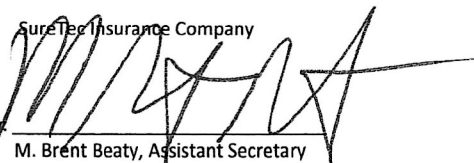


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

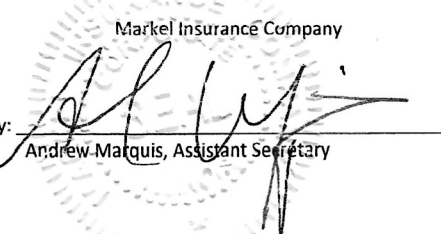
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Del-Con LLC
Address	9786 Timber Cir Ste A Dapine, AL 36526
Telephone	251-604-8266
E-Mail	chad@del-con.com

RFP/RFQ Solicitation Number	MU-007-24
Project Description	Mobile Museum of Art Exterior Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>7</u> Female <u>1</u> Minority <u>8</u> Non-minority <u>8</u> SDVO <u>8</u>
Total # of Employees	<u>8</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Del-Con LLC

Signature: [Signature] Date: 5/28/2024

Title: Sr Project Manager

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Chad Rhodes Title: Sr Project Manager
Email: chad@del-con.com Phone: 251-604-8266



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Del-Con LLC

Contact Person: Chad Rhodes Phone 251-604-8266 Email chad@del-con.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
	☒	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393		CONTACT NAME: Danette Bourgoyne PHONE (A/C, No, Ext): 985-513-5046 E-MAIL ADDRESS: Danette_Bourgoyne@ajg.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Evanston Insurance Company		35378
		INSURER B : Republic-Vanguard Insurance Company		40479
		INSURER C : Scottsdale Insurance Company		41297
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1806306291

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	Y	MKL4VPBC003847	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CNO555196004	7/8/2023	7/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CXS4014317	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Mobile Museum of Art – Exterior Repairs Project Number: MU-007-24

City of Mobile is Included as an Additional Insured in respect to General Liability, Hired/Non-Owned Automobile Liability and Excess Liability. All policies, mentioned above, 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, Hired/Non-Owned Automobile Liability, Excess Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
Project or Job #: MU-007-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633	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)

6/17/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Terrebonne Insurance Agency, Inc. 210 Mystic Blvd Houma LA 70360		CONTACT NAME: Kelly Thibodeaux PHONE (A/C, No, Ext): (985)851-3080 FAX (A/C, No): (985)851-0304 E-MAIL ADDRESS: CLservice@terrebonneinsurance.com	
INSURED Del-Con, LLC P.O. Box 916 Berwick LA 70342		INSURER(S) AFFORDING COVERAGE INSURER A: Louisiana Construction & Industry SIF INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:**CL23122947767**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	29404-24	1/2/2024	1/2/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project name
Mobile Museum of Art - Exterior Repairs

Blanket Waiver of Subrogation as required by written contract with a 30 day Notice of Cancellation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile, AL 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 K Thibodeaux/JILLIA <i>Kelly L. Thibodeaux</i>

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Policy Number: 29404-24

ENDORSEMENT

Louisiana Construction & Industry SIF

Insured Name: Del-Con, LLC

Policy Effective Date: 01/02/2024

Agency Name: **Terrebonne Insurance Agency**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING ENDORSEMENT IS ADDED:

NOTICE OF CANCELLATION ENDORSEMENT

Where required by written contract, we (LCI), will give 30 days Notice of Cancellation to the entity named in the Schedule, except in the case of Non-Payment of Premium, for which 10 days notice will be given.

The notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organizations(s) show in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

SCHEDULE

Certificate Holder: City of Mobile

Address: P.O. Box 1827 Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. All other terms and conditions of this policy remain unchanged.

Endorsement Effective Date: **06/17/2024**

Additional Premium: 0.00

Endorsement No: **6**

Return Premium: 0.00

Policy Number: 29404-24

ENDORSEMENT

LOUISIANA CONSTRUCTION & INDUSTRY SIF

Insured Name: Del-Con, LLC

Policy Effective Date: 01/02/24

Agency Name: **Terrebonne Insurance Agency**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING ENDORSEMENT IS ADDED:

WAIVER OF SUBROGATION

Blanket Waiver of Subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. All other terms and conditions of this policy remain unchanged.

Endorsement Effective Date: 04/09/24

Additional Premium: \$0

Endorsement No: 5

Return Premium:

Policy Number: 29404-24

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.)

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

Schedule

Blanket Waiver of Subrogation

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$0_____".
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.

DATE OF ISSUE: 04/09/2024

© 1983 National Council on Compensation Insurance, Inc.



Company ID Number: 1837764

Approved by:

Employer Del-Con, LLC.	
Name (Please Type or Print) Alison DeLatte	Title
Signature Electronically Signed	Date 05/24/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2022



Company ID Number: 1837764

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Del-Con, LLC.
Company Facility Address	1209 N. Victor II Blvd. Morgan City, LA 70380
Company Alternate Address	PO Box 916 Berwick, LA 70342
County or Parish	SAINT MARY
Employer Identification Number	680593632
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	2 site(s)



Del-Con, LLC	
Entity ID Number	000-647-708
Entity Type	Foreign Limited Liability Company
Principal Address	608 Shadowlawn Berwick, LA 70342
Principal Mailing Address	PO Box 916 Berwick, LA 70342
Status	Exists
Place of Formation	Louisiana
Formation Date	11/16/2016
Qualify Date	09/14/2020
Registered Agent Name	LegalCorp Solutions LLC
Registered Office Street Address	4142 CARMICHAEL ROAD Montgomery, AL 36106
Registered Office Mailing Address	4142 CARMICHAEL ROAD Montgomery, AL 36106
Nature of Business	
Doing Business in AL Since	12/01/2020
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/14/2020 Certificate of Formation 2 pgs.

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Karen Poth

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract, renewable for two additional one-year periods, with Matt Johnson, sole proprietor, for digital marketing, internet search engine optimization, and Google ad management for Natl Maritime Museum of GOM.

Amount of Contract:

NTE \$65,000 per year for up to 3 years.

Funding Source

General fund.

ATTACHMENTS:

1. 2024 Johnson Agenda Package

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 July 2024 Date Item No. _____

Submitted by: National Maritime Museum of GOM Department Karen Poth Department Head

Sponsored by: Mayor William S. Stimpson Name _____ Title _____

Reviewed by: Joe Snowden Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date _____

A brief synopsis and explanation of the following:

PROJECT NAME: Professional services contract with Matt Johnson, sole proprietor

PURPOSE & SCOPE OF PROJECT:

One year contract, renewable for two additional one-year periods, with Matt Johnson, sole proprietor, for digital marketing, internet search engine optimization, and Google ad management for Natl Maritime Museum of GOM. General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed NTE \$65K/calendar year

FUNDING SOURCE:

Budget Item: 1004.4020.42140 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: Exempt as Professional Service 41-16-51-(a)(3)

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Matt Johnson, sole proprietor, to provide digital marketing professional services, for one year, renewable for two additional one-year periods, without further approval required by Council, in an amount as needed not to exceed \$65,000.00 per year, 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

Professional Services Contract
City of Mobile
AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Matt Johnson, Sole Proprietor ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of digital marketing.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality 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:

1. SCOPE OF WORK: The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to include digital marketing, internet search-engine optimization, and Google advertising management for the National Maritime Museum of the Gulf of Mexico.
2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of one year, renewable with the consent of both parties for two additional one-year periods.
3. COMPENSATION: The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in *Exhibit A*. Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to Service Provider under this contract will not exceed \$65,000.00 per year.
4. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

5. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

6. INSURANCE REQUIREMENTS: Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the minimum limits, coverages, and other terms set forth herein. Service Provider shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama.

A. Worker's Compensation: Statutory amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations, Public Liability including premises, products and complete operations

1. Bodily Injury Liability

a. \$1,000,000 each person

b. \$1,000,000 each occurrence

2. Property Damage Liability: \$1,000,000 each occurrence or

3. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.

1. Bodily Injury Liability

a. \$250,000 each person

b. \$500,000 each occurrence

2. Property Damage Liability: \$100,000 each occurrence

3. Combined Bodily Injury and Property Damage - \$500,000.00

D. Professional Liability: \$500,000.00

E. Excess/Umbrella Liability providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability:: \$1,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

F. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service

Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

G. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

7. **INDEMNITY**: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider 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, case law or otherwise available to the City.

8. **ANTI-DISCRIMINATION**: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9. **ANTI-BOYCOTT**: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

10. **VENUE/JURISDICTION**: The Parties agree that the jurisdiction and 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 Mobile County, Alabama.

11. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

12. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State 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, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

14. **FORCE MAJEURE:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

15. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

16. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

17. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

18. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: Matt Johnson, Sole Proprietor
1401 NW 187th Street
Edmond, OK 73012

19. 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 a writing executed by each of the parties hereto.

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

Matt Johnson, Sole Proprietor, Service Provider

BY: Gary Matthew Johnson Date: 05/23/2024
Its Owner.

THE STATE OF Texas

COUNTY OF Tarrant

I, a Notary Public, hereby certify that Matt Johnson, Sole Proprietor, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

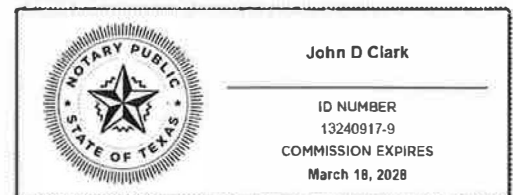
Given under my hand this 23rd day of May, 2024.

[Signature]
Notary Public, State of Texas
Notary Public

Print Name John D Clark

My commission expires: 03/18/2028

Electronically signed and notarized online using the Proof platform.



CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Willaim, S. Stimpson, Mayor

ATTEST:

City Clerk Date: _____

Exhibit: A Statement of Work
B Evidence of Insurance

EXHIBIT A: Statement of Work

Tasking

Service Provider will manage the Museum “Google Grant” providing \$10,000 worth of free Google search ads per month. This will include tracking search analytics, and recommending content and placement strategies to optimize search results and maximize free advertising placements.

Service Provider will provide and place 48,000.00 worth of web advertisements to include Google and Facebook ads.

Service Provider will place and manage Museum geofencing campaigns.

Unit Rates (monthly)

SEO and Ad Platform Management	\$1,416.66
Google Grant Ads Management	\$1,000.00
Geofencing	\$1,000.00
Facebook Ads	\$2,000.00

Total monthly rate	\$5,416.66
--------------------	------------

Invoicing and Payment

Service Provider will invoice the City monthly for professional services and advertising purchases. Invoices will be reviewed and approved by the Museum Executive Director for payment. City will pay within 30 days of receipt of invoices.

EXHIBIT B

EVIDENCE OF INSURANCE

City of Mobile
255 Government Street
Mobile, AL 36644



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

The attached Subaward Grant Agreement Amendment No. 2 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration. This amendment consists of adding \$8,795,178 in additional RESTORE funding and extending the Period of Performance through 07/31/2026.

This agreement is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this amendment is to complete final phase of this project, the dredging and restoration of Langan Park Lake. The first two phases of this project, the stabilization of two sections of 12 Mile Creek, has been completed.

Amount of Contract:

\$8,795,178.00

Funding Source

N/A

ATTACHMENTS:

1. Cover Letter
2. Resolution
3. ThreeMileCreek_AmendmentNumber2_DraftSubaward_6.25.2025_ETS.rmc
forcouncilnoWM

REVIEWERS:

Lana Gauthier

Lana Gauthier

July 2, 2024



Dear Councilmembers:

The attached Subaward Grant Agreement Amendment No. 2 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration. This amendment consists of adding \$8,795,178 in additional RESTORE funding and extending the Period of Performance through 07/31/2026.

This agreement is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this amendment is to complete final phase of this project, the dredging and restoration of Langan Park Lake. The first two phases of this project, the stabilization of two sections of 12 Mile Creek, has been completed.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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 Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 2 of an existing grant for State Expenditure Plan #16: Three Mile Creek Watershed Restoration, 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. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Spill Impact project titled “State Expenditure Plan #16: Three Mile Creek Watershed Restoration” (hereinafter “Project”). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area’s fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0011-01-02. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration.

This amendment executes the following action:

1. Adds \$8,795,178 in RESTORE funding for the construction contract for Task 1B, and
 2. Extends the period of performance and budget period to 7/31/2026.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0011
 - b. Federal Award Period of Performance: 09/09/2019-07/31/2026
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$23,710,040.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$23,866,000.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources

Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130

- h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
- i. Indirect Cost Rate of Subrecipient: 0%

- 3. AGREEMENT FUNDING AMOUNT: ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of twenty-three million, seven hundred ten thousand, forty and xx/100 dollars (\$23,710, 040.00)
- 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter “Project Period”) shall commence on September 9, 2019 and end on July 31, 2026.
- 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties on September 9, 2019 and end on July 31, 2026 (hereinafter “Agreement Term”).
- 6. BOYCOTT: In compliance with Act 2016-312, Permittee 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 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.

- 7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile

P.O. Box 1827
Mobile, Alabama 36633
Jennifer.greene@cityofmobile.org

8. PARTIES 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.
9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0011-01-02 and any RESTORE Council-specific Special Award Conditions.

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.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE

William S. Stimpson, Mayor

Date: _____

AL-06/11/2024

Subrecipient Name: City of Mobile, **UEI: QV8KPHH9J8A3**

Title of Grant Project: *State Expenditure Plan #16: Three Mile Creek Watershed Restoration*

Attachment

Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	UEI: QV8KPHH9J8A3
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0011
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-06/11/2024
(v.)	Subaward Period of Performance Start and End Date;	09-09-2019 to 07-31-2026
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$23,710,040.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$23,710,040.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$23,710,040.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion

	and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # <u>21.015</u> Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the, UEI: WLNMNKHKF5T1 is \$23,866,000.00
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Quality Care On Wheels, LLC**, to operate a **shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **July 16, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Quality Care on Wheels, LLC, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DASHONDA THOMAS, individually or on behalf of Quality Care on Wheels, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Dashonda Thomas / Quality Care on Wheels, LLC (owner)

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 33 Months: 4

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name Title Address Amount of Stock Held (if any)

Deshonda Thomas (owner) _____

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name Date Amount Location Disposition

None

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 0600 - 1800

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Honda Year: 2015 Model: Odyssey
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Dashonda Thomas
Applicant's Signature

NAME OF ENTITY:

Quality Care Wheels, LLC

By: Dashonda Thomas
Its OWNER

SWORN TO AND SUBSCRIBED BEFORE ME THIS
26th DAY OF June, 2024

Lorraine Shirley
Notary Public My Commission Expires
April 5, 2027

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: THOMAS, DASHONDA SHERMONIQUE

Address:

Nick Name:

Phone: -----

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 33

Weight: 190

Eyes: BROWN

Height: 5'04"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #: -----

DL Type: D

SSN: -----

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: Ru

DATE: 6-26-24



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Box

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Trace Box and Jon Box, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D003\P006\00128579.doc

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 59 Hillcrest Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 18, 2024**, a public hearing will be held on the **23rd** day of **July**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 59 Hillcrest Road from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT A, MOCK SUBDIVISION, AS RECORDED IN MAP BOOK 131, PAGE 116, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID MONUMENT LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, (100-FOOT PUBLIC R\W); THENCE S-89°-33'-43"-E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD AND ALONG THE SOUTH LINE OF SAID MOCK SUBDIVISION, AND AN EXTENSION THEREOF, FOR 367.20 FEET TO AN IRON ROD FOUND; THENCE S-00°-03'-03"-W FOR 103.64 FEET TO AN OPEN TOP IRON PIPE FOUND; THENCE N-89°-40'-05"-W FOR 367.63 FEET TO A LAWLER AND COMPANY CAPPED REBAR SET ON THE EAST RIGHT OF WAY LINE OF AFORESAID HILLCREST ROAD; THENCE N-00°-17'-16"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD, FOR 104.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 38204 SQUARE FEET OR 0.877 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022,

commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of July, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 26th day of June, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 59 Hillcrest Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT A, MOCK SUBDIVISION, AS RECORDED IN MAP BOOK 131, PAGE 116, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID MONUMENT LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, (100-FOOT PUBLIC R/W); THENCE S-89°-33'-43"-E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD AND ALONG THE SOUTH LINE OF SAID MOCK SUBDIVISION, AND AN EXTENSION THEREOF, FOR 367.20 FEET TO AN IRON ROD FOUND; THENCE S-00°-03'-03"-W FOR 103.64 FEET TO AN OPEN TOP IRON PIPE FOUND; THENCE N-89°-40'-05"-W FOR 367.63 FEET TO A LAWLER AND COMPANY CAPPED REBAR SET ON THE EAST RIGHT OF WAY LINE OF AFORESAID HILLCREST ROAD; THENCE N-00°-17'-16"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD, FOR 104.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 38204 SQUARE FEET OR 0.877 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District** to **B-2, Neighborhood Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Suburban District** until all of the conditions set forth below have been complied with: 1. **Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department**

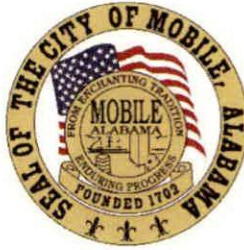
comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Zoghby Property (Brad Newton, P.E., McFadden Engineering, Inc, Agent)
59 Hillcrest Road
Council District 6
Josh Woods**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

June 12, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on May 16, 2024 considered the request of **Brad Newton, P.E., McFadden Engineering, Inc.** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business Suburban District** for the property located at **59 Hillcrest Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 24, 2024

David Crawford
McFadden Engineering, Inc.
2860 Dauphin Street
Suite D
Mobile, Alabama 36606

Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

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

At its meeting on May 16, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-002843-2024 59 Hillcrest Road
May 17, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property B-2, Neighborhood Business Suburban District, subject to:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
2. Full compliance with all municipal codes and ordinances.

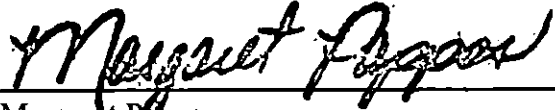
The advertising fee for this application based on the current legal description is **\$332.88**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
April 24, 2024
PUBLIC HEARING NOTICE



Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, May 16, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, May 15, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

April 24, 2024

PUBLIC HEARING NOTICE



Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood
Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, May 16, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

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For additional information or assistance, please contact a Planner at (251) 208-5895.

Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 10:13 AM
To: Rogers, Payton
Cc: Anderson, Logan; Screws, Tracy
Subject: RE: PC Meeting & Deadline Schedule

CAUTION: External Email

Please holdover the rezoning for 59 Hillcrest until the May meeting, thank you.

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Wednesday, March 27, 2024 9:48 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Cc: Anderson, Logan <dlogananderson@cityofmobile.org>; Screws, Tracy <tracy.screws@cityofmobile.org>
Subject: RE: PC Meeting & Deadline Schedule

Also, since you have already paid for your application in order for it to be held-over to the May meeting I will need you to send me an email formally requesting the case be heldover. Please note that this will be considered your first official applicant holdover request. After this, any future holdover requests will have to go before the Planning Commission for approval.

Best Regards,
Payton W. Rogers, CAPZO
Planner II

Planning & Zoning



payton.rogers@cityofmobile.org
(251) 208-7092 direct

From: Rogers, Payton
Sent: Wednesday, March 27, 2024 9:29 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Subject: PC Meeting & Deadline Schedule

Hey David,

I guess the phone cut out while I had you on hold. Anyway, the current PC meeting and deadline schedule is posted on the PC website. You can find the schedule here:

<https://www.buildmobile.org/pdf/PC%20Schedule%20FY2024.pdf>

The May meeting will be held May 16th. I've attached the neighborhood meeting and deadline schedule for your reference. It will tell you all the deadlines for the earliest possible date you can hold a neighborhood meeting as well as the latest possible date. Let me know if you have any questions and feel free to call me back if you need anything else.

Best Regards,

Payton W. Rogers, CAPZO

Planner II

Planning & Zoning

BUILD**MOBILE**

payton.rogers@cityofmobile.org

(251) 208-7092 direct

Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 3:34 PM
To: Rogers, Payton
Cc: Taylor Daniels
Subject: Meeting Date Change

CAUTION: External Email

Payton, please excuse the previous email with our neighborhood meeting details. We have had to change the date to April 11, 2024 between 4-5 PM at the West Mobile Public Library instead of April 15. The sign will be update and put in place tomorrow. Taylor (copied to this email) will provide details of the meeting to Planning and Zoning. Thank you

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 3:14 PM
To: Rogers, Payton
Cc: Taylor Daniels
Subject: RE: PC Meeting & Deadline Schedule

CAUTION: External Email

Payton, we have reached out to many local churches around 59 Hillcrest as well as many avenues at South Alabama for a public venue but have struck out to find a spot for the neighborhood meeting. We were hoping to use the West Mobile Public Library located at 5555 Grelot Rd, Mobile, AL 36609 on April 15 between 4-5 PM. They have us tentatively penciled in pending an application that I have submitted today. Thank you

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Wednesday, March 27, 2024 9:29 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Subject: PC Meeting & Deadline Schedule

Hey David,

I guess the phone cut out while I had you on hold. Anyway, the current PC meeting and deadline schedule is posted on the PC website. You can find the schedule here:

<https://www.buildmobile.org/pdf/PC%20Schedule%20FY2024.pdf>

The May meeting will be held May 16th. I've attached the neighborhood meeting and deadline schedule for your reference. It will tell you all the deadlines for the earliest possible date you can hold a neighborhood meeting as well as the latest possible date. Let me know if you have any questions and feel free to call me back if you need anything else.

Best Regards,
Payton W. Rogers, CAPZO
Planner II

Planning & Zoning

BUILD **MOBILE**

payton.rogers@cityofmobile.org

(251) 208-7092 direct





Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by NOON on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	David Crawford	
Firm:	McFadden Engineering Inc.	
Phone:	251-470-6870	
Email:	dcrawford@mcfaddenengineering.com	
Address:	2860 Dauphin Street Suite #D	Mobile, AL 36606

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	Father James Zoghby	
Firm:	—	
Phone:	251-421-1135	
Email:	cccmobile@aol.com	
Address:	151 DuRhu Dr. Mobile, AL 36608	

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

Property Address	59 Hillcrest Rd. Mobile, AL 36608	Property Area (acres or square feet)	0.8878 acres
Parcel Number(s) or Key Number(s)	2805212000006		
Present Zoning or Transect District	R-1	Proposed Zoning or Transect District (if applicable)	B-2

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature



Applicant or Agent Signature (if applicable)

Date

2/15/2024

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.



Applicant or Agent Signature

Date

2/15/2024

Contact Sheet

RE: Rezoning at 59 Hillcrest Road Mobile, AL 36608

David Crawford

2860 Dauphin Street Suite# D Mobile, AL 36606

251-470-6870

Authorization to Submit Zoning and Subdivision Applications

I, ,
JAMES F ZOGHBY (Jun 25, 2021 14:24 CDT), authorize McFadden Engineering to
submit Zoning and Subdivision Applications on my behalf for Parcel Number 2805212000006.

Authorization to Submit Zoning and Subdivision Applications

Final Audit Report

2021-06-25

Created:	2021-06-25
By:	Elizabeth Ruland (eruland@mcfaddenengineering.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI6CHapqkURHBYOSRZmxVJYsrXdzEUzr9

"Authorization to Submit Zoning and Subdivision Applications" History

 Document created by Elizabeth Ruland (eruland@mcfaddenengineering.com)

2021-06-25 - 6:57:29 PM GMT - IP address: 173.12.152.34

 Document emailed to JAMES F ZOGHBY (cccmobile@aol.com) for signature

2021-06-25 - 6:58:25 PM GMT

 Email viewed by JAMES F ZOGHBY (cccmobile@aol.com)

2021-06-25 - 7:08:14 PM GMT - IP address: 174.203.34.28

 Document e-signed by JAMES F ZOGHBY (cccmobile@aol.com)

Signature Date: 2021-06-25 - 7:24:37 PM GMT - Time Source: server- IP address: 174.203.34.28

 Agreement completed.

2021-06-25 - 7:24:37 PM GMT

UNIVERSITY OF SOUTH ALABAMA C/O
USA PROPERTIES
775 N UNIVERSITY BLVD
SUITE 150
MOBILE, AL 36608

LASSITER HOLDINGS LLC
4607 AVENUE C
ORANGE BEACH, AL 36561

TWIN OAKS ASSOCIATES LLC
15 RIDGE PIKE S
SUITE 200
CONSHOHOCKEN, PA 19428

RASP LLC
PO BOX 1967
MOBILE, AL 36633

WAYNE B LUM
1432 REGAL OAKS CT
MOBILE, AL 36609

UNIVERSITY OF SOUTH ALABAMA
FEDERAL CREDIT UNION
103 HILLCREST RD
MOBILE, AL 36608

CROWN CASTLE GT COMPANY LLC
PMB 353
4017 WASHINGTON RD
MCMURRAY, PA 15317

ROSA MAE WALLACE - LIFE ESTATE
C/O R W WALLACE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

6401 OLD SHELL ROAD LLC
1189 POST ROAD
SUITE 3B
FAIRFIELD, CT 06824

MAURICE A JR & GORDON MOCK
5329 BAY DR
ORANGE BEACH, AL 36561

UNITARIAN FELLOWSHIP OF MOBILE
6345 OLD SHELL RD
MOBILE, AL 36608

GEORGE E JENSEN CONTRACTOR
PO BOX 7037
MOBILE, AL 36670

OLD SHELL USA
C/O JAMES GRANT
7620 WINDING CYPRESS DR
NAPLES, FL 34114

ROSA MAE WALLACE - LIFE ESTATE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

James Zoghby
151 DuRhu Dr.
Mobile, AL 36608

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

See attached

Mixed Commercial Corridor

Future Land Use Map (FLUM) Designation

B-2

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

See attached

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

See attached

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

See attached

2. Describe the surrounding land uses.

See attached

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

See attached

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

See attached

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

See attached

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Checklist B – Additional Information

A. Justification for the Proposed Amendment

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

This rezoning is aligned with the comprehensive plan for Mobile to expand opportunities for economic development and accelerated growth. The proposed rezoning is located on a valuable piece of real estate that provides eligibility to open and operate a business that will advance the “strategic infill and redevelopment” principle within the comprehensive plan. This property is a comparable candidate to the mix use principle as well as focusing on the development of vacant properties for other uses.

2. Was there a mistake or error in the original zoning map?

There was no mistake with the original zoning map. The property was originally zoned as B-1. The owner of the property intended to build a home on the property and went through the process of rezoning to R-1. The owner’s plan to build a single-family residence on the property has been halted, and now the owner wishes to rezone the property to a B-2 designation with the intention of selling the property for future development. The current surrounding uses of properties near the subject property align more with commercial development than residential. Therefore, the request is being made to change the zoning to B-2 for this purpose.

3. Describe how this proposal promotes the community’s health, safety, and welfare.

The proposed rezoning will allow eligibility for a business to be established within the area that could improve the quality of life for the surrounding citizens. Although the potential type of business or commercial development has not been determined, it is envisioned that this development would create jobs and opportunities for citizens in the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The property was originally zoned as B-1. The owner of the property had intentions of building a single-family residence on the property and went through the process of rezoning the property to R-1 in 2021. The owner’s plan to build a single-family residence on the property has been halted, and now the owner wishes to rezone the property to a B-2 designation with the intention of selling the property for future development.

B. Site and Neighborhood Compatibility

1. Describe the current development trends in the area of the property.

The surrounding areas are predominately zoned B-2 and provide miscellaneous services to the high traffic area near the intersection of Hillcrest Road and Old Shell Road. There is also increased traffic counts and development opportunities from the continued growth seen by the University of South Alabama, with the main campus being located to the northeast of the subject property. There are a number of residential properties to the south and southeast of the subject property, but property closer to the intersection Hillcrest and Old Shell is commercial in nature.

2. Describe the surrounding land uses.

The property is located just south of the intersection of Hillcrest Road and Old Shell Road southwest of the University of South Alabama campus. Currently, Bebo's Express Carwash operates directly to the north and Hero's Bar and Grill operates directly across the street to the west. There are numerous lots across the street to the west that are zoned B-2 as well. To the south, on the same side of Hillcrest Road, there is the University of South Alabama Federal Credit Union, West Mobile Church of Christ, and USA Emergency Health.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

No adverse impacts to the community are noted at this time.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

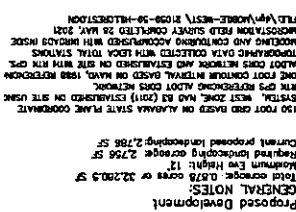
The site has been graded as proposed in the previous rezoning application. All major utilities including power, water, sewer, gas, and communication lines are available at Hillcrest Road. This allows parties interested in purchasing the property to have at the resources needed to establish a business this location.

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

The proposal to rezone the property to B-2 allows for more business to expand to the area which in turn will provide more jobs for the citizens of Mobile. The B-2 zoning allows for venues such as retail stores, restaurants, and many other types of businesses to be developed on the subject property. The rezoning of this property will allow for the ultimate development of this property, providing the opportunities for additional businesses to move into this growing area as well as providing jobs for the community during construction and once the development is completed.

Application Description
59 Hillcrest Road
Parcel Number: 2805212000006

The property is located on the southeast corner of Old Shell Road and Hillcrest Road, across from South Alabama's campus. The subject property is currently a vacant, graded lot with fresh grass across the site. Originally, Mr. Zoghby was planning to build a single-family home on the property but has decided against that and desires to rezone the property back to B-2 prior to listing the property for sale. Site improvements include tree removal, grading of the site, and seeding with grass. Once the zoning change takes place, the owner plans to move forward the sale of the property. It is expected that this will occur as soon as the rezoning is accepted.



NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?



4/11/2024

Zoghby Rezoning Neighborhood Meeting

Attendee	Date Address	Signature
Brad Newton	McFadden Engineering 2800 Dauphin Street Suite D. Mobile, AL 36606	Brad Newton



March 28, 2024

RE: Neighborhood Meeting Notice
Rezoning Application
59 Hillcrest Road
Mobile, Alabama 36608

To Whom It May Concern:

Please allow this letter to serve as official notice that a neighborhood meeting will be held at the Mobile Public Library located at 5555 Grelot Road Mobile, AL 36609 on April 11, 2024, at 4:00 PM to discuss future development plans for property owned by Father James Zoghby located at 59 Hillcrest Road in Mobile, Alabama.

The entrance lobby office will serve as the meeting area. The meeting will provide details regarding the application being submitted to the City of Mobile to rezone the property from R-1 to B-2. Interested parties should plan to attend to receive additional information about the rezoning application and future use of the property.

Sincerely,

McFadden Engineering, Inc.

David Crawford
Project Engineer

UNIVERSITY OF SOUTH ALABAMA C/O
USA PROPERTIES
775 N UNIVERSITY BLVD
SUITE 150
MOBILE, AL 36608

LASSITER HOLDINGS LLC
4607 AVENUE C
ORANGE BEACH, AL 36561

TWIN OAKS ASSOCIATES LLC
15 RIDGE PIKE S
SUITE 200
CONSHOHOCKEN, PA 19428

RASP LLC
PO BOX 1967
MOBILE, AL 36633

WAYNE B LUM
1432 REGAL OAKS CT
MOBILE, AL 36609

UNIVERSITY OF SOUTH ALABAMA
FEDERAL CREDIT UNION
103 HILLCREST RD
MOBILE, AL 36608

CROWN CASTLE GT COMPANY LLC
PMB 353
4017 WASHINGTON RD
MCMURRAY, PA 15317

ROSA MAE WALLACE - LIFE ESTATE
C/O R W WALLACE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

6401 OLD SHELL ROAD LLC
1189 POST ROAD
SUITE 3B
FAIRFIELD, CT 06824

MAURICE A JR & GORDON MOCK
5329 BAY DR
ORANGE BEACH, AL 36561

UNITARIAN FELLOWSHIP OF MOBILE
6345 OLD SHELL RD
MOBILE, AL 36608

GEORGE E JENSEN CONTRACTOR
PO BOX 7037
MOBILE, AL 36670

OLD SHELL USA
C/O JAMES GRANT
7620 WINDING CYPRESS DR
NAPLES, FL 34114

ROSA MAE WALLACE - LIFE ESTATE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

JAMES ZOGHBY
6300 McKENNA DR
MOBILE, AL 36608

Minutes from Public Meeting – April 11, 2024

Meeting Location: Mobile Public Library – Meeting Room
5555 Grelot Road
Mobile, Alabama 36609

Zoghby Property Rezoning Request

Subject Property Address: 59 Hillcrest Road

Mr. Brad Newton, P.E. representing McFadden Engineering, Inc. (MEI), consulting engineer for Father James Zoghby, owner of the property located at 59 Hillcrest Road, called the meeting to order at 4:00 pm.

A conceptual layout for the development of the property once the zoning is changed from R-1 to B-2 and an application description describing the owner's future intentions for the property were made available to the public.

No one from the community attended the meeting.

Mr. Newton was present in the meeting room during the designated time provided to the community. The meeting was adjourned at 5:00 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brad Newton", with a stylized flourish at the end.

Brad Newton, P.E.
McFadden Engineering, Inc.

Application Description
59 Hillcrest Road
Parcel Number: 2805212000006

The property is located on the southeast corner of Old Shell Road and Hillcrest Road, across from South Alabama's campus. The subject property is currently a vacant, graded lot with fresh grass across the site. Originally, Mr. Zoghby was planning to build a single-family home on the property but has decided against that and desires to rezone the property back to B-2 prior to listing the property for sale. Site improvements include tree removal, grading of the site, and seeding with grass. Once the zoning change takes place, the owner plans to move forward the sale of the property. It is expected that this will occur as soon as the rezoning is accepted.

CONCEPT PLAN
59 HILLCREST ROAD

18482

HILLCREST ROAD - 100' R/W

ADJACENT

ADJACENT

ADJACENT

ADJACENT

ADJACENT

ADJACENT

ADJACENT

ADJACENT

ADJACENT

R022805212000004.000
MOCK MAURICE A JR

LOT A

MOCK SUBDIVISION
MAP BOOK 131, PAGE 116

R022805212000003.000
LASSITER HOLDINGS LLC

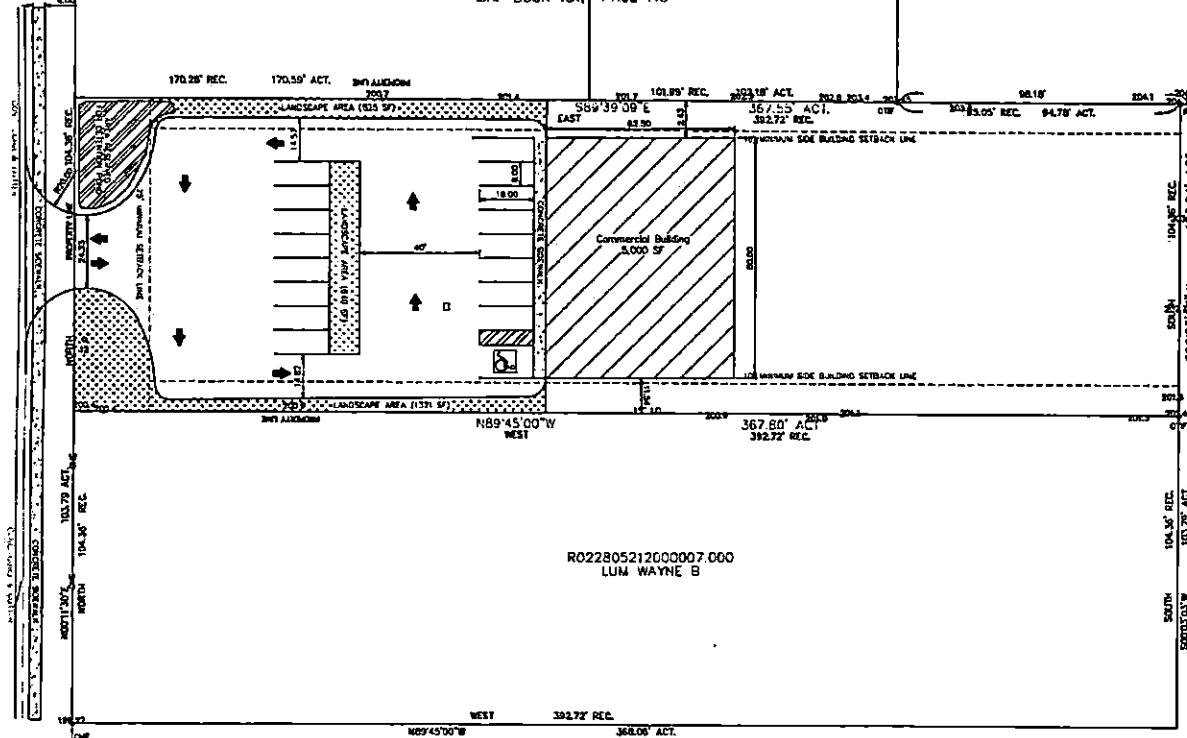
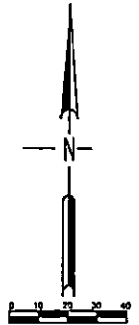
LOT B

R022805212000002.000
OLD SHELL USA

R022805212000022.000
UNITARIAN FELLOWSHIP OF

Proposed Development
GENERAL NOTES:
Total coverage: 0.878 acres or 32,280.5 SF
Maximum Elev. Height: 12'
Required landscaping coverage: 2,758 SF
Current proposed landscaping: 2,758 SF

150 FOOT OPS BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (2011) ESTABLISHED ON SITE USING ROK GPS MEASURING ADJUT CORP METHOD.
ONE FOOT CONTOUR INTERVAL BASED ON NAD83 1985 MEASUREMENT ADJUT CORP METHOD AND ESTABLISHED ON SITE WITH ROK GPS TOPOGRAPHIC DATA COLLECTED WITH LEICA TOTAL STATION. MODELING AND CONTOURING ACCOMPISHED WITH HPCAD. MOORE MICROSTATION FIELD SURVEY COMPLETED 23 MAY, 2021.
FILE: \\MOBILE-WEST\21250-08-HILLCREST.DGN



REVISION	DESCRIPTION	DATE	SEAL	PROJECT NAME	PROJECT No.	REVISION
				Zaphyr Property	200002	
				CONCEPT PLAN	SCALE:	TITLE:
					1"=40'	Concept Plan
				DESIGNED BY:	DRAWN BY:	DATE CREATED:
				JAN	JAN	
				CHECKED BY:	APPROVED BY:	SHEET #:
						1 of 1

McFADDEN ENGINEERING, INC.
CIVIL & ENVIRONMENTAL CONSULTANTS
2550 CAUTION STREET, SUITE D
MOBILE, ALABAMA 36608
PH. (251) 470-6870 FAX (251) 470-6872



Agenda Item # 6

ZON-UDC-002843-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

59 Hillcrest Road

Applicant / Agent:

Brad Newton, P.E., McFadden Engineering, Inc.

Property Owner:

John and James Boudreaux

Current Zoning:

R-1, Single Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

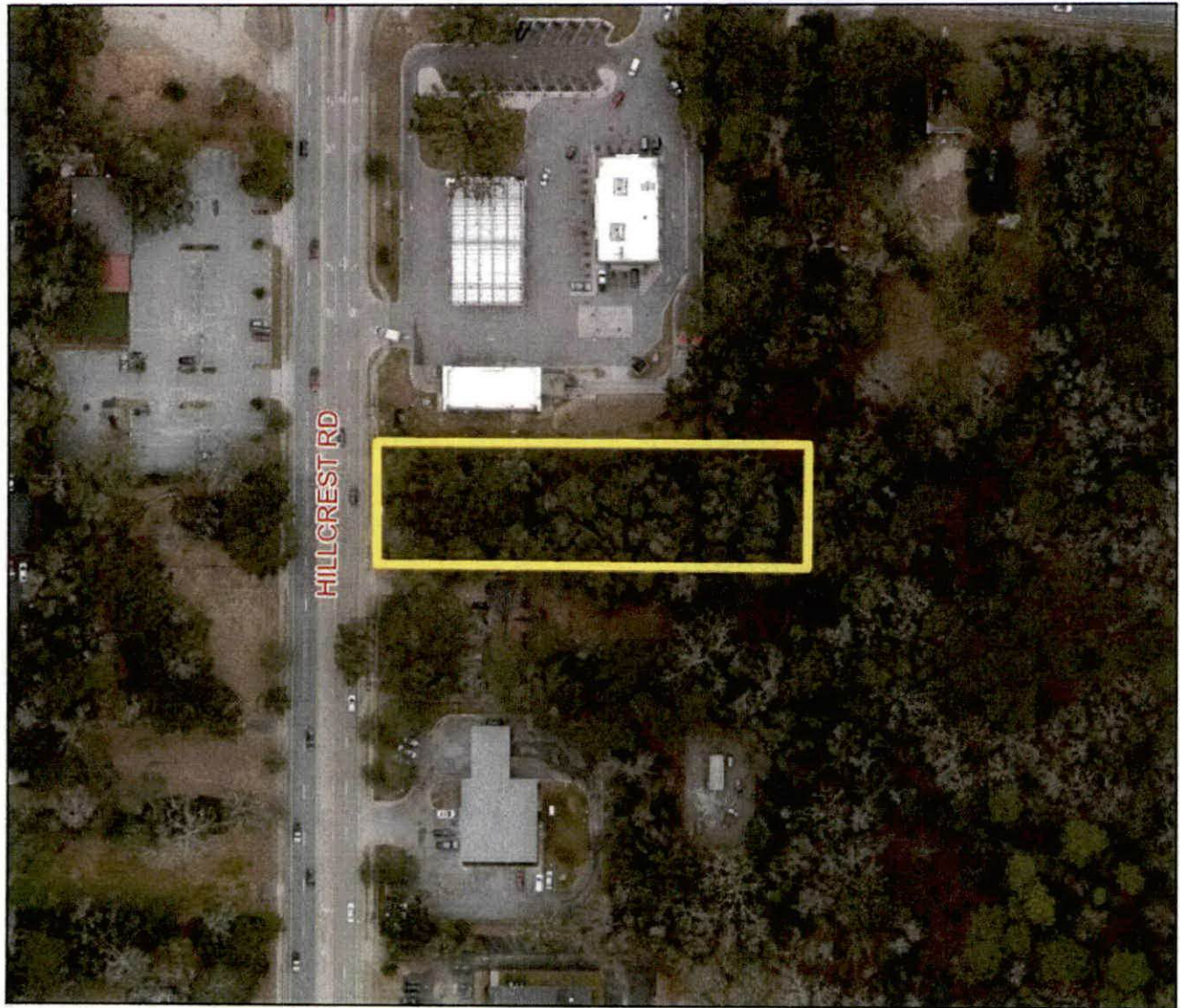
Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units and residential units.

APPLICATION NUMBER	6	DATE	May 16, 2024
APPLICANT	Brad Newton, P.E., McFadden Engineering, Inc.		
REQUEST	Rezoning from R-1 to B-2		



SITE HISTORY

The subject site first came before the Planning Commission at its August 22, 1991 meeting, where the property was rezoned from R-1, Single-Family Residential District to B-2, Neighborhood Business District. Then at its October 17, 1991 meeting, the Planning Commission granted a Planning Approval to allow a self-storage facility in a B-2 zoning district. The self-storage facility was never constructed.

At the Planning Commission's August 19, 2021 meeting, a one (1) lot Subdivision was approved, and a rezoning for the property from B-2, Neighborhood Business District to R-1, Single-Family Residential District was subsequently approved by the City Council. The Subdivision was recorded in Probate Court.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p.

1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District.

The site abuts a property to the North that is currently zoned B-2, and is developed with a gas station and car wash as well as a property zoned R-1 and is developed with a dwelling; to the South, an R-1 property developed with a dwelling; to the East, an R-1 property developed with a church; and to the West, by undeveloped B-2 property.

The site plan provided with the rezoning application depicts a commercial building with associated parking. While full compliance with development standards set forth in Article 3 are not depicted, the proposed development will require full compliance with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - o The current development trends, if any, in the vicinity of the subject property;
 - o Surrounding land uses;
 - o Would adversely impact neighboring properties; or
 - o Cause a loss in property values.
- D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

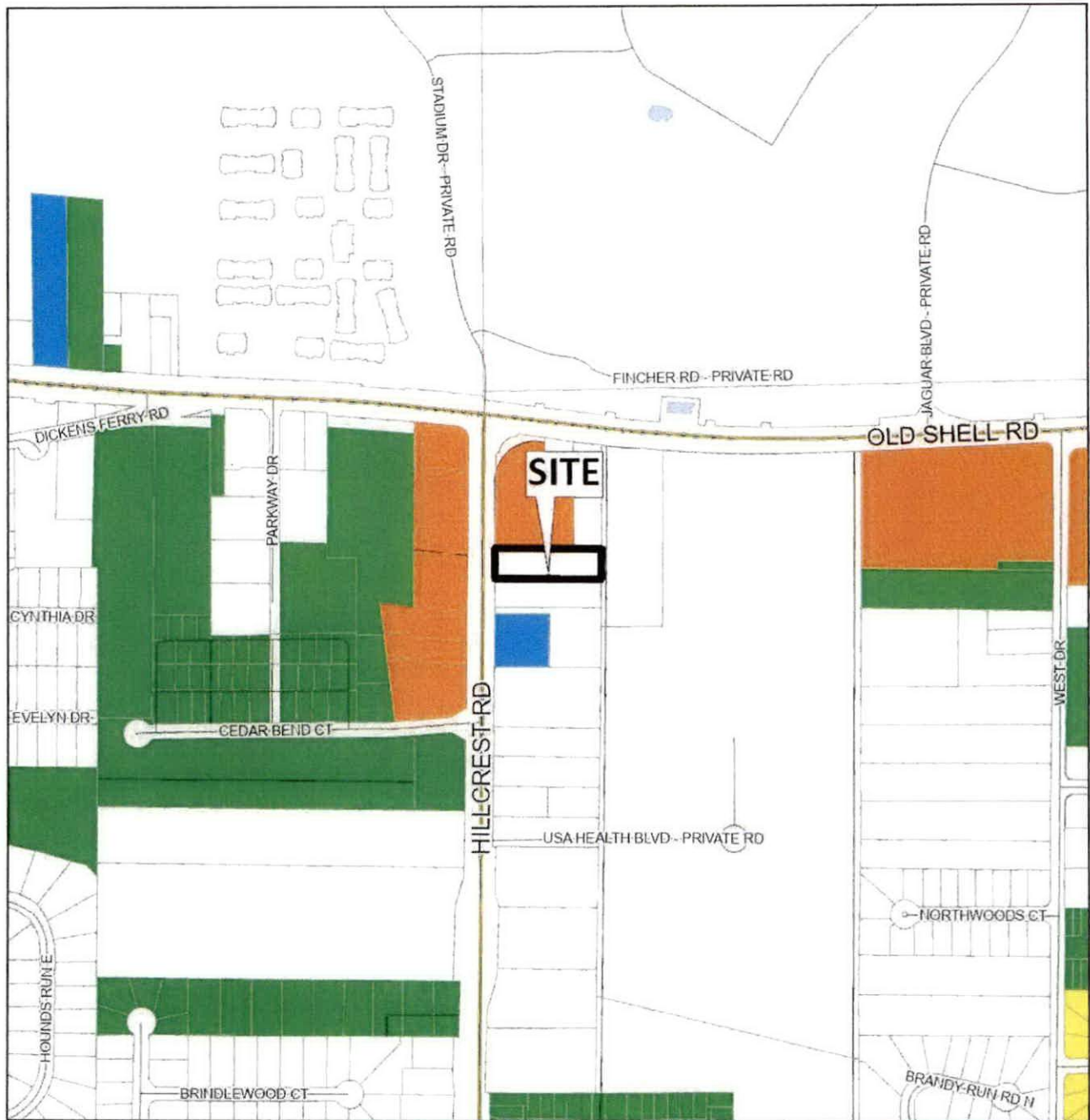
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE May 16, 2024

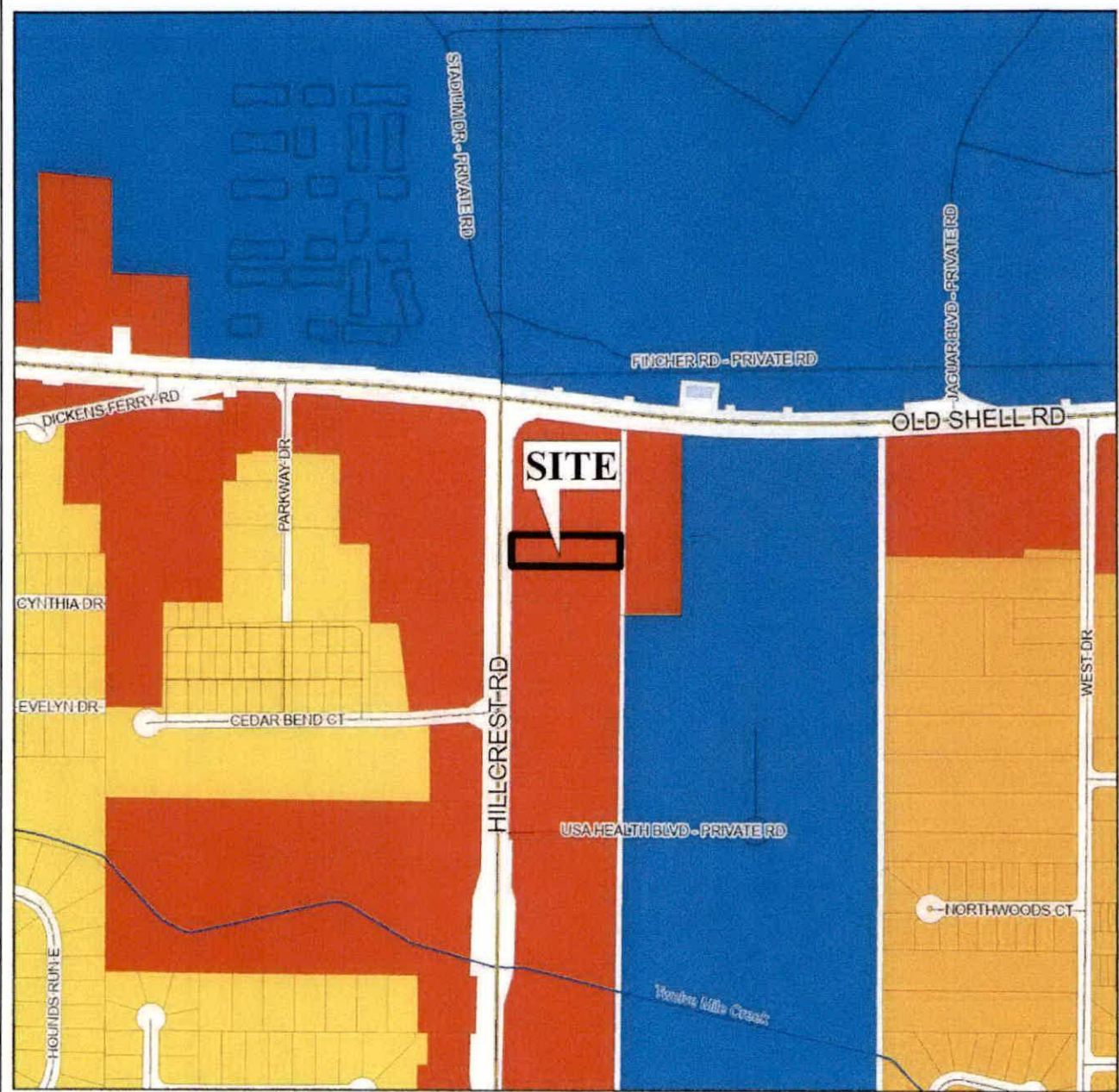
APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

REQUEST Rezoning from R-1 to B-2



NTS

FLUM LOCATOR MAP



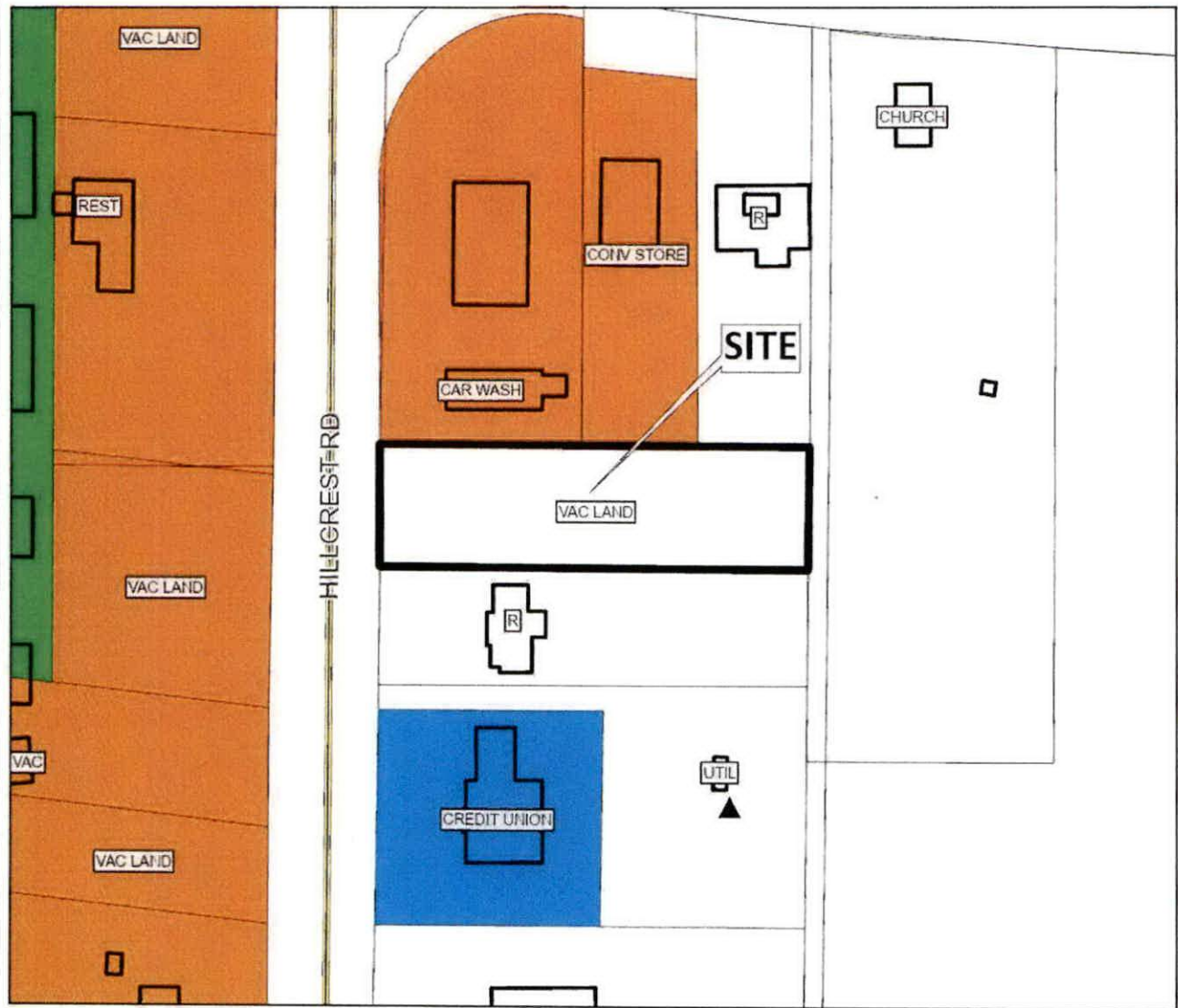
APPLICATION NUMBER 6 DATE May 16, 2024
APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.
REQUEST Rezoning from R-1 to B-2

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units and residential units.

APPLICATION NUMBER 6 DATE May 16, 2024

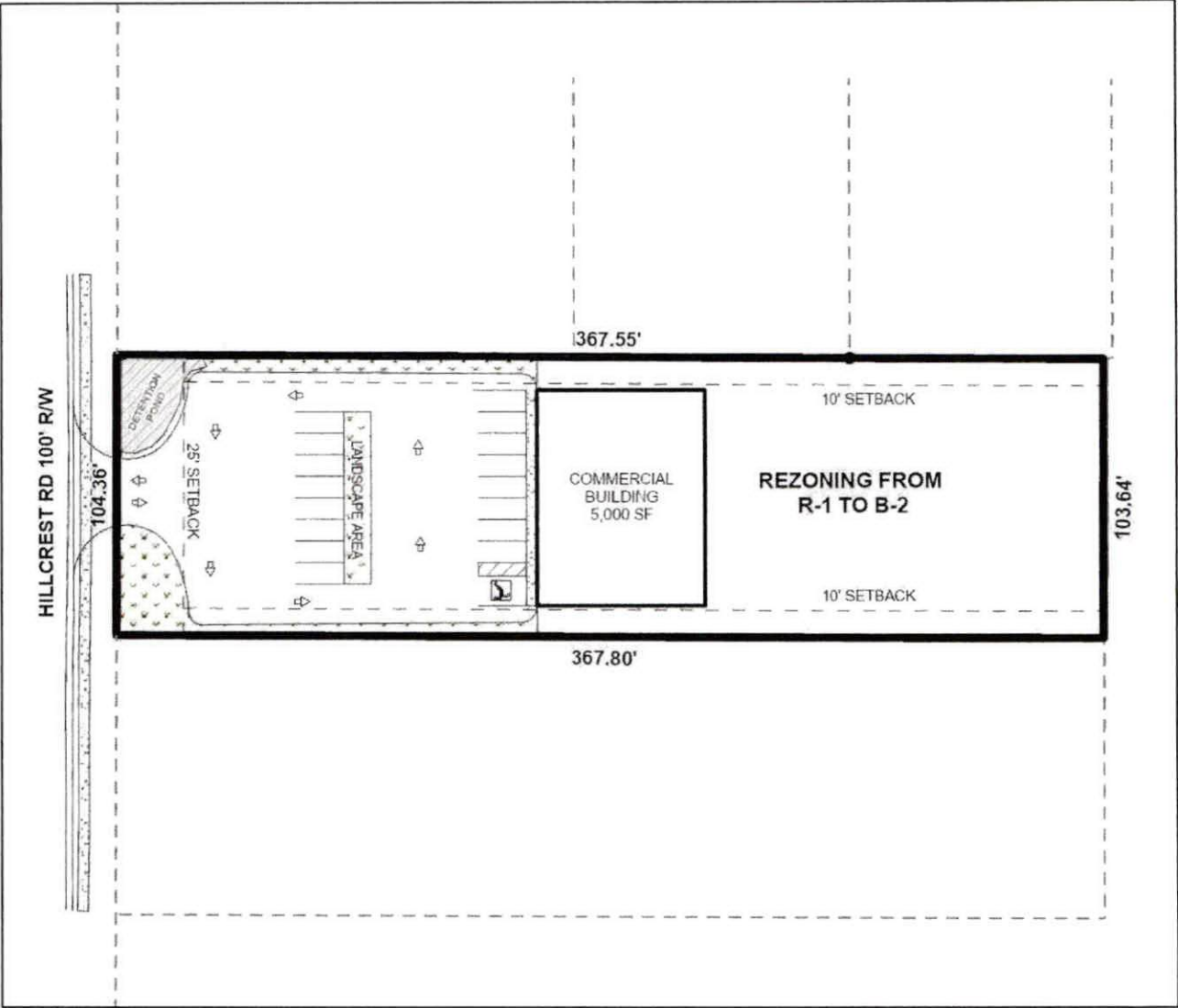
APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

REQUEST Rezoning from R-1 to B-2

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

N
NTS

SITE PLAN



The site plan illustrates the proposed building, parking, and setbacks.

APPLICATION NUMBER	6	DATE	May 16, 2024	N  NTS
APPLICANT	Brad Newton, P.E., McFadden Engineering, Inc.			
REQUEST	Rezoning from R-1 to B-2			

ZONING DISTRICT CORRESPONDENCE MATRIX											
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRIAL (HI)
RESIDENTIAL - AG	R-A										
ONE-FAMILY RESIDENCE	R-1	■				■		■			
TWO-FAMILY RESIDENCE	R-2	■				■		■			
MULTIPLE-FAMILY	R-3	○	■			■	■				
RESIDENTIAL-BUSINESS	R-B		○			■		■			
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■			
HISTORIC BUSINESS	H-B			■		■		■			
VILLAGE CENTER	TCD					■	■				
NEIGH. CENTER	TCD					■	■				
NEIGH. GENERAL	TCD					■					
DOWNTOWN DEV. DDD	T-6			■							
DOWNTOWN DEV. DDD	T-5.1			■		■		□			
DOWNTOWN DEV. DDD	T-5.2			■		■		□			
DOWNTOWN DEV. DDD	T-4			■		■		□			
DOWNTOWN DEV. DDD	T-3			■		■					
DOWNTOWN DEV. DDD	SD-WH								○	○	
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○	○	
BUFFER BUSINESS	B-1		□			□	■	■	■		
NEIGH. BUSINESS	B-2		○			□	■	■	■		
LIMITED BUSINESS	LB-2		○			□	■	■	■		
COMMUNITY BUSINESS	B-3				■			■			
GEN. BUSINESS	B-4			■				■			
OFFICE-DISTRIBUTION	B-5							■	■		
LIGHT INDUSTRY	I-1									■	
HEAVY INDUSTRY	I-2										■

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

R E S O L U T I O N

Sponsored by: Mayor Stimpson

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 U.S. Department of Justice (DOJ), grant assistance in the amount of \$300,000.00 in support of the FY 2024 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative. There is no match requirement.

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 U.S. Department of Justice (DOJ). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

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.

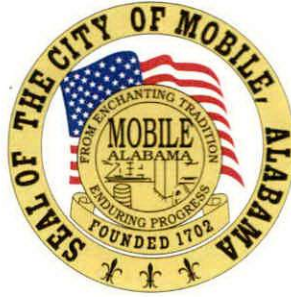
Type of application: Retail Beer and Table Wine (Off Premises Only)

Submitted by: WAWA ALABAMA LLC

Location: WAWA 5800
7095 Cottage Hill Road
Mobile, AL 36695

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA G. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/08/2024	NEW APPLICATION	2024 - 5665	129233	6	July 23, 2024

**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

WAWA ALABAMA LLC

Trade Name (DBA)

WAWA 5800

Location Address

7095 COTTAGE HILL ROAD

City, State, Zip Code

MOBILE AL 36695

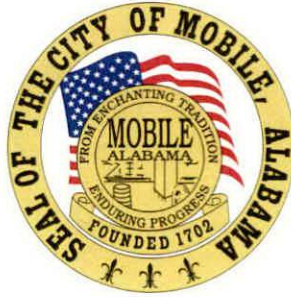
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
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VICE PRESIDENT - DISTRICT 7
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CITY CLERK

LISA C. LAMBERT

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

WAWA ALABAMA LLC

Trade Name (DBA)

WAWA 5800

Location Address

7095 COTTAGE HILL ROAD

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: July 16, 2024

Re: Application # 5665 / 7095 Cottage Hill Rd.

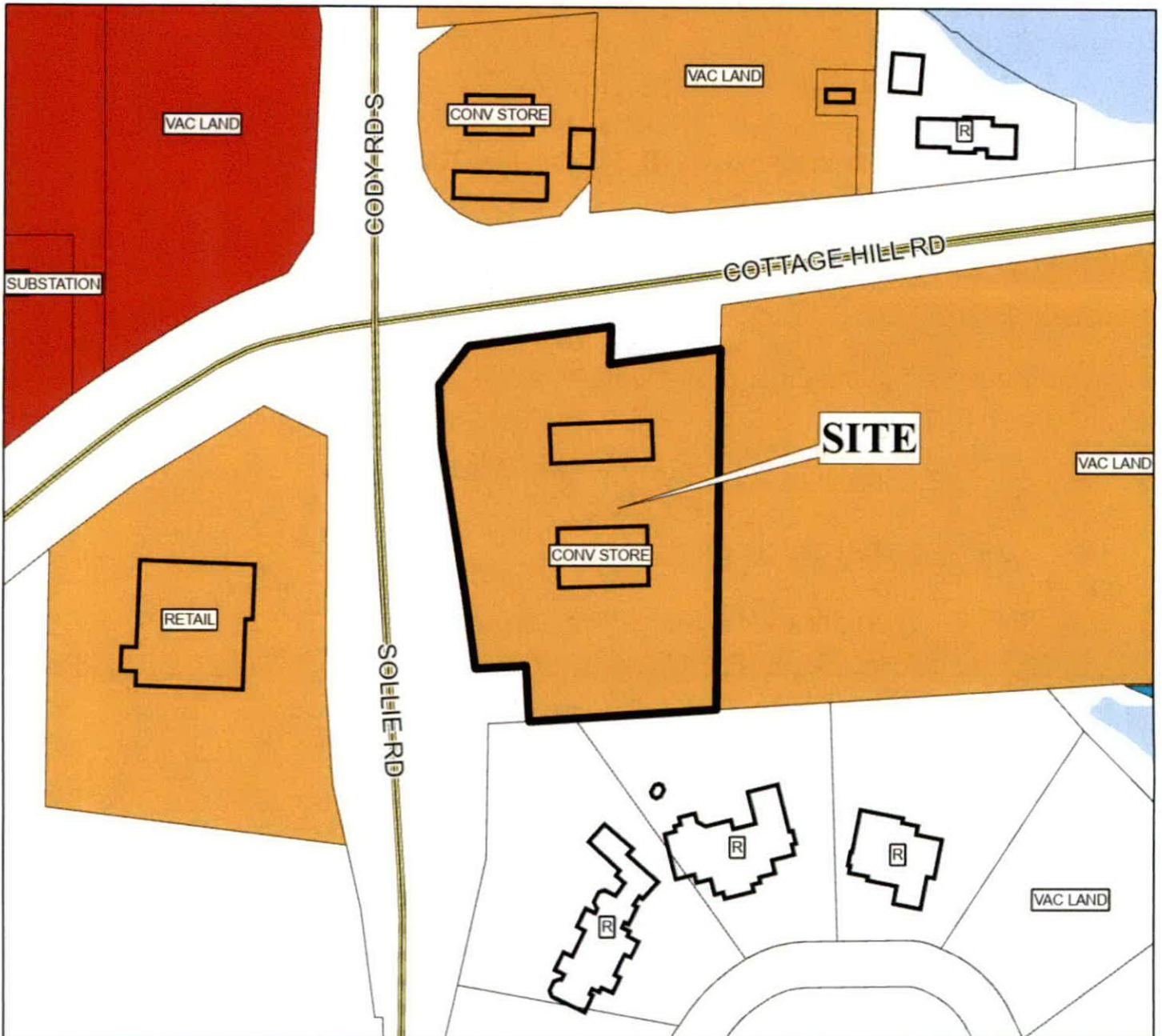
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5665 DATE 7/23/2024
 APPLICANT WAWA ALABAMA LLC
 LOCATION 7095 COTTAGE HILL RD
 REQUEST ALCOHOLIC BEVERAGE LICENSE



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 Alcoholic Beverage License Application

Application Date 07/09/2024	Application Type NEW APPLICATION	Application Number 2024 - 5665	License Account # 129233	Council District 6	Council Agenda Date July 23, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name WAWA ALABAMA LLC			Trade Name (DBA) WAWA 5800		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/10/2021	SOS Entity ID 000-961-552	State DE	County
Federal Tax ID (FEIN) 87-3917191	Alabama State Sales Tax ID R011473794	Business Phone Number (251) 355-4400			
Physical Address (Street Address, Suite #) 7095 COTTAGE HILL ROAD		City MOBILE	State AL	Zip Code 36695	
Mailing Address (Street Address, Suite #, PO Box)		City WAWA	State PA	Zip Code 19063	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name KATHERINE O'DONNILEY	Title	POA NO	Phone	Email KATHERINE@KODLEGAL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name WAWA ALABAMA LLC			Property Owner Phone Number (610) 358-8763	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 260 WEST BALTIMORE PICK			City WAWA	State PA	Zip Code 36695
Bldg Square Footage 6,119	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

City of Mobile 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) POPLAWSKI, JOHN MATTHEW				Title VICE PRESIDENT		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?							
NO	If Yes, Law Violation:	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
	WAWA ALABAMA LLC	WAWA 5801	18968 GREENO ROAD FAIRHOPE 36532				
Full Name (Last, First, Middle) SCHALLER, BRIAN ANTHONY				Title VICE PRESIDENT		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code 36608
Date of Birth 5	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation:	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
	WAWA ALABAMA LLC	WAWA 5801	18968 GREENO ROAD FAIRHOPE 36532				
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) WEAVER III, HARRY CLEMMONS				Title CPM		Date of Birth	
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							

ABC Application 2

Applicant/POA Initials HAW

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)	
ECKHARDT, MICHAEL JOHN		VICE PRESIDENT / SEC			
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?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	WAWA ALABAMA LLC	WAWA 5801	18968 GREENO ROAD FAIRHOPE 36532		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
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	
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)		
Additional State of Alabama ABC License(s) not yet listed on Application					
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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

Harry C Weaver III

7/9/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

Blag C. Weaver POA

C.P.M.

Sworn to and subscribed before me this 9 day of July 20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcohol 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 advertising 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:

WAWA ALABAMA LLC dba **WAWA 5800**
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)
7095 COTTAGE HILL ROAD, 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 Tuesday
July 23, 2024

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(s) 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.

Applicant/POA Signature

Ray Cleave POA

Revenue Department Representative

R Shawn Skinner

CITY OF MOBILE
REVENUE DEPARTMENT

July 8, 2024



WAWA 5800

7095 COTTAGE HILL ROAD

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 129233 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1826873	12/2024	ALCOHOL APPLICATION FEE 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:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

07/09/2024 10:03AM SAVALIA G
041247-0001

BUSINESS LICENSE

WAWA ALABAMA LLC #5800

129233

2024 Item: 1826873

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****5275

Ref=295ddb03-dd19-4796-8315-544c2631d0cf

Auth=082489

Change due \$0.00

Paid by: WEAVER/HARRY



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc

**COPY OF
STATE ABC
APPLICATION PACKAGE
(submitted 6-6-24)**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240621112022980

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **WAWA 5800**

Filing Fee: \$100.00

Applicant: **WAWA ALABAMA LLC**

Transfer Fee:

Location Address: 7095 COTTAGE HILL RD MOBILE, AL 36695

Mailing Address: 260 W BALTIMORE PIKE WAWA, PA 19063

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01

Type Ownership: LLC

Book, Page, or Document info: 961 552

Do you sell Draft Beer?:

Date Incorporated: 09/10/2021 State incorporated: DE County Incorporated: NEW CASTLE

Date of Authority: 12/1/2021

Federal Tax ID: 87-3917191

Alabama State Sales Tax ID: R011473794

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN MATTHEW POPLAWSKI	VICE PRESIDENT		
BRIAN ANTHONY SCHALLER	VICE PRESIDENT		
MICHAEL JOHN ECKHARDT	VICE PRESIDENT SECRETARY		

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

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: KATHERINE O'DONNILEY

Business Phone: 813-344-1820

Fax:

Home Phone: _____

Cell Phone: _____

E-mail: KATHERINE@KODLEGAL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240621112022980

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

Name of Property owner/lessor and phone number: WAWA ALABAMA LLC 610-358-8763

What is lessors primary business? CONVENIENCE STORES

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 6119

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 1

Nearest: 1

Nearest school:

Nearest church:

Nearest residence: 1 blocks

Location is within: CITY LIMITS

Police protection: CITY

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)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240621112022980



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

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?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: OTHER
CONVENIENCE STORES

Is there any further interest in, or connection with, the licensee's business by the
lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240621112022980

Initial each

KOD

In reference to law violations, I attest to the truthfulness of the responses given within the application.

KOD

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

KOD

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.

KOD

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.

XXXXX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXXXX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

KOD

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.

KOD

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.

KOD

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): Katherine O'Donniley

Signature of Applicant:

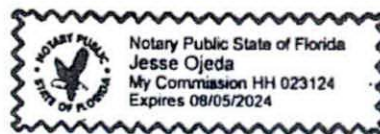
KOD

Notary Name (print):

JESSE OJEDA

Notary Signature:

Jesse Ojeda



Commission expires:

08-05-2024

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:

PROOF OF CITIZENSHIP

**Driver's licenses
Passports/Birth Certificates
OF
BOARD OF DIRECTORS**

**NO PERSON OWNS MORE THAN 10% OF
WAWA, INC (THE 100% OWNER OF
WAWA ALABAMA, LLC)**

FBI BACKGROUND CHECKS
(Wawa Alabama, LLC is NOT publicly traded)

WAWA ALABAMA, LLC

BOARD OF DIRECTORS

As of January 31, 2024, listed below are the members of Wawa's Board of Directors:

Thomas W. Rachubinski

Michael J. Eckhardt

M. Preston Hawkins

Brian Schaller

John Poplawski

Tara Gibbons

Carolyn Maddaloni

Mobile, Alabama Alcohol License Application

Officers Continued

Full Name: Poplawski, John, Matthew

Title: Vice President

DOB:

SSN:

Drivers License:

Home Address:

Contact number:

Email: john.m.poplawski@wawa.com

Full Name: Maddaloni, Carolyn, Jane

Title: Assistant Secretary

DOB:

SSN:

Driver's License:

Home Address:

Contact number:

Email: carolyn.maddaloni@wawa.com

Full Name: Gibbons, Tara, Lindsay

Title: Assistant Secretary

DOB:

SSN:

Driver's License:

Home Address:

Contact number:

Email: tara.gibbons@wawa.com

Full Name: Hawkins, Marion, Preston, III

Title: Treasurer and Assistant Secretary

DOB:

SSN:

Driver's License:

Home Address:

Contact number:

Email: preston.hawkins@wawa.com



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-19-2024

MICHAEL J ECKHARDT
602 PATRIOT LANE PHOENIXVILLE
PA 19460 USA

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

MICHAEL J ECKHARDT

Search Completed Result

02-19-2024

E2024050000000164952

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

**POWER OF ATTORNEY
COPY OF DRIVER'S LICENSE**



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-13-2024

BRIAN ANTHONY SCHALLER
3211 GREYSTONE DRIVE GARNET VALLEY
PA 19060 USA

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

BRIAN ANTHONY SCHALLER

Search Completed Result

02-13-2024

E2024044000000229859

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number: --

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

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Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-07-2024

JOHN MATTHEW POPLAWSKI
409 BARNSGATE DRIVE COCHRANVILLE
PA 19330 USA

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

JOHN MATTHEW POPLAWSKI

Search Completed Result

02-07-2024

E2024038000000231306

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, John M. Poplawski, as a Vice President of Wawa Alabama, LLC, a Delaware limited liability company, the undersigned, do hereby grant a limited and specific power of attorney to Harry Weaver, as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

All acts required and related to alcohol licensing and tobacco licensing for stores for Wawa Alabama, LLC, located in Alabama, specifically related to delivery and signing of the local application and the authority to pick up the approval letters once released by local jurisdictions.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 12th day of June, 2024.


Signature

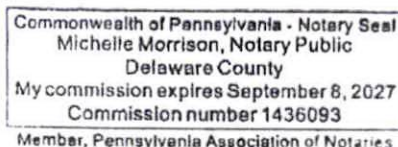
State of Pennsylvania

County of Delaware

I, Michelle Morrison, a notary public, hereby certify that John M. Poplawski, as a Vice President of Wawa Alabama, LLC, a Delaware limited liability company, personally appeared and who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Given under my hand this 12th day of June 2024.

(Seal)




Notary Public

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, John Poplawski, as Vice President of Wawa Alabama, LLC, the undersigned, do hereby grant a limited and specific power of attorney to Katherine O'Donniley, of 3225 S. MacDill Ave, Ste. 129-284, Tampa, FL 33629, as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

All acts required and related to alcohol licensing and tobacco licensing for Wawa stores located in Alabama that are licensed under the applicant name Wawa Alabama, LLC.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 11th day of March, 2024.


Signature

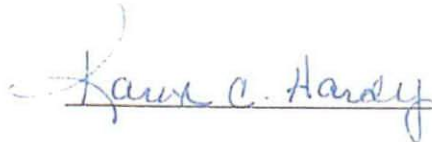
State of Pennsylvania
County of Delaware

I, Karon C Hardy, a notary public, hereby certify that John Poplawski, as Vice President of Wawa Alabama, LLC, personally appeared and who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Given under my hand this 11th day of March, 2024.

(Seal)

Notary Public



Commonwealth of Pennsylvania - Notary Seal
Karon C. Hardy, Notary Public
Delaware County
My Commission Expires September 19, 2027
Commission Number 1066747

CORPORATE DOCUMENTS
WAWA ALABAMA, LLC

- **Certificate to do Business in Alabama**
 - **Certificate of Good Standing**
 - **Corporate Disclosure**
 - **Corporate officers**
 - **Operating Agreement**



Alabama Secretary of State



Wawa Alabama, LLC	
Entity ID Number	000-961-552
Entity Type	Foreign Limited Liability Company
Principal Address	260 West Baltimore Pike Wawa, PA 19063
Principal Mailing Address	260 West Baltimore Pike Wawa, PA 19063
Status	Exists
Place of Formation	Delaware
Formation Date	09/10/2021
Qualify Date	01/13/2022
Registered Agent Name	C T Corporation System
Registered Office Street Address	2 North Jackson Street, Suite 605 Montgomery, AL 36104
Registered Office Mailing Address	2 North Jackson Street, Suite 605 Montgomery, AL 36104
Nature of Business	
Doing Business in AL Since	12/01/2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/13/2022 Certificate of Formation 2 pgs.

[Browse Results](#)[New Search](#)

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 Wawa Alabama, LLC a
Delaware entity, qualified in the State of Alabama on January 13, 2022. The
Alabama Entity Identification number for this entity is 000-961-552. I further
certify that the records do not disclose that said qualification has been revoked,
cancelled or terminated.



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

01/30/2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", written over a horizontal line.

20240130000016216

Wes Allen

Secretary of State

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "WAWA ALABAMA, LLC" IS DULY FORMED
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS
OF THE TWENTY-NINTH DAY OF JANUARY, A.D. 2024..

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN
PAID TO DATE.



6227289 8300

SR# 20240270668

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 202686578

Date: 01-29-24

CORPORATE DISCLOSURE

Re: Wawa Alabama, LLC
260 West Baltimore Pike
Media, Pennsylvania 19063

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

Tara Gibbons, having been first duly sworn according to law, upon her oath deposes and hereby certifies that:

1. I am the Assistant Secretary of the above-mentioned corporation. I am fully familiar with the facts concerning the names of the stockholders and the percentage of the capital stock held by each stockholder in said corporation as of the date of the application of which this Corporate Disclosure form constitutes a part.

2. The following information is submitted knowing that the truthfulness of the statements contained herein will be relied upon in evaluating the application submitted by said corporation:

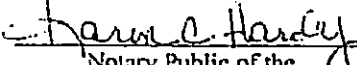
- | | | |
|----|---|---|
| A. | Name of Corporation: | Wawa Alabama, LLC |
| B. | Registered agent of Corporation: | C.T. Corporation,
Wilmington, DE 19801 |
| C. | Principal office of Corporation: | 260 W. Baltimore Pike
Media, PA 19063 |
| D. | Names of directors of the Corporation are as follows: | See attached. |
| E. | Names and addresses of the stockholders of the Corporation owning ten percent (10%) or more of stock of the Corporation and the approximate percentage held by each are as follows, as of September 20, 2023: | |

<u>Name of Stockholder</u>	<u>Percentage of Capital Stock Held</u>
Wawa, Inc.	100%

260 West Baltimore Pike
Media, PA 19063

IN WITNESS WHEREOF, the undersigned has executed this Corporate Disclosure as of the ____ day of January 2024.

Sworn and subscribed to before me
This 21st day of January 2024


Notary Public of the
Commonwealth of Pennsylvania


Tara Gibbons, Assistant Secretary

Commonwealth of Pennsylvania - Notary Seal
Karon C. Hardy, Notary Public
Delaware County
My Commission Expires September 19, 2027
Commission Number 1066747

Wawa Alabama, LLC



Wawa, Inc.

100%

The names and title of the officers of Wawa Alabama, LLC are listed below:

Corporate Officers

President	Thomas W. Rachubinski
Vice President and Treasurer	M. Preston Hawkins
Vice President and Secretary	Michael J. Eckhardt
Vice President	John M. Poplawski
Vice President	Brain A. Schaller
Assistant Secretary	Tara Gibbons
Assistant Secretary	Carolyn Maddaloni

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
WAWA ALABAMA, LLC
(A Delaware Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") of Wawa Alabama, LLC (the "Company"), is made as of December 1, 2021, by Wawa, Inc., a New Jersey corporation (the "Member") to establish and organize the Company. The Member, intending to be legally bound, hereby sets forth the terms of its agreement as to the affairs of the Company and the conduct of its business, as follows:

**ARTICLE 1
FORMATION, PURPOSE AND DEFINITIONS**

1.1 Establishment of Limited Liability Company. The Member hereby agrees to establish and organize the Company pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.), as heretofore or hereafter amended (the "Act"), upon the terms set forth in this Agreement. The Member is hereby admitted to membership in the Company and shall be the sole member of the Company.

1.2 Name. The Company intends to carry on a business for profit under the name "Wawa Alabama, LLC." The Company may conduct its activities under any other name designated by the Member. The Member shall be responsible for complying with any registration requirements in the event an alternate name is used.

1.3 Principal Place of Business of the Company. The principal place of business of the Company shall be located at such location in the State of Alabama as the Member, as a matter of discretion, may determine. The registered agent for the service of process and registered office of the Company shall be the person and location set forth in the Company's Certificate of Formation filed with the Office of the Secretary of State of the State of Delaware. The Member may, from time to time, change such registered agent and registered office, by appropriate filings as required by law.

1.4 Purpose. The Company's purpose shall be to engage in any business activity in which a limited liability company may engage under the Act.

1.5 Duration. Unless the Company shall be earlier terminated in accordance with Article 6, it shall continue in existence in perpetuity.

1.6 Other Activities of Member. The Member may engage in or possess an interest in other business ventures of any nature, whether or not similar to or competitive with the activities of the Company.

1.7 Federal Income Tax Status. The Company has been structured to be disregarded as an entity separate from the Member for federal income tax purposes.

1.8 Reorganization and Restructurings. The Company shall have the right and authority, with the consent of the Member, to reorganize and restructure as needed.

1.9 Qualification in other Jurisdictions. The Board of Directors or the officers designated by the Board of Directors shall have the authority to qualify the Company to do business in any foreign jurisdiction in which the conduct of the Company's business or the Company's ownership or leasing of property requires such qualification or makes such qualification, in the judgment of the Board, necessary or desirable.

ARTICLE 2 CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. The Member, as its contribution to the capital of the Company, will contribute \$15,000,000.00 to the Company in exchange for 100 units of membership interest in the Company, which represent all of the outstanding units of membership interest in the Company. The receipt by the Member from the Company of any distributions whatsoever (whether pursuant to Section 3.1 or otherwise and whether or not such distributions may be considered a return of capital) shall not increase the Member's obligations under this Section 2.1.

2.2 Additional Capital Contributions. The Member may, but shall not be required to, make additional capital contributions to the Company. For the avoidance of doubt, the Member shall not receive additional units of membership interest in the Company for such additional capital contributions.

2.3 Limitation of Liability of Member. The Member shall not have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, beyond the Member's capital contribution, except as may be expressly required by this Agreement or applicable law.

2.4 Loans. If the Member makes any loans to the Company, or advances money on his behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the capital contribution of the Member. Interest shall accrue on any such loan at an annual rate agreed to by the Company and the Member (but not in excess of the maximum rate allowable under applicable usury laws).

ARTICLE 3 DISTRIBUTIONS

3.1 Distributions. The Company shall make distributions of cash or other assets to the Member at the times and in the manner that the Board deems appropriate and as permitted by applicable law.

ARTICLE 4 MANAGEMENT OF THE COMPANY

4.1 Board of Directors. Unless delegated by the Board or as otherwise set forth herein, the business and affairs of the Company shall be managed by or under the direction

of the Board of Directors (the "Board of Directors" or the "Board"). Each person serving on the Board shall have all the powers of a "manager" under the Act. The Board shall consist of at least two individuals. The initial Board shall consist of the individuals listed below, who shall be deemed duly appointed to the Board as of the date of this Agreement and shall serve until his or her successor is duly elected, or until the director's earlier death, resignation, disqualification or removal.

Kevin M. Wiggins
Michael J. Eckhardt
Jared G. Culotta
Thomas W. Rachubinski
Maria Kalogredis

The Member may elect directors to serve on the Board from time to time. A director may resign at any time by delivering written notice to the President of the Company. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. Subject to the provisions of this Agreement, the Member may remove one or more directors from office at any time, with or without cause. The Member may fill any vacancy, whether temporary or permanent, which then may exist on the Board. In addition, subject to the foregoing, in the event of a vacancy on the Board, the remaining directors, although less than a quorum, may fill such vacancy by vote of a majority of such remaining directors.

4.2 Board Fees; Expenses. The Company shall pay the reasonable out-of-pocket expenses incurred by each director in connection with attending the meetings of the Board and any committee thereof (unless such expenses shall have been paid or are required to be paid by any other person).

4.3 Meetings. Meetings of the Board and any committee thereof shall be held at such location as may be determined by the President, Secretary, the Board or such committee. Regular meetings of the Board shall be held on such dates and at such times as shall be determined by the Board. Special meetings of the Board or any committee may be called by the President, Secretary or the Board upon at least three days' prior notice to the other directors (or, in the case of a special meeting of any committee of the Board, by any member thereof), which notice shall state the purpose or purposes for which such meeting is being called. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

4.4 Quorum. A majority of the directors serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

4.5 Participation. Any director may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all directors participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

4.6 Binding Act. Each director shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the directors constituting a quorum shall be the act of the Board.

4.7 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if a written consent of a majority of the directors on the Board (or committee) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present.

4.8 Officers.

(a) **Designation and Appointment.** The officers of the Company shall include the President, Treasurer, Secretary, and one or more Vice-Presidents. The Board may, from time to time, appoint additional persons as officers of the Company, with such titles as may be authorized by the Board. Any number of offices may be held by the same person. In its discretion, the Board may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware. Any officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he shall resign or shall have been removed.

(b) **President.** The President shall have general supervision over the business of the Company and other duties incident to the office of president, and any other duties as may be from time to time assigned to the President by the Board and subject to the control of the Board in each case. The initial President shall be Kevin M. Wiggins, who shall be deemed duly appointed as President as of the date of this Agreement and shall serve until his successor is duly elected, or until his earlier death, resignation, disqualification or removal.

(c) **Vice-President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President. Each Vice President shall have such powers and perform such duties as may be assigned to him or her from time to time by the Board or the President. The initial Vice-Presidents shall be Jared G. Culotta, Michael J. Eckhardt, Brian A. Schaller, Thomas W. Rachubinski and Maria Kalogredis who shall be deemed duly appointed as the Vice-Presidents as of the date of this Agreement and shall serve until their successors are duly elected, or until their earlier death, resignation, disqualification or removal.

(d) **Secretary.** The Secretary shall attend all sessions of the Board and record all votes and the minutes of all proceedings and shall perform like duties for committees

when required. He or she shall give, or cause to be given, notice of all meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President. The initial Secretary shall be Michael J. Eckhardt, who shall be deemed duly appointed as Secretary as of the date of this Agreement and shall serve until his successor is duly elected, or until his earlier death, resignation, disqualification or removal.

(e) Assistant Secretary. In the absence of the Secretary or in the event of his or her inability or refusal to act, the Assistant Secretary (or in the event there be more than one Assistant Secretary, the Assistant Secretaries in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the Secretary. He or she shall give, or cause to be given, notice of all meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President. The initial Assistant Secretaries shall be Maria Kalogredis and Katherine J. Dickinson, who shall be deemed duly appointed as the Assistant Secretaries as of the date of this Agreement and shall serve until their successors are duly elected, or until their earlier death, resignation, disqualification or removal.

(f) Treasurer. The Treasurer shall have the custody of the corporate funds and shall cause to be kept full and accurate accounts of receipts and disbursements and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall render to the President and the Board, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Company. The initial Treasurer shall be Jared G. Culotta, who shall be deemed duly appointed as Secretary as of the date of this Agreement and shall serve until his successor is duly elected, or until his earlier death, resignation, disqualification or removal.

(g) Resignation/Removal. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such at any time with or without cause by the Board. Designation of an officer shall not of itself create any contractual or employment rights.

(h) Duties of Officers Generally. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.

(i) Compensation of Officers. Officers of the Company shall not be compensated for their duties as officers of the Company.

4.9 Members' Right to Act. Nothing in this Article 4 derogates from the power of the Member to cause the Company to act.

ARTICLE 5

TRANSFER OF MEMBERSHIP INTERESTS; ADDITIONAL MEMBERS

5.1 General Restriction. The Member may transfer all or any portion of its membership interest in the Company at any time or from time to time, to the extent and in the

manner provided by applicable law.

5.2 Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

ARTICLE 6 DISSOLUTION AND LIQUIDATION

6.1 Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):

- (a) the written consent of the Member; or
- (b) the entry of a decree of judicial dissolution under the Act.

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors.

6.2 Liquidation. Upon dissolution of the Company in accordance with Section 6.1, the Company shall be wound up and liquidated by the Member or by a liquidating director selected by the Member. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

- (a) to creditors, including the Member if it is a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member under the Act; and then
- (b) to the setting up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or unmatured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown; and then
- (c) to the Member, which liquidating distribution may be made to the Member in cash or in kind, or partly in cash and partly in kind.

6.3 Certificate of Dissolution. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Member shall on behalf of the Company prepare and file a certificate of cancellation with the Office of the Secretary of the State of the State of Delaware, as required by the Act. When such certificate is

filed, the Company's existence shall cease.

ARTICLE 7 ACCOUNTING AND FISCAL MATTERS

7.1 Fiscal Year. The fiscal year of the Company shall end on the last Sunday of the calendar year.

7.2 Method of Accounting. The Member shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied.

7.3 Financial Books and Records. All books of account shall, at all times, be maintained in the principal office of the Company or at such other location as may be specified by the Member.

ARTICLE 8 RIGHTS AND OBLIGATIONS OF MEMBER; EXCULPATION AND INDEMNIFICATION

8.1 No liability of Member. The Member shall not have any duty to the Company except as expressly set forth herein, in other written agreements or as otherwise required by applicable law.

8.2 Liability of Officers and Directors; Limits. No director or officer of the Company shall be liable to the Company or to any Member for any loss or damage sustained by the Company or to any Member, unless the loss or damage shall have been the result of:

- (a) gross negligence, fraud or intentional misconduct, bad faith or knowing violation of law by the director or officer in question;
- (b) a breach of the duty of loyalty of such director or officer to the Company or the Member;
- (c) a transaction from which the officer or director derived an improper personal benefit; or
- (d) in the case of an officer, breach of such person's duties pursuant to Section 4.8(g);

(the conduct described in each of the foregoing clauses (a) through (d), inclusive, being hereinafter referred to as "Improper Conduct"). In performing his or her duties, each such person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid) of the following other persons or groups: one or more officers or

employees of the Company; any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; any director; or any other person who has been selected with reasonable care by or on behalf of the Company or the Board, in each case as to matters which such relying person reasonably believes to be within such other person's competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in Section 18-406 of the Act.

8.3 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, director or officer of the Company. The Member shall not be required to lend any funds to the Company. If and to the extent the Member's capital contribution shall be fully paid, the Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to the Member, be required to make any further contributions.

8.4 Right to Indemnification. Subject to the limitations and conditions as provided in this Article 8, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of which he is the legal representative, is or was a director, Member or officer shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, appeal, inquiry or investigation, and indemnification under this Article 8 shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article 8 shall be deemed contract rights, and no amendment, modification or repeal of this Article 8 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 8 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no such indemnity shall extend to any officer or director to the extent that any Proceeding or such judgment, penalty, fine, settlement or expense results from Improper Conduct on the part of such officer or director.

8.5 Advance Payment. The right to indemnification conferred in this Article 8 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 8.6 who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such

person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under Article 8 and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

8.6 Indemnification of Employees and Agents. The Company, upon the direction of the Board, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 8.4 and 8.5. Notwithstanding the foregoing, no such indemnity shall extend to any employee or agent to the extent that any Proceeding or judgment, penalty, fine, settlement or expenses result from Improper Conduct on the part of such employee or agent.

8.7 Appearance as a Witness. Notwithstanding any other provision of this Article 8, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by any Member, director, officer or agent in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

8.8 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 8 shall not be exclusive of any other right that a Member, director, officer or other person indemnified pursuant to this Article 8 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.

8.9 Insurance. The Company may purchase and maintain (if and to the extent feasible, as determined by the Board) insurance, at its expense, to protect itself and any Member, director, officer or agent of the Company who is or was serving at the request of the Company as a director, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article 8.

8.10 Savings Clause. If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person indemnified pursuant to this Article 8 as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article 8 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9 MISCELLANEOUS

9.1 Amendments. Amendments to this Agreement may be made only with the consent of the Member.

9.2 Binding Effect. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and, subject to Article 5, its successors and assigns.

9.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to conflict of laws principles.

9.4 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

In witness of which the Member has signed this instrument on and as of the date first set forth above.

MEMBER:

Wawa, Inc.

By: *Kevin Wiggins*
Kevin Wiggins, Dec 20, 2021 10:00 EST
Name: Kevin M. Wiggins
Title: Vice President, Chief Financial
Officer

**WAWA, INC IS 100% OWNER OF
APPLICANT – WAWA ALABAMA, LLC**

**CORPORATE DOCUMENTS
WAWA, INC.**

- **Certificate of Good Standing**
 - **Corporate Disclosure**
 - **Board of Directors**
- **Articles of Incorporation**

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**WAWA, INC.
9207060000**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on March 10, 1865.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**C T CORPORATION SYSTEM
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628**



***IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
29th day of January, 2024***

Elizabeth Maher Muoio

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6150310090

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCertiUSP/Verify_Cert.jsp

CORPORATE DISCLOSURE

Re: Wawa, Inc.
260 West Baltimore Pike
Wawa, Pennsylvania 19063

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

Tara Gibbons, having been first duly sworn according to law, upon her oath deposes and hereby certifies that:

1. I am the Assistant Secretary of the above-mentioned corporation. I am fully familiar with the facts concerning the names of the stockholders and the percentage of the capital stock held by each stockholder in said corporation as of the date of the application of which this Corporate Disclosure form constitutes a part.

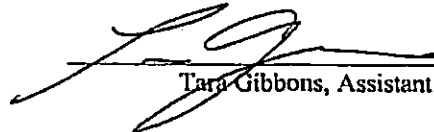
2. The following information is submitted knowing that the truthfulness of the statements contained herein will be relied upon in evaluating the application submitted by said corporation:

- | | | |
|----|--|--|
| A. | Name of Corporation: | Wawa, Inc. |
| B. | Registered agent of Corporation: | C.T. Corporation,
Trenton, New Jersey |
| C. | Principal office of Corporation: | 260 W. Baltimore Pike
Wawa, PA 19063 |
| D. | Names of directors of the Corporation are as follows: | See attached. |
| E. | The only stockholders of the Corporation owning five percent (5%) or more of stock of the Corporation is the Wawa, Inc. Employee Stock Ownership Plan: | |

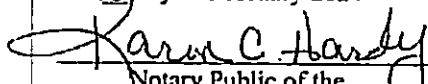
<u>Name of Stockholder</u>	<u>Percentage of Capital Stock Held</u>
Wawa, Inc. Employee Stock Ownership Plan (a Company Sponsored Retirement Plan)	38.09%

Wawa, Inc.
260 West Baltimore Pike
Wawa, PA 19063

IN WITNESS WHEREOF, the undersigned has executed this Corporate Disclosure as of the 12 day of February 2024.


Tara Gibbons, Assistant Secretary

Sworn and subscribed to before me
this 12 day of February 2024


Notary Public of the
Commonwealth of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
Karon C Hardy, Notary Public
Delaware County
My Commission Expires September 19, 2027
Commission Number 1066747

[WDCS-166.1]

WAWA, INC.

BOARD OF DIRECTORS

As of May 5, 2023, listed below are the members of Wawa's Board of Directors:

Michael J. Bender

James Alexander Douglas, Jr.

Christopher T. Gheysens

Kimberly J. Jenkins

Kim A. Lopdrup

Blythe J. McGarvie

Debra A. Polishook

Howard B. Stoeckel

George Wood

Richard D. Wood III

CERTIFICATE OF AMENDMENT OF CHARTER

OF

THE MILLVILLE MANUFACTURING COMPANY.

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The location of the principal office in this State is at the office of the Works of said Company on Columbia Avenue, in the City of Millville, in the County of Cumberland,

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served is Daniel C. Lewis.

RESOLUTION OF DIRECTORS.

The Board of Directors of THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, on this Thirty-first day of May, A.D. nineteen hundred and five, do hereby RESOLVE AND DECLARE that it is advisable that this Company shall have power to extend its business to other branches, and to conduct some part of the same outside of the State of New Jersey, and to that end it is hereby declared that the objects for which this corporation was and is formed are to do any and all of the things set forth in its original charter, being an act of the Legislature of the State of New Jersey, entitled, "An Act to incorporate The Millville Manufacturing Company", approved March 10, 1885, and the several supplements thereto and acts amendatory thereof, and, in addition thereto to do any and all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, trustees or otherwise, and in furtherance, and not in limitation of the powers conferred by its said charter and by the

general laws of the State of New Jersey, this corporation shall have also the following powers, viz:-

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in or deal with goods, wares, merchandise and property of every class and description.

To conduct and carry on a general store and general merchandise business.

To purchase and sell grain and cereals of every kind and to manufacture, buy and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease or otherwise, and to own, sell, lease, mortgage, convey, improve and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain or cereals of any kind and to buy, sell, trade and deal in the products of such manufactories and in said grains or cereals in any state of their product.

To manufacture and deal in barrels, bags, labels, machinery and all materials, products and supplies used in connection with manufacturing flour, feed and food products of every kind.

To hold for investment, purchase or otherwise acquire, to sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock and bonds, debentures or other evidence of indebtedness created by other corporation or corporations, and while the holder thereof to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase, take on lease, or in exchange, hire or otherwise acquire, any real and personal property, and any rights

or privileges which the Company may deem necessary or convenient for the purposes of its business.

To acquire the good will, rights, property and assets of all kinds, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation, and to pay for the same in cash, stock of this corporation, bonds, debentures or other securities of this corporation or otherwise.

To make and enter into, perform and carry out contracts of every sort and kind, with any person, firm, association, corporation, private, public or municipal, or body politic, and with the government of the United States or any State, Territory or Colony thereof, or any foreign government.

To apply for, obtain, register or purchase, or otherwise acquire and hold, own, use, operate, introduce and sell, assign, or otherwise dispose of any and all trade marks, formulae, secret processes, trade names, copy rights, labels and distinctive marks, and all inventions, improvements and processes used in connection with or secured under letters patent or otherwise of the United States or of any other country, any governmental grants or concessions; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account any and all such trade marks, patents, licenses, concessions, processes, copy rights, labels and the like, and any such property, rights and information so acquired.

To buy, sell, deal in and deal with iron and iron ore, and all like or kindred products; to mine, manufacture, prepare for market, market and sell the same and any articles or products in the manufacture or composition of which metal is a factor, including the acquisition by purchase, mining, manufacture or otherwise of all materials, supplies and other articles necessary or convenient for use in connection with

and in carrying on the business herein mentioned, or any part thereof.

To purchase, take on lease, or otherwise acquire any mines, mining rights and lands in the United States or elsewhere and any interest therein and to explore, work, exercise, develop and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market ore, metal and mineral substances of all kinds, and to carry on any other operations, which may seem conducive to any of the company's objects; to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operations or required by workmen and others employed by the Company.

To make, purchase and sell rubber boots and shoes and all goods of which rubber is a component part and the various materials entering into the manufacture of any and all such goods.

To carry on the business of dealers in meat, live cattle and sheep, and also that of dealers in cattle and sheep generally, and in all branches of such respective trades or businesses; to buy and sell at wholesale or retail in the United States or elsewhere all kinds of meat, and, generally, to carry on the trade or business of a meat dealer in all its branches; to acquire by purchase or otherwise, farms, cattle ranches and sheep farms, and to carry on the trades or businesses of farmers, cattle raisers and sheep farmers; to produce, buy and sell milk and to manufacture any and all articles of which milk forms a component part, and to conduct and carry on the general business and enterprise of a dairy farm.

To conduct and carry on the business of producing chickens, turkeys, geese, ducks, and all other kinds of poultry and

water fowl, Belgian hares, and domestic animals of all kinds and to exhibit the same, and to deal in and deal with poultry, water fowl, game birds and animals of all kinds and the produce thereof, and all supplies necessary or useful therefor; to conduct and carry on exhibitions of poultry and animals, and of all products of the Company, and to compete for prizes in exhibitions or shows of poultry and animals; to establish, maintain and operate a chicken ranch or poultry farm.

To manufacture or purchase glassware of all kinds and to sell the same and to conduct the business of a glass manufacturer.

To conduct and carry on the business of wood turners, sash, door and blind manufacturers, wood workers, and manufacturers, dealers in and producers of wood, building materials and other products of wood, wood pulp and fibre.

To purchase, acquire, hold, lease, manage, control and operate, and to sell, lease and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, water, water rights, power privileges and appropriations, for mining, milling, agricultural, domestic and other uses and purposes; and to develop, control, generally deal in and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, electrical and other power, for the generation, distribution and supply of electricity for light, heat and power, and for any other uses and purposes to which the same are adapted.

To purchase, lease, exchange, hire or otherwise acquire, any and all rights, privileges, permits and franchises, suitable or convenient for any of the purposes of its business;

to erect and construct, make, improve, aid or subscribe towards the construction, making and improvement of mills, factories, flouring mills, water works, aqueducts, reservoirs, store houses, buildings, roads, docks, piers, houses for employees and others, and works of all kinds.

To carry on the trade or business of manufacturing, producing, adapting, preparing, buying and selling, and otherwise dealing in cotton, woolen, worsted, and silk goods and yarns and other fabrics and yarns and to manufacture, produce, purchase, adapt, prepare, use, sell or otherwise deal in any materials, articles or things required for, in connection with, or incidental to, the manufacture, use, purchase, sale of, or other dealing in cotton, woolen, worsted and silk goods and yarns and other fabrics and yarns; and generally to carry on any other manufacturing business which can conveniently be carried on in connection with any of the matters aforesaid, or in or upon the premises of the Company.

To carry on the business of cotton doublers, weavers, flax, jute spinners, linen manufacturers, cotton, flax, hemp, jute and wool merchants, wool combers and worsted spinners, woolen spinners, yarn merchants, worsted makers, stuff and silk manufacturers, bleachers and dyers, and makers of vitriol, bleaching and dyeing material, and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell linen, cloth and other goods and fabrics whether textile, fiddled, netted or looped.

The business or purpose of the Company is, from time to time, to do any one or more of the acts and things herein set forth; and it may conduct its business in other States, and in the Territories and in foreign countries, and may have one office or more than one office, and keep the books of the

Company outside of the state of New Jersey, except as otherwise may be provided by law; and may hold, purchase, mortgage and convey real and personal property, either in or out of the state of New Jersey.

Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds, and other obligations, in payment for property purchased or acquired by it, or for any other object. in or about its business; to mortgage or pledge any stocks, bonds, or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations by it issued or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business, or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and exercise, and which now or hereafter may be authorized by law.

And we do hereby call a meeting of the stockholders of this corporation to be held at the Company's office, in the City of Millville, New Jersey, on Thursday, the fifteenth day of June, nineteen hundred and five, at the hour of ten thirty o'clock in the forenoon to take action on the above resolution.

CERTIFICATE OF CHANGE.

THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, doth hereby certify that it has determined to extend its business to other branches, and to conduct some part of the same outside of the State of New Jersey, and to that end doth further certify that the objects for which this corporation was and is formed are to do any and all of the things set forth in its original charter, being an act of the Legislature of the State of New Jersey entitled, "An Act to incorporate The Millville Manufacturing Company", approved March 10, 1865, and the several supplements thereto and acts amendatory thereof, and, in addition thereto to do any and all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, trustees or otherwise, and in furtherance, and not in limitation of the powers conferred by its said charter and by the general laws of the State of New Jersey, this corporation shall have also the following powers, viz:-

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in or deal with goods, wares, merchandise and property of every class and description.

To conduct and carry on a general store and general merchandise business.

To purchase and sell grain and cereals of every kind and to manufacture, buy, and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease or otherwise, and to own, sell, lease, mortgage, convey, improve and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain

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or cereals of any kind and to buy, sell, trade and deal in the products of such manufactories and in said grains or cereals in any state of their product.

To manufacture and deal in barrels, bags, labels, machinery and all materials, products and supplies used in connection with manufacturing flour, food and food products of every kind.

To hold for investment, purchase or otherwise acquire, to sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock and bonds, debentures or other evidence of indebtedness created by other corporation or corporations, and while the holder thereof to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase, take on lease, or in exchange, hire or otherwise acquire, any real and personal property, and any rights or privileges which the Company may deem necessary or convenient for the purposes of its business.

To acquire the good will, rights, property and assets of all kinds, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation, and to pay for the same in cash, stock of this corporation, bonds, debentures or other securities of this corporation or otherwise.

To make and enter into, perform and carry out contracts of every sort and kind, with any person, firm, association, corporation, private, public or municipal, or body politic, and with the government of the United States, or any State, Territory or Colony thereof, or any foreign government.

To apply for, obtain, register or purchase, or otherwise acquire and hold, own, use, operate, introduce and sell, assign, or otherwise dispose of any and all trade marks, formulas,

secret processes, trade names, copy rights, labels and distinctive marks, and all inventions, improvements and processes used in connection with or secured under letters patent or otherwise of the United States or of any other country, and any governmental grants or concessions; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any and all such trade-marks, patents, licenses, concessions, processes, copy rights, labels, and the like, and any such property, rights and information so acquired.

To buy, sell, deal in and deal with iron and iron ore, and all like or kindred products; to mine, manufacture, prepare for market, market and sell the same, and any articles or product in the manufacture or composition of which metal is a factor, including the acquisition by purchase, mining, manufacture or otherwise of all materials, supplies and other articles necessary or convenient for use in connection with and in carrying on the business herein mentioned, or any part thereof.

To purchase, take on lease, or otherwise acquire any mines, mining rights and land in the United States or elsewhere and any interest therein, and to explore, work, exercise, develop and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market, ore, metal and mineral substances of all kinds, and to carry on any other operations which may seem conducive to any of the Company's objects; to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operations or required by workmen and others employed by the Company.

To make, purchase, and sell rubber boots and shoes and all goods of which rubber is a component part and the various materials entering into the manufacture of any and all such goods.

To carry on the business of dealers in meat, live cattle and sheep, and also that of dealers in cattle and sheep generally, and in all branches of such respective trades or businesses; to buy and sell at wholesale or retail in the United States or elsewhere all kinds of meat, and generally to carry on the trade or business of a meat dealer in all its branches; to acquire by purchase or otherwise, farms, cattle ranches and sheep farms, and to carry on the trades or businesses of farmers, cattle raisers and sheep farmers; to produce, buy and sell milk and to manufacture any and all articles of which milk forms a component part, and to conduct and carry on the general business and enterprise of a dairy farm.

To conduct and carry on the business of producing chickens, turkeys, geese, ducks, and all other kinds of poultry and water fowl, Belgian hares, and domestic animals of all kinds and to exhibit the same, and to deal in and deal with poultry, water fowl, game birds and animals of all kinds and the produce thereof, and all supplies necessary or useful therefor; to conduct and carry on exhibitions of poultry and animals, and to sell products of the Company, and to compete for prizes in exhibitions or shows of poultry and animals; to establish, maintain and operate a chicken ranch or poultry farm.

To manufacture or purchase glassware of all kinds and to sell the same and to conduct the business of a glass manufacturer.

To conduct and carry on the business of wood turners, sash, door and blind manufacturers, wood workers, and manufacturers, dealers in and producers of wood, building materials and other products of wood, wood pulp and fibre.

To purchase, acquire, hold, lease, manage, control and operate, and to sell, lease and dispose of to such person or persons, corporation or corporations, private or municipal, and

for such price or prices, and on such terms and conditions as to this corporation may seem proper, water, water rights, power privileges and appropriations, for mining, milling, agricultural, domestic and other uses and purposes; and to develop, control, generally deal in and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, electrical and other power for the generation, distribution and supply of electricity for light, heat and power, and for any other uses and purposes to which the same are adapted.

To purchase, lease, exchange, hire or otherwise acquire, any and all rights, privileges, permits and franchises, suitable or convenient for any of the purposes of its business; to erect and construct, make, improve, aid or subscribe towards the construction, making and improvement of mills, factories, flouring mills, water works, aqueducts, reservoirs, store houses, buildings, roads, docks, piers, houses for employees and others, and works of all kinds.

To carry on the trade or business of manufacturing, producing, adapting, preparing, buying and selling, and otherwise dealing in cotton, woolen, worsted, and silk goods and yarns and other fabrics and yarns and to manufacture, produce, purchase, adapt, prepare, use, sell or otherwise deal in any materials, articles or things required for, in connection with, or incidental to, the manufacture, use, purchase, sale of, or other dealing in cotton, woolen, worsted and silk goods and yarns and other fabrics and yarns; and generally to carry on any other manufacturing business which can conveniently be carried on in connection with any of the matters aforesaid, or in or upon the premises of the Company.

To carry on the business of cotton doublers, weavers, flax,

jute spinners, linen manufacturers, cotton, flax, hemp, jute and wool merchants, wool combers and worsted spinners, woolen spinners, yarn merchants, worsted makers, stuff and silk manufacturers, bleachers, dyers, and makers of vitriol, bleaching and dyeing material, and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell linen, cloth and other goods and fabrics whether textile, fiddled, netted or looped.

X The business or purpose of the Company is, from time to time, to do any one or more of the acts and things herein set forth; and it may conduct its business in other states, and in the territories, and in foreign countries, and may have one office or more than one office, and keep the books of the Company outside of the State of New Jersey, except as otherwise may be provided by law; and may hold, purchase, mortgage and convey real and personal property, either in or out of the State of New Jersey.

Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to mortgage or pledge any stocks, bonds or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations by it issued or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business, or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and

exercise, and which now or hereafter may be authorized by law, said determination to make an extension of its business and to conduct some part thereof outside of the State of New Jersey, having been declared by resolution of the Board of Directors of said corporation to be advisable, and having been duly and regularly assented to by the vote of two-thirds in interest of its stockholders having voting powers, at a meeting duly called by the Board of Directors for that purpose; and the written assent of said stockholders is hereto appended.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its President and Secretary, and its corporate seal to be hereto affixed, the Fifteenth day of June, A.D., nineteen hundred and five.


.....
President.

... 
Secretary.

ATTEST:

... 
Secretary.

STATE OF NEW JERSEY,
COUNTY OF CUMBERLAND, SS.

BE IT REMEMBERED, that on this Fifteenth-----
day of June, nineteen hundred and five, before me, the sub-
scriber a Master in Chancery of the State of New Jersey,
personally appeared RICHARD D. WOOD, Secretary of THE MILL-
VILLE MANUFACTURING COMPANY, the corporation mentioned in
and which executed the foregoing certificate, who being by
me duly affirmed-----says that he is such Secretary,
and that the seal affixed to said certificate is the corpor-
ate seal of said corporation, the same being well known to
him; and that GEORGE WOOD, is President of said corporation,
and signed said certificate and affixed the said seal there-
to, and delivered said certificate by authority of the Board
of Directors and with the assent of at least two-thirds in
interest of the stockholders of said corporation having vot-
ing powers as and for his voluntary act and deed, and the
voluntary act and deed of said corporation, in presence of
deponent, who thereupon subscribed his name thereto as attest-
ing witness.

And he further says that the assent hereto appended is
signed by at least two-thirds in interest of the stockhold-
ers of said corporation having voting powers, either in per-
son or by their several duly constituted attorneys in fact,
thereunto duly authorized in writing.

Subscribed and affirmed be- #

fore me this Fifteenth day # *Richard D. Wood.*
of June, A.D. 1905. #

[Handwritten signature]
[Handwritten signature]

[Handwritten mark]

STOCKHOLDERS' ASSENT TO CHANGE.

We, the subscribers, being at least two-thirds in interest of the stockholders of THE MILLVILLE MANUFACTURING COMPANY, having voting powers, having, at a meeting regularly called for that purpose, and held in the City of Millville, New Jersey, at the principal office of said Company, on Thursday, the Fifteenth day of June, nineteen hundred and five, at ten thirty o'clock in the forenoon, having voted in favor of amending the charter of said Company in such manner that this Company shall have power to extend its business to other branches and to conduct some part of the same outside of the State of New Jersey, and to that end it is hereby declared that the objects for which this corporation was and is formed are to do any and all of the things set forth in its original charter, being an act of the Legislature of the State of New Jersey, entitled, "An Act to incorporate The Millville Manufacturing Company," approved March 10, 1865, and the several supplements thereto and acts amendatory thereof, and, in addition thereto, to do any and all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, trustees or otherwise, and in furtherance, and not in limitation of the powers conferred by its said charter and by the general laws of the State of New Jersey, this corporation shall have also the following powers, viz:-

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in or deal with goods, wares, merchandises and property of every class and description.

To conduct and carry on a general store and general merchandise business.

To purchase and sell grain and cereals of every kind

and to manufacture, buy and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease or otherwise, and to own, sell, lease, mortgage, convey, improve and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain or cereals of any kind and to buy, sell, trade and deal in the products of such manufactories and in said grains or cereals in any state of their product.

To manufacture and deal in barrels, bags, labels, machinery, and all materials, products and supplies used in connection with manufacturing flour, feed and food products of every kind.

To hold for investment, purchase or otherwise acquire, to sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock and bonds, debentures or other evidence of indebtedness created by other corporation or corporations, and while the holder thereof to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase, take on lease, or in exchange, hire or otherwise acquire, any real and personal property, and any rights or privileges which the Company may deem necessary or convenient for the purposes of its business.

To acquire the good will, rights, property and assets of all kinds, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation and to pay for the same in cash, stock of this corporation, bonds, debentures or other securities of this corporation or otherwise.

To make and enter into, perform and carry out contracts

17

which may seem conducive -- --

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of every sort and kind, with any person, firm, association, corporation, private, public or municipal, or body politic, and with the government of the United States or any State, Territory or Colony thereof, or any foreign government.

To apply for, obtain, register or purchase, or otherwise acquire and hold, own, use, operate, introduce and sell, assign, or otherwise dispose of any and all trade-marks, formulae, secret processes, trade-names, copy rights, labels and distinctive marks, and all inventions, improvements and processes used in connection with or secured under letters patent or otherwise of the United States or of any other country, and any governmental grants or concessions; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any and all such trade-marks, patents, licenses, concessions, processes, copy rights, labels, and the like, and any such property, rights and information so acquired.

To buy, sell, deal in and deal with iron and iron ore, and all like or kindred products; to mine, manufacture, prepare for market, market and sell the same, and any articles or product in the manufacture or composition of which metal is a factor, including the acquisition by purchase, mining, manufacture or otherwise of all materials, supplies and other articles necessary or convenient for use in connection with and in carrying on the business herein mentioned, or any part thereof.

To purchase, take on lease, or otherwise acquire any mines, mining rights and land in the United States or elsewhere and any interest therein, and to explore, work, exercise, develop and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market, ore, metal, and mineral substances of all kinds, and to carry on any other operations which may seem conducive to any of the Company's objects;

to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operations or required by workmen and others employed by the Company.

To make, purchase, and sell rubber boots and shoes and all goods of which rubber is a component part and the various materials entering into the manufacture of any and all such goods.

To carry on the business of dealers in meat, live cattle and sheep, and also that of dealers in cattle and sheep generally, and in all branches of such respective trades or businesses; to buy and sell at wholesale or retail in the United States or elsewhere all kinds of meat, and generally to carry on the trade or business of a meat dealer in all its branches; to acquire by purchase or otherwise, farms, cattle ranches and sheep farms, and to carry on the trades or businesses of farmers, cattle raisers and sheep farmers; to produce, buy and sell milk and to manufacture any and all articles of which milk forms a component part, and to conduct and carry on the general business and enterprise of a dairy farm.

To conduct and carry on the business of producing chickens, turkeys, geese, ducks, and all other kinds of poultry and water fowl, Belgian hares, and domestic animals of all kinds and to exhibit the same, and to deal in and deal with poultry, water fowl, game birds and animals of all kinds and the produce thereof, and all supplies necessary or useful therefor; to conduct and carry on exhibitions of poultry and animals, and of all products of the Company, and to compete for prizes in exhibitions or shows of poultry and animals; to establish, maintain and operate a chicken ranch or poultry farm.

To manufacture or purchase glassware of all kinds and to sell the same and to conduct the business of a glass manufacturer.

To conduct and carry on the business of wood turners, sash, door and blind manufacturers, wood workers, and manufacturers, dealers in and producers of wood, building materials and other products of wood, wood pulp and fibre.

To purchase, acquire, hold, lease, manage, control and operate, and to sell, lease and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, water, water rights, power privileges and appropriations, for mining, milling, agricultural, domestic and other uses and purposes; and to develop, control, generally deal in and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, electrical and other power, for the generation, distribution and supply of electricity for light, heat and power, and for any other uses and purposes to which the same are adapted.

To purchase, lease, exchange, hire or otherwise acquire, any and all rights, privileges, permits and franchises, suitable or convenient for any of the purposes of its business; to erect and construct, make, improve, aid or subscribe towards the construction, making and improvement of mills, factories, flouring mills, water works, aqueducts, reservoirs, store houses, buildings, roads, docks, piers, houses for employees and others, and works of all kinds.

To carry on the trade or business of manufacturing, producing, adapting, preparing, buying and selling, and otherwise dealing in cotton, woollen, worsted, and silk goods and yarns and other fabrics and yarns and to manufacture, produce, purchase, adapt, prepare, use, sell or otherwise deal in any materials, articles or things required for, in connection with,

or incidental to, the manufacture, use, purchase, sale of, or other dealing in cotton, woolen, worsted and silk goods and yarns and other fabrics and yarns; and generally to carry on any other manufacturing business which can conveniently be carried on in connection with any of the matters aforesaid, or in or upon the premises of the Company.

To carry on the business of cotton doublers, weavers, flax, jute spinners, linen manufacturers, cotton, flax, hemp, jute and wool merchants, wool combers and worsted spinners, woolen spinners, yarn merchants, worsted makers, stuff and silk manufacturers, bleachers and dyers, and makers of vitriol, bleaching and dyeing material, and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell linen, cloth and other goods and fabrics whether textile, fiddled, netted or looped.

The business or purpose of the Company is, from time to time, to do any one or more of the acts and things herein set forth; and it may conduct its business in other states, and in the territories, and in foreign countries, and may have one office or more than one office, and keep the books of the Company outside of the State of New Jersey, except as otherwise may be provided by law; and may hold, purchase, mortgage and convey real and personal property, either in or out of the State of New Jersey.

Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to mortgage or pledge any stocks, bonds or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations by it issued

or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business, or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and exercise, and which now or hereafter may be authorized by law, do now pursuant to the statute, hereby give our written assent to said change.

FITNESS our hands this Fifteenth day of June, A.D. nineteen hundred and five.

STOCKHOLDERS.

NO. OF SHARES.

Samy Wong
R. M. Williams
Daniel C. Lewis
Richard D. Wood.

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1

WALTER H. BACON,

SECRETARY OF STATE

JUN 18 1937

FILED AND RECORDED

Recorded in book.....
of Corporations, in the office of
the Secretary of State, page 86 VC.

COMPANY.

THE WILLIAMS MANUFACTURING

OR

CERTIFICATE OF MEMBERSHIP OF CHAPTER

~~163~~

X 1636

CERTIFICATE OF

4516
Increase of Capital Stock

of

The .. Millville Manufacturing..... Company.

The location of the principal office in this State is at No.....street, in the
.....City..... of Millville County of ..Cumberland.....

The name of the agent therein and in charge thereof, upon whom process against this Corporation
may be served is.....

RESOLUTION OF DIRECTORS.

The Board of Directors of the... Millville Manufacturing.....
.....Company, a
corporation of New Jersey, on this.....*Twenty-fourth*.....day of
.....*April*.....A. D. 19*20*, do hereby resolve and declare that it is advisable that
the capital stock of the said corporation shall be increased from ...
\$416,000, divided into 4160 shares of the par value of \$100 each, to
\$3,000,000, divided into 30,000 shares of the par value of \$100 each,
.....
and do hereby call a meeting of the stockholders, to be held at the company's office, in the city of
..... Millville on the ...17th.....
day of..... May..... 19*20* at..... eleven o'clock..... A. M.,
to take action upon the above resolution.

CERTIFICATE OF CHANGE.

The Millville Manufacturing..... Company,
a corporation of New Jersey, doth hereby certify that it has increased its capital stock
from \$416,000, divided into 4160 shares of the par value of \$100 each,
to \$3,000,000, divided into 30,000 shares of the par value of \$100
each, and
.....
and increase of capital stock..... having been declared by resolution
of the board of directors of said corporation (above recited) to be advisable, and having been duly and
regularly assented to by the vote of two-thirds in interest of each class of stockholders having voting
powers, at a meeting duly called by the board of directors for that purpose; and the written assent of
said stockholders is hereto appended.

In witness whereof, said corporation has caused this certificate to be signed by its president and
secretary, and its corporate seal to be hereto affixed the*Eleventh*.....
day of.....*June*..... A. D. 19*20*.

[L. S.]

Samuel Wood..... President.
Graham Wood..... Secretary.

STATE OF NEW JERSEY..... }
COUNTY OF ... Cumberland } ss.

Be it remembered, that on this *Eleventh* day of *June*
A. D. 19 20 before me, the subscriber, a. *Notary Public for the County of Cumberland*.....
personally appeared..... *Graham Wood*..... Secretary of the *Millville*
Manufacturing.....

Company, the corporation mentioned in and which executed the foregoing certificate, who, being by me
duly sworn, on his oath says he is such secretary, and that the seal affixed to said certificate is the cor-
porate seal of said corporation, the same being well known to him; that.... *George Wood*.....
..... is president of said corporation, and signed said certificate and
affixed said seal thereto, and delivered said certificate by authority of the board of directors and with
the assent of at least two-thirds in interest of each class of the stockholders of said corporation having
voting powers as and for his voluntary act and deed, and the voluntary act and deed of said corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as witness.

And he further says that the assent hereto appended is signed by at least two-thirds in interest of
each class of stockholders of said corporation having voting powers, either in person or by their several
duly constituted attorneys in fact, thereunto duly authorized in writing.

Charles E. Smith
Notary Public
[Signature]

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STOCKHOLDERS' ASSENT TO CHANGE.

We, the subscribers, being at least two-thirds in interest of each class of the stockholders of the
Company having voting powers, having, at a meeting regularly called for the purpose, voted in favor of
the, increase, of, the, capital, stock, from, \$416,000, to, \$1,000,000, divided into
30,000 shares of the par value of \$100 each
do now, pursuant to the statute, hereby give our written assent to said change.
Witness our hands this 24th day of May, A. D. 1920.

STOCKHOLDERS.		NO. OF SHARES.	
George M. Jones		2157	
Graham & Sons		750	
C. L. Smith		750	
Mary H. Smith		100	
J. H. Smith		100	
C. L. Smith		100	
Graham & Sons		100	
J. H. Smith		100	
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Graham & Sons		100	
J. H. Smith		100	
C. L			

CERTIFICATE

OF

77,864.3

...Increase of Capital Stock...

OF

The Millville Manufacturing
Company

Company.

X 1636

FILED AND RECORDED
JUL 23 1920

Thomas F. Martin
CLERK OF STATE

Recorded in book 164
Page 104 of Corporation

Filed.....10

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY
0000000000

THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, by its president and secretary does hereby certify:

First: That the principal office of the Company is at No. 821 Columbia Ave., Millville, in the County of Cumberland, State of New Jersey, and that the agent therein and in charge thereof and upon whom process against the corporation may be served is George W. Furness.

Second: That at a meeting of the board of directors of said THE MILLVILLE MANUFACTURING COMPANY duly held and convened on June 21-1949, the following resolution was duly passed by said board of directors, namely:-

"RESOLVED that it is advisable to amend the section of the Certificate of Incorporation relative to the authorized capital stock of this corporation to read as follows:

The capital stock of the corporation shall be Four Million Dollars (\$4,000,000.00) divided into Forty thousand (40,000) shares of a par value of One Hundred Dollars (\$100.00) each.

FURTHER RESOLVED that a Special Meeting of the stockholders of the Corporation to take action on the foregoing resolution be and the same is hereby called

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to be held at the principal and registered office of the Corporation, No. 821 Columbia Avenue, in the City of Millville, County of Cumberland, State of New Jersey, on the 19th day of July, 1949, at 12 o'clock in the noon, and that the Secretary cause notice of said meeting to be given in accordance with the by-laws."

Third: That pursuant to the aforesaid resolution of the board of directors of said THE MILLVILLE MANUFACTURING COMPANY, and upon notice duly given to each stockholder of said corporation as required by its by-laws, a special meeting of the stockholders, of said corporation was held at its principal office in Millville, New Jersey, on July 19th, 1949, at 12 o'clock in the noon, to take action upon said resolution. That at said special meeting of stockholders more than two-thirds in interest of the stockholders having voting powers, namely, the holders of 30.000 - shares of capital stock out of the total of 30.000 - shares of capital stock issued and outstanding were present in person or represented by proxy and that more than two-thirds in interest of the stockholders having voting powers, namely, the holders of 30.000 shares of capital stock voted in favor of the amendment of the section of the certificate of incorporation relative to the authorized capital stock of said THE MILLVILLE MANUFACTURING COMPANY in the manner and respects set forth in the aforesaid resolution of the board of directors of said corporation.

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~~78693~~
CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

THE MILLVILLE MANUFACTURING

COMPANY

— 00000 —

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FILED AND RECORDED

JUL. 21 1949

Hayes Mason
SECRETARY OF STATE

Recorded in book _____
Page _____ of Corporations

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State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
State House Annex
Trenton 25

Certificate No. **A 19239**

Application No. 21,476

Fee **\$5.00**

Certificate of Payment of Corporation Franchise Tax

This is to Certify that all Corporation Franchise taxes, fees, penalties and interest levied upon or assessed against

THE MILLVILLE MANUFACTURING COMPANY*
(Incorporated 3/10/1865)

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto, have been paid, or are deemed fully secured.

N O T E THIS CERTIFICATE IS NOT GOOD

AFTER OCTOBER 31, 1960.

WITNESS my hand and official seal at Trenton, this
25th day of October

A. D. 19 60 / . . . 1

William H. King
Deputy Director, Division of Taxation

and existing under the laws of New Jersey; and

State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
State House Annex
Trenton 25

Certificate No. **A 19238**

Application No. 21,475

Fee **\$5.00**

Certificate of Payment of Corporation Franchise Tax

This is to Certify that all Corporation Franchise taxes, fees, penalties and interest levied upon or assessed against

MAY'S LANDING WATER POWER COMPANY*
(Incorporated 4/2/1867)

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto, have been paid, or are deemed fully secured.

N O T E *THIS CERTIFICATE IS NOT GOOD

AFTER OCTOBER 31, 1960.

WITNESS my hand and official seal at Trenton, this

25th day of October

A. D. 1960

William H. King
Deputy Director, Division of Taxation

and existing under the laws of New Jersey; and

CERTIFICATE OF OWNERSHIP

MERGING

THE MAYS LANDING WATER POWER COMPANY

INTO

THE MILLVILLE MANUFACTURING COMPANY

(Pursuant to Chapter 33 of Laws of 1952 of New Jersey)

* * * * *

THE MILLVILLE MANUFACTURING COMPANY, a corporation incorporated by Act of the Legislature of New Jersey, approved March 10, 1865, entitled "An Act to incorporate The Millville Manufacturing Company (Laws of New Jersey, 1865, Chapter CLXXIII)", the principal and registered office of which corporation in the State of New Jersey is located at 821 Columbia Avenue, City of Millville, County of Cumberland, and Davis D. Lewis is the agent therein upon whom process against such corporation may be served within the State of New Jersey, DOES HEREBY CERTIFY that this corporation owns all the capital stock of THE MAYS LANDING WATER POWER COMPANY, a corporation incorporated by Act of the Legislature of New Jersey, approved April 3, 1867, entitled "An Act to incorporate The Mays Landing Water Power Company (Laws of New Jersey, 1867, Chapter CCLI)", and that this corporation by a resolution of its Board of Directors duly adopted at a meeting held on the 14th day of October, 1960, determined to and did merge into itself THE MAYS LANDING WATER POWER COMPANY, which resolution is in the following words, to wit:

"WHEREAS, this corporation lawfully owns all the outstanding stock of The Mays Landing Water Power Company, a corporation organized and existing under the laws of New Jersey; and

"WHEREAS, this corporation desires to merge into itself the said Mays Landing Water Power Company and to be possessed of all the estate, property, rights, privileges and franchises of said corporation;

"NOW, THEREFORE, BE IT

"RESOLVED, that this corporation merge into itself and it does hereby merge into itself said Mays Landing Water Power Company and assumes all of its liabilities and obligations; and

"FURTHER RESOLVED, that the president or a vice president, and the secretary or treasurer of this corporation be and they hereby are directed to make and execute, under the corporate seal of this corporation, a certificate of ownership setting forth a copy of the resolution to merge said Mays Landing Water Power Company and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of New Jersey;

"FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of New Jersey, which may be in anywise necessary or proper to effect said merger."

IN WITNESS WHEREOF, said MILLVILLE MANUFACTURING COMPANY has caused its corporate seal to be affixed and this certificate to be signed by Richard D. Wood, Jr., its President, and Edward A. Harley, its Secretary, this 14th day of October, A. D., 1960.

Richard D. Wood, Jr.
President
Edward A. Harley
Secretary

(CORPORATE SEAL)

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

BE IT REMEMBERED, that on this 14th day of Oct-ber

A. D. 1960, personally came before me, the subscriber, a Notary Public in and for the State of Pennsylvania, Richard D. Wood, Jr., President of THE MILVILLIE MANUFACTURING COMPANY, a corporation of the State of New Jersey, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Richard D. Wood, Jr. as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Richard D. Wood, Jr.
NOTARY PUBLIC
My Commission Expires March 10, 1963
(Official Seal)

117

A 8693

X 1636

CERTIFICATE OF OWNERSHIP
MERGING

THE MAYS LANDING WATER POWER CO.
INTO
THE MILLVILLE MANUFACTURING CO.

J. T. COOPER, JR., CLERK,
120 S. 3rd St. Phila., Pa.

Mrs. M. K. Korman

MONTGOMERY, McCRACKEN, WALKER & RHOADS
ATTORNEYS-AT-LAW
1421 CHESTNUT STREET
PHILADELPHIA 2, PA.

120289

A 8693

FILED AND RECORDED

22-50

\$22.50

\$22.50

122

1.1

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY

The Millville Manufacturing Company, a corporation of the State of New Jersey, by its president and secretary, does hereby certify as follows:

1. The location of the principal office of the corporation in New Jersey is No. 821 Columbia Avenue, Millville, New Jersey. The name of the agent therein and in charge thereof upon whom process against the corporation may be served is Wesley F. Patience.

2. The board of directors of the corporation, at a meeting duly held on May 25, 1967, adopted the following resolutions and amendment:

"RESOLVED, that the board of directors of The Millville Manufacturing Company, a corporation of the State of New Jersey, declares it advisable that the capital be reduced by reducing the par value of its capital stock from One Hundred Dollars (\$100.00) per share to Ten Dollars (\$10.00) per share.

"The capital of this corporation shall be reduced from the sum of \$3,349,800 to the sum of \$334,980; and

"The Section of the certificate of incorporation relative to its authorized capital stock is amended by striking out all of the said Section and inserting in lieu thereof the following:

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'The capital stock of the corporation shall be Four Hundred Thousand Dollars (\$400,000) divided into forty thousand (40,000) shares of a par value of Ten Dollars (\$10.00) each.'

"The total authorized capital stock of this corporation is \$400,000.

"FURTHER RESOLVED, that a special meeting of the stockholders of the corporation to take action on the foregoing resolution be and the same is hereby called to be held at No. 821 Columbia Avenue, Millville, New Jersey, on the 12th day of June, 1967, at 2:30 P.M., and that the Secretary cause notice of said meeting to be given in accordance with the by-laws."

3. Pursuant to the aforesaid resolutions of the board of directors of The Millville Manufacturing Company, and upon notice duly given to each stockholder of the corporation as required by its by-laws, a special meeting of the stockholders of the corporation was held at Millville, New Jersey, on June 12, 1967, at 2:30 P.M., to take action upon the resolutions. That at the special meeting of the stockholders, more than two-thirds in interest of all of the stockholders having voting powers, namely the holders of 32,596 shares of capital stock out of the total of 33,498 shares of capital stock issued and outstanding, were present in person or represented by proxy, and that more than two-thirds in interest of the stockholders having voting powers voted in favor of the amendment of the Section of the certificate of incorporation relative to the authorized capital stock of The Millville Manufacturing Company in the manner and respects set forth in the aforesaid resolutions of the board of directors of the corporation.

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IN WITNESS WHEREOF, The Millville Manufacturing
Company has caused this certificate to be signed by its
president and secretary, and its corporate seal to be hereunto
affixed, this 12th day of June, 1967.

R. Lee D. Wood
President

(Corporate Seal)

Sharon Wood
Secretary

Attest:

Sharon Wood
Secretary

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STATE OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

SS:

BE IT REMEMBERED, that on the 15th day of June, 1967, before me, the subscriber, a Notary Public in and for the State of Pennsylvania, personally appeared Graham Wood, secretary of The Millville Manufacturing Company, the corporation named in and which executed the foregoing certificate, who, being by me duly sworn, according to law, does depose and say that he is the secretary of said corporation; that the seal affixed to said corporation certificate is the corporate seal of said corporation, the same being well known to him; that it was affixed by order of said corporation; that Richard D. Wood is the president of said corporation; that he saw said Richard D. Wood as such president sign said certificate and affix said seal thereto and deliver said certificate, and heard him declare that he signed, sealed and delivered said certificate as the voluntary act and deed of said corporation, by its order and by authority of its board of directors and by the vote, either in person or by proxy, duly constituted and thereunto duly authorized, of more than two-thirds in interest of each class of its stockholders having voting powers, for the uses and purposes therein expressed; and that said deponent signed his name thereto at the same time as subscribing witness.

Subscribed and sworn to before me the day and year aforesaid.

(Seal)

Louise M. Gehring
Notary Public
LOUISE M. GEHRINGER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires September 21, 1970

132

DEDE

121

11/5/50

5.00

11/5/50

SECRETARY OF STATE

[Signature]

FILED

MONTGOMERY, McCracken, Walker & Rhoads
ATTORNEYS-AT-LAW
1421 CHESTNUT STREET
PHILADELPHIA, PA.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

THE MILLVILLE
MANUFACTURING COMPANY

X1636

INCORPORATION SYSTEM
900 S. 10th St., Phila., Pa.
[Signature]



State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **A 40950**

Application No. 46,601

Fee **\$5.00**

Certificate of Payment of Corporation Franchise Tax

This is to Certify that all Corporation Franchise taxes, fees, penalties and interest levied upon or assessed against

THE MILLVILLE MANUFACTURING COMPANY *
(Incorporated 3/10/1865)

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto, have been paid, or are deemed fully secured.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this
11th day of March

A.D. 1968

Robert Knipeley
Deputy Director, Division of Taxation

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State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **U** 3593

Application No. 46,602
Fee **\$5.00**

Certificate of Non-Assessment of Corporation Franchise Tax

This is to Certify that there have been no Corporation Franchise taxes levied upon or assessed against **TURNER & WESCOTT, INC. *** (A Pennsylvania Corporation - Not Authorized in New Jersey).

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this

11th day of March

A.D. 1968

Arthur Krugley
Deputy Director, Division of Taxation



State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **U** 3594

Application No. 46,604

Fee **\$5.00**

Certificate of Non-Assessment of Corporation Franchise Tax

This is to Certify that there have been no Corporation Franchise taxes levied upon or assessed against **WAWA FOOD MARKETS, INC. *** (A Pennsylvania Corporation - Not Authorized in New Jersey).

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this
11th day of March

A.D. 1968

William Kinigley
Deputy Director, Division of Taxation

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State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **U** 3595

Application No. 46,603
Fee **\$5.00**

Certificate of Non-Assessment of Corporation Franchise Tax

This is to Certify that there have been no Corporation Franchise taxes
levied upon or assessed against **WAWA DAIRY FARMS *** (A Pennsylvania
Corporation - Not Authorized in New Jersey).

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of
1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with
the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A.
54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or
antecedent or supplementary thereto.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this
11th day of March

A.D. 1968

William Knipley
Deputy Director, Division of Taxation

EXHIBIT 105

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger made and entered into this 30th day of January, 1968 by and among THE MILLVILLE MANUFACTURING COMPANY ("Millville"), a New Jersey corporation, and the directors thereof; WAWA DAIRY FARMS ("Wawa"), a Pennsylvania corporation, and the directors thereof; WAWA FOOD MARKETS, INC. ("Markets"), a Pennsylvania corporation, and the directors thereof; and TURNER & WESCOTT, INC. ("T & W"), a Pennsylvania corporation, and the directors thereof; which corporations being sometimes hereinafter referred to as the "Constituent Corporations",

W I T N E S S E T H :

WHEREAS the parties desire upon the terms and subject to the conditions herein set forth to effect the merger of Wawa, Markets and T & W with and into Millville;

NOW, THEREFORE, in consideration of their respective promises and undertakings hereunder, the parties hereto, each intending to be legally bound hereby, do covenant and agree respectively as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Terms Defined. The terms defined in this Section 1.01 shall, for all purposes of this Agreement and Plan of Merger have the meanings herein specified, unless the content expressly or by necessary implication otherwise requires:

(a) "Agreement and Plan of Merger" or "this Agreement and Plan of Merger" shall mean this instrument as originally executed and delivered, or, if amended or supplemented, as so amended or supplemented;

(b) "Merger Date" shall mean the date upon which the merger contemplated hereby becomes effective under the laws of the State of New Jersey and the Commonwealth of Pennsylvania;

(c) "Wawa Capital Stock" shall mean the capital stock of \$100 par value of Wawa;

(d) "Markets' Common Stock" shall mean the common stock of \$10 par value of Markets;

(e) "T & W Capital Stock" shall mean the capital stock of \$50 par value of T & W;

(f) "Surviving Corporation" shall mean Millville as it exists after the Merger Date;

(g) "Millville Common Stock" shall mean the common stock of Millville which shall become the common stock of the Surviving Corporation;

(h) "Millville Class A Common" shall mean the Class A Common Stock, without par value, of Millville which is to be authorized and issued in connection with the merger.

ARTICLE II

THE MERGER AND ITS EFFECTS

On the Merger Date, Wawa, Markets and T & W will merge with and into Millville in accordance with the provisions of Chapter 12 of Title 14 of the Revised Statutes of the State of New Jersey, as amended, and Article IX of the Business Corporation Law of the Commonwealth of Pennsylvania, as amended, on the following terms and conditions and pursuant to the following provisions:

SECTION 2.01. Constituent Corporations. Millville was incorporated as "The Millville Manufacturing Company" by Act of Legislature of New Jersey approved March 10, 1865 entitled "an Act to incorporate The Millville Manufacturing Company" (Laws of New Jersey, 1865 Chapter CXXXIII) and is existing under and by virtue of Title 14 Revised Statutes of New Jersey; Wawa was incorporated as "Wawa Dairy Farm" under the laws of the Commonwealth of Pennsylvania on February 14, 1922; Markets was incorporated as "Wawa Food Markets, Inc." under the laws of the Commonwealth of Pennsylvania on January 22, 1964; and T & W was incorporated as "Turner and Weisheit" under the laws of the Commonwealth of Pennsylvania on December 3, 1908, which name was changed to "Turner & Weisheit, Inc." on October 14, 1958.

The authorized capital of Millville consists of 40,000 shares of common stock, par value \$10 per share, of which 33,498 shares are outstanding. No change in the authorized capital of Millville will occur between the date of this Agreement and Plan of Merger and the Merger Date, but on the Merger Date the authorized capital of Millville will be increased to 85,467 shares of Common Stock, par value \$10 per share and 34,533 shares of Class A Common Stock, without par value, as hereinafter provided in this Agreement and Plan of Merger.

The authorized capital of Wawa consists of 4,000 shares of capital stock, par value \$100 per share of which 3,517 shares are issued and outstanding.

The authorized capital of Markets consists of 20,000 shares of common stock, par value \$10 per share, of which 2,500 shares are issued and outstanding, all of which are held by Wawa.

The authorized capital of T & W consists of 1,800 shares of capital stock, par value \$50 per share, of which 1,000 shares are issued and outstanding. Of said issued and outstanding shares, 994 are held by Wawa and 6 are held by directors of T & W as qualifying shares.

Between the date of this Agreement and Plan of Merger and the Merger Date, no shares of authorized stock of Millville, Wawa, Markets or T & W will be issued or sold except that up to 320 shares of capital stock of Wawa may be issued at a price of \$295 per share upon the exercise of an outstanding employee stock option held by an employee of Wawa. To the extent that said option shall be unexercised as of the Merger Date, the holder thereof shall thereafter, until the same expires, be entitled to purchase Millville Class A Common Stock thereunder and said option shall be adjusted to permit the purchase of nine times the number of shares of Millville Class A Common Stock as the holder shall be entitled to purchase shares of Wawa Capital Stock as of the Merger Date, at a price per share of \$32.778.

SECTION 2.02. Name of Surviving Corporation. The name of the Surviving Corporation will be "The Millville Manufacturing Company".

SECTION 2.03. Location of Principal Office of Surviving Corporation. The location of the principal office of the Surviving Corporation in the State of New Jersey is and shall be 15 Exchange Place, Jersey City, and The Corporation Trust Company is designated as the agent therein, in charge thereof, and upon whom process against the said Surviving Corporation may be served.

SECTION 2.04. Meetings of Stockholders and Certificate of Incorporation of Surviving Corporation. Separate meetings of the stockholders of Millville, Wawa, Markets and T & W, respectively, shall be called to be held in accordance with the New Jersey Corporation Law and the Pennsylvania Business Corporation Law, on or before March 5, 1968, or as soon thereafter as is reasonably practicable for the purpose of submitting the approval and adoption of this Agreement and Plan of Merger to the stockholders of each of said corporations. The Certificate of Incorporation of Millville will be the Certificate of Incorporation of the Surviving Corporation except that the section thereof relative to Millville's authorized

capital stock shall be amended to read as set forth in Exhibit A hereto.

SECTION 2.05. Capitalization of Surviving Corporation. The Surviving Corporation shall have an authorized capital stock consisting of 85,467 shares of Common Stock, par value \$10 per share and 34,533 shares of Class A Common Stock, without par value.

SECTION 2.06. Filing Date. Subject to ARTICLE V hereof, as soon as practicable after the required approval of this Agreement and Plan of Merger by the respective stockholders of the parties hereto, the further procedures with respect to the submission of this Agreement and Plan of Merger and related documents for filing required under the laws of the State of New Jersey and the Commonwealth of Pennsylvania to make the merger effective shall be carried out. The date of such submission for filing shall be known as the Filing Date and shall be March 29, 1968 unless postponed as provided in Section 5.06 hereof.

SECTION 2.07. By-Laws of Surviving Corporation. The By-Laws of the Surviving Corporation will be the By-Laws of Millville which are in effect on the Merger Date.

SECTION 2.08. Conversion of Shares. Upon the Merger Date the shares of outstanding stock of the Constituent Corporations will be converted as follows:

(a) The holders of outstanding Millville common stock will continue to hold their present shares thereof, and said stock will remain outstanding without change as Common Stock of the Surviving Corporation.

(b) Each share of Wawa Capital Stock outstanding will be converted into and will become 9 shares of Millville Class A Common Stock.

(c) Each share of outstanding Common Stock of Markets will be cancelled and no shares or other securities or obligations or cash of the Surviving Corporation shall be issued therefor.

(d) Each share of T & W Capital Stock outstanding will be cancelled and no shares or other securities or obligations or cash of the Surviving Corporation shall be issued therefor.

SECTION 2.09. Exchange of Wawa Capital Stock Certificates for Certificates of Millville Common Stock. Upon and after the Merger Date, the holders of certificates for shares of Wawa Capital Stock will be entitled to receive in exchange therefor, and against surrender thereof to the Surviving Corporation, certificates for a number of shares of Millville Class A Common Stock to be determined in accordance with the provisions of Section 2.08 above.

SECTION 2.10. Effect of Merger. Upon consummation of the merger, all the rights, privileges, powers and franchises of each of Millville, Wawa, Markets and T & W, both of a public and private nature, all real and personal property, all debts due on any account, as well for stock subscriptions as all other things in action or belonging to each of Millville, Wawa, Markets and T & W, and all and every other interest shall vest in the Surviving Corporation as effectually as they were vested in Millville, Wawa, Markets and T & W, respectively, prior to the merger; and the title to any real estate, vested in Millville, Wawa, Markets and T & W by deed or otherwise, shall not revert or be in any way impaired.

All rights of creditors and all liens upon the property of each of Millville, Wawa, Markets and T & W shall be preserved unimpaired, and each of them may be deemed to continue in existence in order to preserve the same, and all debts, liabilities, restrictions and duties of each of them shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if they had been incurred or contracted by it.

SECTION 2.11. Officers and Directors of Surviving Corporation. The officers and directors of the Surviving Corporation following the Merger Date shall be as follows and shall hold office in accordance with the By-Laws of the Surviving Corporation:

DIRECTORS

<u>Name</u>	<u>Address</u>
Richard D. Wood	"Hurricane Hollow" Wawa, Penna. 19063
Grahame Wood	"Blossom Hill" Wawa, Penna. 19063
John A. Finley	500 South Roberts Rd. Rosemont, Penna.
George Wood Furness	"Waterville" Chestnut Pkwy. & Ridley Dr. Chester, Penna. 19013
Wesley F. Parience	Sunset Blvd. & Union Lake Rd. Millville, N.J. 08332
Theodore E. Crawford, Jr.	704 Second Avenue Folsom, Penna. 19033
Santo J. Salvo	Deer Path Circle Millville, N. J.
John M. Hurley	11 Horseshoe Drive Media, Penna.
Charles R. Meyers	144 Springton Lake Rd. Media, Penna.
Richard D. Wood, Jr.	236 Spruce Street Philadelphia, Penna. 19106

Directors. cont'd.

Charles F. Gourlay
Davis D. Lewis

5030 Sanson Street
Philadelphia, Penna.
400 East Vine Street
Millville, N. J.

OFFICERS

<u>Name</u>		<u>Address</u>
Richard D. Wood	Chairman	"Hurricane Hollow" Wawa, Penna. 19063
Grahame Wood	Pres. & Chief Executive Officer	"Blossom Hill" Wawa, Penna. 19063
John J. Finley	Vice-President	500 South Roberts Rd. Rosemont, Penna.
George Wood Furness	Vice-President	"Waterville", Chestnut Pkwy & Ridley Dr. Chester, Penna. 19013
Wesley F. Patience	Vice-President & Asst. Treasurer	Sunset Blvd. & Union Lake Road
Theodore E. Crawford	Secretary & Treasurer	704 Second Avenue Folsom, Penna. 19033
Santo J. Salvo	Assistant Secretary	Deer Path Circle Millville, N. J.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Millville and Wawa represent and warrant as follows:

SECTION 3.01. Incorporation; Corporate Power; Qualification. With respect to their respective corporate existence, and the corporate existence of their respective subsidiaries, (Millville hereby warranting and representing that it has no subsidiaries other than The Maurice River Company, a New Jersey corporation wholly owned by Millville), Millville and Wawa respectively represent and warrant that they and their said respective subsidiaries are corporations duly organized, validly existing and in good standing under the laws of their respective states of incorporation and have full corporate power and authority to own and lease their properties and to conduct their businesses as and where such properties are now owned or leased and such businesses are now conducted.

SECTION 3.02. Due Authorization of Agreement. Respectively, that subject to approval of this Agreement and Plan

of Merger and the transactions contemplated hereby by the stockholders of each of the Constituent Corporations, they have respectively taken and have respectively caused their respective subsidiaries to take all necessary and proper corporate action to authorize and approve this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby.

SECTION 3.03. Financial Information. Respectively, that their respective audited financial statements as at December 31, 1966; the audited financial statements of their respective subsidiaries as of said date; and their respective unaudited financial statements, and those of their respective subsidiaries, as of September 30, 1967 have been prepared in accordance with generally accepted accounting principles consistently applied and fairly and accurately present the results of the operations of the corporation to which said financial statements relate during the respective periods covered thereby and the respective financial condition of the corporations to which they relate at the end of such respective periods.

SECTION 3.04. Title to Properties; Liens; Condition of Property. Respectively, that all the real property owned by them or their respective subsidiaries as reflected in the unaudited financial statements referred to in Section 3.03 above is held as of the date of this Agreement and Plan of Merger as reflected in said financial statements except to the extent that any of said real property has been disposed of since September 30, 1967, and such of said real property as has been disposed of since said date has been disposed of for a consideration not less than the carrying value of such real property as reflected in said financial statements. Respectively, that, except to the extent so disposed of, they or their respective subsidiaries, as the case may be, have good and marketable title in fee simple to all such real property and none of such real property or any other property or assets is subject to any mortgage, pledge, lien, conditional sale agreement, security title, encumbrance or other charge except as disclosed in the unaudited financial statements referred to in Section 3.03 above. Respectively, that except to an extent which does not materially adversely affect their, or their respective subsidiaries' respective business, operations or property, they or their respective subsidiaries do not occupy and are not dependent on the right to use the property of others except under valid and enforceable leases, contracts or other arrangements; all their or their respective subsidiaries' buildings, machinery and equipment are in a good state of repair, have been well maintained, substantially conform with all applicable ordinances, regulations and zoning or other laws and do not encroach on property of others, and such machinery and equipment is in good working order; and, respectively, they, and each of their respective subsidiaries, hold all licenses required to carry on their respective businesses.

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SECTION 3.05. Liabilities. Respectively, to the best of their knowledge, there were at September 30, 1967 no material liabilities or obligations of any nature of their, or of their respective subsidiaries, whether or not accrued or contingent and whether or not determined or determinable, including, without limitation, tax liabilities due or to become due, other than liabilities disclosed in the unaudited financial statements referred to in Section 3.03 above and, respectively, no liabilities have been incurred by them, or by their respective subsidiaries, since the date of said unaudited financial statements other than liabilities incurred in the ordinary course of business, none of which have had a materially adverse effect against their respective financial condition; or the financial condition of their respective subsidiaries, as reflected in said unaudited financial statements.

SECTION 3.06. Accounts, Notes and Advances Receivable. Respectively, to the best of their knowledge, all accounts, notes and advances receivable reflected on their or their respective subsidiaries' unaudited financial statements described in Section 3.03 above are valid obligations subject to no counterclaims or set-offs known to them and in their opinion are fully collectible and will be paid when due or are adequately reserved against in accordance with their or their respective subsidiaries' usual accounting policies and procedures; except that the notes receivable by Millville referred to in "Note 2 - Notes Receivable" of the December 31, 1966 consolidated financial statement of Millville are, and have been, in default since January, 1967 in certain respects heretofore made known to the Wawa Board of Directors.

SECTION 3.07. Litigation. Respectively, to the best of their knowledge there are no actions, suits or proceedings pending or threatened against or materially affecting them or any of their subsidiaries or any of their or their respective subsidiaries' property, assets or businesses or which would prevent or hinder the consummation of the transactions contemplated by this Agreement and Plan of Merger, and they are not charged with violating, or threatened with a charge of violating, or under investigation with respect to a possible violation of, any provision of any Federal, state or local law or administrative ruling or regulation relating to any material aspect of their businesses.

SECTION 3.08. Insurance. Respectively, that they and each of their respective subsidiaries are covered by insurance in the manner and in the amounts customary in the businesses in which they are engaged.

SECTION 3.09. Contracts, Agreements and Plans. Respectively, except for (i) contracts and purchase commitments for normal inventory requirements and (ii) contracts, agreements,

plans and commitments listed in the Schedule of Contracts and Commitments attached hereto, neither they nor any of their respective subsidiaries is a party to or subject to any of the following, whether written or oral:

(a) Any management or employment contract or material contract for personal services which is not by its terms terminable at will without penalty;

(b) Any material plan, contract or arrangement providing for employee benefits;

(c) Any plan, contract or arrangement providing for insurance for any officer, consultant, director, employee or members of their families;

(d) Any material contract or agreement not made in the ordinary course of business;

(e) Any contract, agreement, arrangement or understanding upon which any material part of their business or the business of their respective subsidiaries is dependent, or which materially affects its business, property or condition (financial or otherwise); or

(f) Any contract or agreement whose transfer or attempted transfer under this Agreement and Plan of Merger without the consent of another person would constitute a breach of any agreement or commitment to which they or any of their respective subsidiaries is a party or by which they or any of their respective subsidiaries may be bound.

SECTION 3.10. Taxes. Respectively, that they and their respective subsidiaries have prepared, executed and filed all Federal, state and other tax returns required to be filed by applicable laws and regulations for all fiscal years to and including the fiscal year ended December 31, 1966 and have paid all taxes or installments thereof shown by such returns to be due at or before the date hereof; their and their respective subsidiaries' unaudited financial statements as at September 30, 1967 adequately provide, in a manner consistent with their and their respective subsidiaries' usual accounting policies and procedures and which they deem adequate, for the payment of all Federal, state and other taxes of theirs or their respective subsidiaries for the period commencing January 1, 1967 and ended On September 30, 1967 and for all fiscal periods prior thereto; their books and the books of their respective subsidiaries on the Merger Date will provide in accordance with their and their respective subsidiaries' usual practice, which they deem adequate, for the payment of all Federal, state and other taxes of its or their respective subsidiaries for the period commencing January 1, 1967 and ended on the Merger Date and for all fiscal periods prior thereto.

SECTION 3.11. Absence of Material Changes. Respectively,
(a) Since September 30, 1967 neither they nor any of their respective subsidiaries has: (except for contracts, agreements, plans and commitments listed or reflected in the Schedule of Contracts and commitments attached hereto)

(1) made any change in its business or operations or the manner of conducting its business or operations other than changes in the lawful and ordinary course of business one of which has and which in the aggregate have not had a materially adverse effect on such business or operations;

(2) suffered any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting its business or operations;

(3) declared, set aside or paid any dividends or distributions in respect of its shares, except Wawa has paid a cash dividend of \$4.00 per share.

(4) made any pension, retirement, profit sharing or bonus payment, or made any other employee welfare or benefit payment, except payments consistent with its usual employee welfare and benefit practices;

(5) suffered any change in its condition, financial or otherwise, or in its assets, liabilities (absolute or contingent) or business, except changes in the lawful and ordinary course of business none of which has, and which in the aggregate have not, materially and adversely affected its business, property, assets or financial condition, nor has any event or condition of any character occurred which materially and adversely affects its business or prospects.

(b) Since September 30, 1967 neither they nor any of their respective subsidiaries has, (except for (i) contracts and purchase commitments for and transactions with respect to inventory requirements in accordance with their or their respective subsidiaries' normal purchasing practices, and (ii) contracts, agreements, plans, or commitments listed or reflected in the Schedule of Contracts and commitments attached hereto):

(1) voluntarily incurred any obligation or liability (absolute or contingent) except liabilities incurred in the lawful and ordinary course of their or their respective subsidiaries'

business and their or their respective subsidiaries' obligations under this Agreement and Plan of Merger;

(2) except in the lawful and ordinary course of business sold, leased, disposed of, mortgaged, pledged or subjected to any lien or encumbrance, or waived any substantial rights relating to, any of its property or assets, tangible or intangible;

(3) entered into any material lease of real property or, except in the lawful and ordinary course of business, any material lease of personal property;

(4) failed to perform all its obligations or suffered or permitted any default to exist under any material contract, lease or other agreement to which it is a party or by which it may be bound; or

(5) entered into any transaction or material contract or agreement other than in the lawful and ordinary course of business.

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ARTICLE IV

Covenants

Millville and Wawa covenant and agree with each other that from the date hereof to and including the Merger Date:

SECTION 4.01. Maintenance of Business. That they and their respective subsidiaries shall continue to carry on their businesses, maintain their plants and equipment and keep their books of account, records and files in substantially the same manner as heretofore.

SECTION 4.02. Representations and Warranties. Promptly upon the occurrence of, or promptly upon their becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach, or would have caused or constituted a breach had such event occurred or been known to them prior to the date hereof, of any of their representations and warranties contained in or referred to in this Agreement and Plan of Merger, they shall give detailed written notice thereof to the other and shall use their best efforts to prevent or promptly remedy the same.

SECTION 4.03. Dissenting Stockholders. On or prior to the Merger Date Wawa shall deliver to Millville a true and correct list of the names, addresses and number of shares of stock owned by each Wawa stockholder who has dissented with respect to the approval of this Agreement and Plan of Merger.

ARTICLE V

Conditions

The obligations of the parties to this Agreement and Plan of Merger to consummate this Agreement and Plan of Merger and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Merger Date, of the following conditions precedent:

SECTION 5.01. Stockholder Authorization. This Agreement and Plan of Merger and the transactions contemplated hereby shall have been duly adopted by the stockholders of each of the parties to this Agreement and Plan of Merger as required by the laws of the states of incorporation of the parties to this Agreement and Plan of Merger.

SECTION 5.02. Representations; Warranties; Covenants. Each of the representations and warranties made by Millville and Wawa in this Agreement and Plan of Merger shall be true and correct as though made again on the Merger Date.

SECTION 5.03. Governmental Approvals. All licenses, permits and other approvals by any department or agency of the United States or any state or political subdivision thereof of the consummation of this Agreement and Plan of Merger and the transactions contemplated hereby or which may be required in order to enable Millville to continue the operations of each of the parties to this Agreement and Plan of Merger shall have been obtained.

SECTION 5.04. Stock Options. (i) Since the date hereof, no options shall have been issued to purchase the stock of any of the parties to this Agreement and Plan of Merger.

SECTION 5.05. Certificates as to Satisfaction of Conditions. The President of Wawa shall have delivered to Millville on the Filing Date a certificate dated the Filing Date to the effect that, as of that date, the conditions set forth in Sections 5.01 - 5.04 hereof have all been satisfied as to Wawa and its subsidiaries and the President of Millville shall have delivered to Wawa on the Filing Date a certificate dated the Filing Date to the effect that, as of that date, the conditions set forth in Sections 5.01 - 5.04 hereof have all been satisfied as to Millville and its subsidiary.

SECTION 5.06. Rights Upon Non-Satisfaction of Conditions. If on March 29, 1968 any of the conditions set forth in Sections 5.01 - 5.06 of this ARTICLE V are unsatisfied, then (a) the Filing Date shall be postponed to such date as Millville and Wawa may fix by mutual agreement or (b) Millville and Wawa may waive such unsatisfied condition(s), in which event the Filing Date shall not be postponed. If the Filing Date is postponed and any condition remains unsatisfied on the postponed Filing Date and is not waived on or prior to such postponed Filing Date by Millville and Wawa, this Agreement and Plan of Merger shall terminate on such postponed Filing Date unless the Filing Date is further postponed by mutual agreement of Millville and Wawa. If the Filing Date is postponed because of any unsatisfied condition and on any postponed Filing Date all conditions have been satisfied or

waived as aforesaid, then the Filing Date shall not be further postponed and the further procedures required under the laws of the State of New Jersey and the Commonwealth of Pennsylvania to make the merger effective under such respective laws shall forthwith be carried out. Any waiver or postponement pursuant to this section shall be in writing.

ARTICLE VI

Miscellaneous

SECTION 6.01. Dissenters. Anything in this Agreement and Plan of Merger to the contrary notwithstanding, in the event that (a) the number of Dissenting Wawa Shares shall exceed 2% of the number of shares of Wawa Capital Stock outstanding on the Merger Date, or (b) the number of Dissenting Millville Shares shall exceed 2% of the number of shares of Millville Common Stock outstanding on the Merger Date, the boards of directors of Millville or Wawa may in their sole discretion (but shall not be obligated to) terminate and cancel this Agreement and Plan of Merger by delivering to the Board of Directors of the other corporation notice of termination, whereupon this Agreement and Plan of Merger shall terminate.

SECTION 6.02. Termination and Cancellation. This Agreement and Plan of Merger may be terminated and cancelled by mutual agreement of Millville and Wawa or by either Millville or Wawa pursuant to Section 5.06 or 6.01 hereof. Upon any such termination of this Agreement and Plan of Merger, each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and Plan of Merger and no party hereto shall have any claims or rights against any other party on account of the representations, warranties, covenants and agreements contained herein.

SECTION 6.03. Survival of Representations and Warranties. Wawa and Millville agree that the representations and warranties contained herein or made hereunder shall expire on the Merger Date, except that liability for willful misrepresentation shall survive the Merger Date.

SECTION 6.04. Notices. All notices, demands and other communications which may or are required to be given hereunder or with respect thereto shall be given by each of the parties hereto on behalf of itself and its directors. All

such notices, demands and other communications shall be in writing, shall be given either by personal delivery or by mail or telegraph, and shall be deemed to have been given or made when personally delivered, when deposited in the mail, first class, air mail, postage prepaid, or when delivered to the telegraph company, charges prepaid, addressed as follows:

(a) if to Millville and its directors:

The Millville Manufacturing Company
and its Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Pa. 19102

or to such other addresses as Millville may from time to time designate by notice to the other parties hereto; and

(b) if to Wawa and its directors:

Wawa Dairy Farms and its
Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Pa. 19102

or to such other addresses as Wawa may from time to time designate by notice to the other parties hereto; and

(c) if to Markets and its directors:

Wawa Food Markets, Inc. and its
Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Pa. 19102

or to such other addresses as Markets may from time to time designate by notice to the other parties hereto; and

(d) if to T & W and its directors:

Turner & Wescott, Inc. and its
Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Penna. 19102

or to such other addresses as T & W may from time to time designate by notice to the other parties hereto.

SECTION 6.05. Entire Agreement and Plan of Merger. This Agreement and Plan of Merger constitutes the entire agreement and plan of merger between the parties and supersedes and cancels any and all prior agreements and plans of merger between the parties relating to the subject matter hereof.

SECTION 6.06. Captions. The captions of Articles and Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement and Plan of Merger.

SECTION 6.07. Counterparts. This Agreement and Plan of Merger may be executed simultaneously in four or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement and Plan of Merger to produce or account for more than one such counterpart.

SECTION 6.08. Amendment Prior to Stockholders' Vote. Any of the terms or conditions of this Agreement and Plan of Merger may be waived at any time by the Constituent Corporation which is, or the shareholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such Constituent Corporation, or any of such terms or conditions may be amended or modified in whole or in part at any time prior to the vote of the shareholders of the Constituent Corporations hereon by any agreement in writing, executed in the same manner as this Agreement and Plan of Merger after authorization to do so by the Boards of Directors of the Constituent Corporations, provided, however, that such actions shall be taken only if, in the judgment of the respective Boards of Directors taking the action, such waiver or such amendment or modification will not have a materially adverse effect on the benefits intended under this Agreement and Plan of Merger to their shareholders.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by The Millville Manufacturing Company, Wawa Dairy Farms, Wawa Food Markets, Inc. and Turner & Wescott, Inc. and by a majority of the directors of each of such

corporations, and each of the parties hereto has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary, all as of the day first above written.

THE MILLVILLE MANUFACTURING COMPANY

By: Richard E. Dool
President

<u>Richard E. Dool</u>	<u>Richard D. Wood</u>
<u>Doris A. Lewis</u>	<u>[Signature]</u>
<u>Wesley Perkins</u>	<u>Charles F. Gounley</u>
<u>Sustana Wood</u>	<u>[Signature]</u>

Majority of Directors of The Millville Manufacturing Company

[CORPORATE SEAL]

Attest:

[Signature]
Secretary

WAWA DAIRY FARMS

By: [Signature]
President

<u>Richard B. Dool</u>	<u>[Signature]</u>
<u>John M. Healey</u>	<u>Richard D. Wood</u>

Charles R. Mayhew
Charles F. Jurek
Stephen Wood
W. R. Riley

Majority of Directors of Wawa Dairy Farms

[CORPORATE SEAL]

Attest:

Theodore C. Campbell
Secretary

WAWA FOOD MARKETS, INC.

By: Stephen Wood
President

Theodore C. Campbell
Stephen Wood
W. R. Riley

Majority of Directors of Wawa Food Markets, Inc.

[CORPORATE SEAL]

Attest:

Theodore C. Campbell
Secretary

TURNER & WESCOTT, INC.

By: W. R. Riley
President

Theodore C. Campbell
Richard P. Wood

Richard E. Wood
John M. Healey
Charles R. Meyers

Ernest Wood
W. H. H. H. H.
Charles H. H. H.

Majority of Directors of Turner & Wescott, Inc.

[CORPORATE SEAL]

Attest:

Charles E. H. H.
Secretary

EXHIBIT A
SECTION OF CERTIFICATE OF INCORPORATION OF
THE MILLVILLE MANUFACTURING COMPANY
RELATING TO
AUTHORIZED CAPITAL STOCK

The total authorized Capital Stock of the Corporation is thirty-four thousand, five hundred and thirty-three (34,533) shares of Class A Common Stock without nominal or par value and eighty-five thousand, four hundred and sixty-seven (85,467) shares of Common Stock of the par value of ten dollars (\$10.00) per share, amounting in the aggregate to eight hundred and fifty-four thousand, six hundred and seventy dollars (\$854,670).

A description of the different classes of stock of the Corporation and a statement of the designations, powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, are as follows:

Class A Common Stock

(a) Dividends. Until conversion of the Class A Common Stock as provided in paragraph (d) below, the holders thereof shall be entitled to receive, out of the assets of the Corporation legally available therefor and as and when declared by the Board of Directors, preference cash dividends at, but not exceeding, the rate of \$1.25 per share per annum, payable quarterly on the 10th day of the months of April, July, October and January in each year. Preference cash dividends upon the Class A Common Stock shall be cumulative from April 10, 1968 so that if in any dividend period or periods full preference cash dividends upon the outstanding shares of Class A Common Stock at the rate fixed therefor shall not have been paid, the deficiency shall be declared and paid or set apart for payment before any other cash dividend shall be declared and paid or set apart for payment on the Class A Common Stock and the Common Stock. Subject to the foregoing, the holders of the Class A Common Stock shall participate pro rata with the holders of the Common Stock in all other dividend distributions, whether in cash or stock, made by the Corporation with respect to its capital stock, each share of each class being entitled to the same distribution per share.

(b) Voting Rights. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote

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for each share held and, except as otherwise provided by law, the shares of Class A Common Stock and the shares of Common Stock of the Corporation shall vote together as one class.

(c) Liquidation or Dissolution. On liquidation or dissolution of the Corporation, whether voluntary or involuntary, before any payment or distribution shall be made to the holders of Common Stock, the holders of Class A Common Stock shall be entitled to be paid an amount equal to all accumulated and unpaid preference cash dividends thereon, whether or not such dividends have been earned or declared. After such payments shall have been made in full to all holders of Class A Common Stock, the remaining assets of the Corporation distributable to stockholders shall be divided and distributed pro rata to the holders of Class A Common Stock and Common Stock, each share of each class being entitled to the same distribution per share.

A consolidation or merger to which the Corporation shall be a party shall not be deemed a liquidation or dissolution of the Corporation within the meaning of this subdivision.

(d) Conversion. All shares of Class A Common Stock outstanding shall be converted on a share per share basis into shares of Common Stock on (i) April 10, 1973 provided all preference cash dividends (including those accumulated) required to be paid shall have been paid on such date or (ii) on such subsequent quarterly dividend payment date with respect to such preference cash dividends as all such preference cash dividends (including those accumulated) shall have been paid.

Forthwith following such automatic conversion, the Corporation shall by mail notify each holder of Class A Common Stock of the occurrence of such automatic conversion, whereupon each such holder shall be required to surrender his certificates for Class A Common Stock to the Corporation at its principal office in Wawa, Pennsylvania and shall be entitled to receive, and shall promptly receive, in exchange therefor, a certificate or certificates representing the full number of shares of Common Stock of the Corporation into which such shares of Class A Common Stock shall have automatically been converted.

Common Stock

(a) Dividends. Subject to the rights of the holders of the Class A Common Stock, the holders of the Common Stock shall be entitled to receive, out of the assets of the Corporation legally available therefor and as and when declared by the Board of Directors, cash dividends and other distributions with respect to the capital stock of the Corporation.

(b) Voting Rights. Each holder of shares of Common Stock shall be entitled to one (1) vote for each share held and except as otherwise provided by law, the shares of Common Stock and Class A Common Stock shall vote together as one class.

(c) Liquidation or Dissolution. Upon the liquidation or dissolution of the Corporation, whether voluntary or involuntary, the assets of the Corporation distributable to stockholders shall, subject to the rights of the holders of the Class A Common Stock with respect to prior payment of accumulated and unpaid preference cash dividends, be divided and distributed pro rata to the holders of Class A Common Stock and Common Stock, each share of each class being entitled to the same distribution per share.

A consolidation or merger to which the Corporation shall be a party shall not be deemed a liquidation or dissolution of the Corporation within the meaning of this subdivision.

General

No holder of any shares of any class of stock of the Corporation shall as such holder, have any pre-emptive right or be entitled as a matter of right to subscribe for or to purchase any other shares or securities of any class which at any time may be sold or offered for sale by the Corporation.

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MILLVILLE - WAVA - MARKETS
 1 & 2 AGREEMENT AND
 PLAN OF MERGER

SCHEDULE OF CONTRACTS
 AND COMMITMENTS

- 1. Wava Dairy Farms and Turner & Wascott, Inc. Union Pension Plans
- 2. Wava Dairy Farms & Turner & Wascott, Inc. Pension Plans for Non-Union Employees
- 3. Wava Food Markets, Inc. Profit Sharing Plan

None

1 3.09(a)
 1 3.09(b)

None

1 3.09(c)

None

1 3.09(d)

None

1 3.09(e)

- 1. Wava Dairy Farms - Dixie Cup Machine lease dated 10/22/63

- 2. Wava Food Markets, Inc. - None to, and Security Agreements with, Greyhound Lines, Inc. dated 9/13/65, 5/27/66, 12/21/66, 4/4/67, 6/30/67, 9/22/67, 11/21/67 and 1/8/68.

CERTIFICATE OF THE SECRETARY OF
THE MILLVILLE MANUFACTURING COMPANY
RELATIVE TO VOTE OF STOCKHOLDERS

I, Grahame Wood, Secretary of The Millville Manufacturing Company, a corporation organized under an Act entitled "an Act to incorporate The Millville Manufacturing Company" (Laws of New Jersey, 1865 Chapter CLXXIII), and existing under and doing business pursuant to Title 14, Corporations, General, Revised Statutes of New Jersey (Revision of 1937) and acts supplemental thereto and amendatory thereof, do hereby certify in accordance with the provisions of Section 14:12-3 thereof:

1. That the foregoing Agreement and Plan of Merger entered into by and among The Millville Manufacturing Company, Wawa Dairy Farms, Wawa Food Markets, Inc. and Turner & Wescott, Inc., to which this certificate is attached was authorized at a duly constituted meeting of the board of directors of said The Millville Manufacturing Company at which a quorum was present and acting throughout, and signed by all the directors of said corporation under its corporate seal.

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2. That said Agreement was thereafter duly submitted to the stockholders of said The Millville Manufacturing Company at a meeting thereof called for the purpose of taking the same into consideration, of which meeting twenty days' notice of time, place and object thereof was served on or mailed to the last known post office address of each of said stockholders.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and the stockholders owning at least two-thirds of all the capital stock of said The Millville Manufacturing Company voted in favor of the adoption of said Agreement.

4. That the meeting of stockholders of said The Millville Manufacturing Company and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote, were not held or taken in connection with any meeting of stockholders of any other corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said The

Millville Manufacturing Company this 15th day of
March, 1968.

Graham Wood
Secretary

(CORPORATE SEAL)

NO. 103

10/15/68

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CERTIFICATE OF THE SECRETARY OF
WAWA DAIRY FARMS
RELATIVE TO VOTE OF STOCKHOLDERS

I, Theodore E. Crawford, Jr., Secretary of Wawa Dairy Farms, a corporation organized under the laws of the Commonwealth of Pennsylvania, and existing under and doing business pursuant to the "Pennsylvania Business Corporation Law", Act of May 3, 1933 (P.L. 384 of Pennsylvania) as amended, do hereby certify in accordance with the provisions of Section 14:12-3 of Title 14, Corporations, General, Revised Statutes of New Jersey (Revision of 1937) and acts supplemental thereto and amendatory thereof;

1. That the foregoing Agreement and Plan of Merger entered into by and among The Millville Manufacturing Company, Wawa Dairy Farms, Wawa Food Markets, Inc. and Turner & Wescott, Inc., to which this certificate is attached was authorized at a duly constituted meeting of the board of directors of said Wawa Dairy Farms, at which a quorum was present and acting throughout, and signed by all the directors of said corporation under its corporate seal.

2. That said Agreement was thereafter duly submitted to the stockholders of said Wawa Dairy Farms at a meeting thereof called for the purpose of

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taking the same into consideration, of which meeting twenty days' notice of time, place and object thereof was served on or mailed to the last known post office address of each of said stockholders.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all the capital stock of said Wawa Dairy Farms voted in favor of the adoption of said Agreement.

4. That the meeting of stockholders of said Wawa Dairy Farms and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken in connection with any meeting of stockholders of any other corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said Wawa Dairy Farms this 15th day of March, 1963.


Secretary

(CORPORATE SEAL)

CERTIFICATE OF THE SECRETARY OF
WAWA FOOD MARKETS, INC.
RELATIVE TO VOTE OF STOCKHOLDERS

I, Theodore E. Crawford, Jr., Secretary of Wawa Food Markets, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, and existing under and doing business pursuant to the "Pennsylvania Business Corporation Law", Act of May 5, 1933 (P.L. 364 of Pennsylvania) as amended, do hereby certify in accordance with the provisions of Section 14:12-3 of Title 14, Corporations, General, Revised Statutes of New Jersey (Revision of 1937) and acts supplemental thereto and amendatory thereof:

1. That the foregoing Agreement and Plan of Merger entered into by and among The Millville Manufacturing Company, Wawa Food Markets, Inc., Wawa Dairy Farms and Turner & Wescott, Inc., to which this certificate is attached was authorized at a duly constituted meeting of the board of directors of said Wawa Food Markets, Inc., at which a quorum was present and acting throughout, and signed by all the directors of said corporation under its corporate seal.

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2. That said Agreement was thereafter duly submitted to the stockholders of said Wawa Food Markets, Inc. at a meeting thereof held pursuant to written waiver of notice of and consent to the holding of said meeting signed by all the stockholders of said Wawa Food Markets, Inc.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all the capital stock of said Wawa Food Markets, Inc. voted in favor of the adoption of said Agreement.

4. That the meeting of stockholders of said Wawa Food Markets, Inc. and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken in connection with any meeting of stockholders of any

other corporation.

IN WITNESS WHEREOF, I have hereunto signed
my name as Secretary and affixed the seal of said Hawn
Food Markets, Inc. this 15th day of March, 1968.


Secretary

(CORPORATE SEAL)

WILLIAM E. CAMPBELL
SECRETARY
HAWN FOOD MARKETS, INC.

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CERTIFICATE OF THE SECRETARY OF
TURNER & WESCOTT, INC.
RELATIVE TO VOTE OF STOCKHOLDERS

I, Theodore E. Crawford, Jr., Secretary of
Turner & Wescott, Inc., a corporation organized under
the laws of the Commonwealth of Pennsylvania, and
existing under and doing business pursuant to the
"Pennsylvania Business Corporation Law", Act of May
3, 1933 (P.L. 364 of Pennsylvania) as amended, do
hereby certify in accordance with the provisions of
Section 14:12-3 of Title 14, Corporations, General,
Revised Statutes of New Jersey (Revision of 1937) and
acts supplemental thereto and amendatory thereof:

1. That the foregoing Agreement and Plan
of Merger entered into by and among The Millville
Manufacturing Company, Turner & Wescott, Inc., Wawa
Dairy Farms and Wawa Food Markets, Inc., to which this
certificate is attached was authorized at a duly
constituted meeting of the board of directors of said
Turner & Wescott, Inc., at which a quorum was present
and acting throughout, and signed by all the directors
of said corporation under its corporate seal.

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2. That said Agreement was thereafter duly submitted to the stockholders of said Turner & Wescott, Inc. at a meeting thereof held pursuant to written waiver of notice of and consent to the holding of said meeting signed by all the stockholders of said Turner & Wescott, Inc.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all the capital stock of said Turner & Wescott, Inc. voted in favor of the adoption of said Agreement.

4. That the meeting of stockholders of said Turner & Wescott, Inc. and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken in connection with any meeting of stockholders of any other corporation.

IN WITNESS WHEREOF, I have hereunto signed.

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(CORPORATE SEAL)

SECRETARY

[Signature]

my name as Secretary and affixed the seal of said Turner & Wasscott, Inc. this 15th day of March, 1968.

THE ABOVE AGREEMENT AND PLAN OF MERGER, having been executed by the directors of each corporate party thereto, and having been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of Title 14, Corporations, General, Revised Statutes of New Jersey of 1937, and that fact having been certified on said Agreement and Plan of Merger by the Secretary of each corporate party thereto, said Secretaries of each corporate party thereto do now hereby execute the said Agreement and Plan of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 25th day of March, 1968.

(Corporate Seal)

THE HILLVILLE MANUFACTURING COMPANY

Shadownis Wood
Secretary

(Corporate Seal)

HANA PATRIC FARRELL

Hana Patric Farrell
Secretary

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WANA FOOD MARKETS, INC.

(Corporate Seal)

Secretary

TURNER & WESCOTT, INC.

(Corporate Seal)

Secretary

WANA FOOD MARKETS, INC.
TURNER & WESCOTT, INC.

STATE OF New Jersey)
COUNTY OF Cumberland) ss:

Be it remembered that on the 15th day of March, in the year of our Lord 1968, before me, the undersigned, a notary public in and for the state of New Jersey personally appeared Graham Wood, to me known, who being by me duly sworn according to law, on his oath does depose and say that he is the secretary of and well knows the seal of the Millville Manufacturing Company, one of the corporations which executed the foregoing Agreement and Plan of Merger, that the seal affixed to said Agreement is the corporate seal of the said corporation, and it was so affixed by order of the corporation; that Richard D. Wood, Davis D. Lewis, Wesley F. Patience, Graham Wood, Richard D. Wood, Jr., Santo J. Salvo, Charles F. Courlay and George Wood Furness are the directors of the said corporation, that he saw the said Richard D. Wood, Davis D. Lewis, Wesley F. Patience, Graham Wood, Richard D. Wood, Jr., Santo J. Salvo, Charles F. Courlay and George Wood Furness, as such directors, sign and execute said Agreement and Plan of Merger and affix said seal thereto.

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and heard them declare that they signed and executed the same as the voluntary act and deed of the said corporation, by its order and by authority of its board of directors and the vote, in person or by proxy, of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, as a subscribing witness.

(Notarial Seal)

Edward J. Long
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 27, 1972

STATE OF New Jersey }
COUNTY OF Cumberland. } ss:

Be it remembered that on the 15th day of March, in the year of our Lord 1968, before me, the subscriber, a notary public in and for the state of New Jersey personally appeared Theodore E. Crawford, Jr., to me known, who being by me duly sworn according to law, on his oath does depose and say that he is the secretary of and well knows the seal of Wawa Dairy Farms, one of the corporations which executed the foregoing Agreement and Plan of Merger, that the seal affixed to said agreement is the corporate seal of the said corporation, that it was so affixed by order of the corporation; that Richard D. Wood, John M. Hurley, Theodore E. Crawford, Jr., Richard D. Wood, Jr., Charles R. Meyers, Charles F. Gourlay, George Wood Furness, Grahame Wood, John J. Finley, Jr. are the directors of the said corporation; that he saw the said Richard D. Wood, John M. Hurley, Theodore E. Crawford, Jr., Richard D. Wood, Jr., Charles R. Meyers, Charles F. Gourlay, George Wood Furness, Grahame Wood and John J. Finley, Jr., as such directors, sign and execute said Agreement and Plan of Merger and affix said seal thereto, and

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heard them declare that they signed and executed the same as the voluntary act and deed of the said corporation, by its order and by authority of its board of directors and the vote, in person or by proxy, of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, as a subscribing witness.

(Notarial Seal)

E. L. L. L.
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 21, 1916

Be it remembered that on the 15th day of
 March, in the year of our Lord 1968, before me, the
 subscriber, a notary public in and for the state of
 New Jersey personally appeared Theodore E. Crawford,
 Jr., to me known, who being by me duly sworn according
 to law, on his oath does depose and say that he is the
 secretary of and well knows the seal of Hava Food
 Markets, Inc., one of the corporations which executed
 the foregoing Agreement and Plan of Merger, that the
 seal affixed to said Agreement is the corporate seal
 of the said corporation, that it was so affixed by
 order of the corporation; that Theodore E. Crawford,
 Jr., Graham Wood and John J. Finley, Jr. are the
 directors of the said corporation; that he saw the
 said Theodore E. Crawford, Jr., Graham Wood and John
 J. Finley, Jr., as such directors, sign and execute
 said Agreement and Plan of Merger and affix said seal
 thereto, and heard them declare that they signed and
 executed the same as the voluntary act and deed of the
 said corporation, by its order and by authority of its
 board of directors and the vote, in person or by proxy.

STATE OF New Jersey }
 COUNTY OF Cumberland }
 ss:

of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, as a subscribing witness.

(Notarial Seal)

Charles H. King
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 27, 1972

signed and executed the same as the voluntary act and deed of the said corporation, by its order and by authority of its board of directors and the vote, in person or by proxy, of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, as a subscribing witness.

(Notarial Seal)

Charles A. King
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 27, 1972

EXHIBIT
8-9-71
ONION SKIN
9-10-72

X 1636

AGREEMENT OF MERGER

OF

ALMA PAINT PARTY

SEDA FOOD PRODUCTS, INC.

WAGNER & WILCOX, INC.

INTO

THE MILLVILLE MANUFACTURING

COMPANY

CERTIFICATE OF PAYMENT OF

CORPORATION FRANCHISE TAX

Edward Sandell, Esquire
1421 Chestnut Street
Philadelphia, Pa.

139

C. T. CORPORATION
121 & 122 N. 2nd St.

RELATD CERTIFICATE OF INCORPORATION

OF

THE MILVILLE MANUFACTURING COMPANY

To: The Secretary of State

State of New Jersey

Pursuant to the provisions of Section 14A19-5, Corpora-

tions, General, of the New Jersey Statutes, the undersigned

corporation hereby executes the following Related Certificate

of Incorporation:

FIRST: The name of the corporation is Mawa, Inc.

SECOND: The corporation is organized for the purpose

of doing any and all of the activities set forth in its original

charter, namely an act of the Legislature of the State of New

Jersey entitled "An Act to incorporate The Milville Manufacturing

Company", approved March 10, 1865, and in the several acts suppl-

mentary thereto, and further, to engage in any activity within

the purposes for which corporations may be organized under the

New Jersey Business Corporation Act.

THIRD: The aggregate number of shares which the cor-

poration shall have authority to issue is 100,000 shares of

Common Stock of the par value of Ten Dollars (\$10.00) each.

FOURTH: The address of the corporation's current

registered office is 15 Exchange Place, Jersey City, Hudson

County, New Jersey 07302 and the name of its current registered

agent at such address is The Corporation Trust Company.

FIFTH: The number of directors constituting the

current board of directors is 13. The names and address of the

directors are as follows:

<u>Names</u>	<u>Addresses</u>
Lester S. Broadbelt	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Alexander Ewing	400 Market Street East Philadelphia, Pennsylvania 19106
John J. Finley, Jr.	500 South Roberts Road Rosemont, Pennsylvania
George Wood Furness	Chestnut Parkway & Ridley Drive Wallingford, Pennsylvania 19086
Albert W. Gilmer, Esquire	Dechert, Price & Rhoads 3 Penn Center Plaza Philadelphia, Pennsylvania 19102
Sam J. Jacobson	P.D.Q. Corporation 1110 University Avenue Madison, Wisconsin 53705
Robert E. Keith, Jr.	The Fidelity Bank Broad & Walnut Streets Philadelphia, Pennsylvania 19109
Santo J. Salvo, Esquire	1 Elizabeth Avenue Millville, New Jersey 08312
Grahame Wood	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Richard D. Wood	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Richard D. Wood, Jr., Esquire	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Thomas J. Payne	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
David I. Rhame	The Maurice River Company 821 Columbia Avenue Millville, New Jersey 08312

SIXTH: One or more or all of the directors of the corporation may be removed either for cause or without cause by the shareholders by the affirmative vote of the majority of the votes cast by the holders of shares entitled to vote for the election of directors, and the board of directors shall have the power to remove directors for cause and to suspend directors pending a final determination that cause exists for removal.

SEVENTH: Any action, other than the election of directors, shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Dated this 17 day of August, 1974.

THE MILLVILLE MANUFACTURING COMPANY
(hereinafter to be known as Wawa, Inc.)

[Corporate Seal]

By [Signature]

Attest: [Signature]

CERTIFICATE REQUIRED TO BE FILED WITH THE
RESTATED CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY

Pursuant to the provisions of Section 14A:9-5(5), Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following certificate:

FIRST: The name of the corporation is THE MILLVILLE MANUFACTURING COMPANY.

SECOND: The Restated Certificate of Incorporation was adopted on the 7th day of August, 1974.

THIRD: At the time of the adoption of the restated certificate, the total number of shares entitled to vote thereon was 65,031. That in lieu of a meeting and vote of shareholders, the restated certificate of incorporation was duly adopted by the shareholders without a meeting pursuant to the written consents of the shareholders in the manner provided for in Section 14A:5-6 and that the number of shares represented by such consents were 53,988 shares.

FOURTH: This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation by:

1. Changing the name of the corporation from The Millville Manufacturing Company to Nawa, Inc.
2. Adding to the purposes for which the corporation is organized by providing that it may engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act.
3. Eliminating the Class A Common Stock, without nominal or par value, and increasing the number of shares of Common Stock, which the

corporation has authority to issue from 85,467 to 150,000, par value \$10 per share.

4. Authorizing removal of directors, with or without cause, by the shareholders and removal of directors for cause or suspension of directors pending a final determination that cause exists for removal by the board of directors.

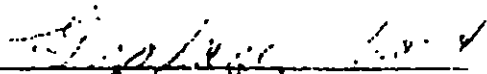
5. Reducing the vote of shareholders necessary to authorize actions requiring shareholder approval from two-thirds to a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

6. Eliminating all other provisions of the former Certificate of Incorporation.

Dated this 21st day of August, 1974.

THE MILLVILLE MANUFACTURING COMPANY

By


Graham Wood
President

X 1636

SEP 3 1974

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GROSS 200.0
TOTAL \$ 155

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CERTIFICATE OF AMENDMENT
TO
RESTATED CERTIFICATE OF INCORPORATION
OF
WAWA, INC.

TO: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-4, Corporations, General, of the New Jersey Statutes, the undersigned corporation, desiring to amend its Restated Certificate of Incorporation, hereby executes the following Certificate of Amendment:

FIRST: The name of the corporation is Wawa, Inc.

SECOND: The amendment adopted by the Shareholders, set forth in full, is as follows:

"RESOLVED, that Article THIRD of the Restated Certificate of Incorporation be amended so as to read in full as follows:

'THIRD: The aggregate number of shares which the corporation shall have authority to issue is 1,500,000 shares of Common Stock of the par value of One Dollar (\$1.00) each."

THIRD: The date of the adoption of the foregoing amendment by the shareholders of the corporation was June 2, 1976.

FOURTH: The number of shares entitled to vote thereon was 68,031 Common Shares.

FIFTH: The number of shares voted in favor of such amendment was 65,967 shares.

The number of shares voted against such amendment was zero (0) shares.

SIXTH: Upon the filing of this Certificate of Amendment in the Office of the Secretary of State of New Jersey, each share of Common Stock, par value of \$10.00 per share of the corporation outstanding on the date thereof shall be converted, without any further action by the corporation or its shareholders, into one share of Common Stock, par value of \$1.00 per share. In connection with such conversion, the stated capital of the corporation shall be reduced by the transfer of \$612,279 from the stated capital to the Additional Paid-in Capital account. The stated capital of the corporation after such conversion, giving effect to such reduction, shall be \$68,031.

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Amendment to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed, this day of June, 1976.

WAWA, INC.

Attest:

By: Richard E. Linnell

Richard E. Linnell

(Corporate Seal)

X 1636

FILED

JUL 27 1916

22nd April
SECRETARY OF STATE

299533

LICENSE FEE

\$1.00

FILING FEE

\$35

RECORDING

REPRODUCING COPY

SEC. OF STATE

\$1.035

Bill
renewal

Wawa Ford Trucks

Red Roof

Baltimore Md

Wawa, Pa. 19163

0386. 1634

CERTIFICATE OF MERGER

OF

SHIRWOOD, INC.

INTO

WAWA, INC.

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Title 14A of the Revised Statutes of New Jersey, the undersigned corporation hereby executes the following Certificate of Merger.

1. WAWA, INC., a corporation organized and existing under the laws of the State of New Jersey and owning all of the outstanding shares of each class and series of SHIRWOOD, INC., its subsidiary corporation organized and existing under the laws of the State of Connecticut, the provisions of which permit the merger of a corporation of another state and a corporation organized and existing under the laws of said state, hereby agrees to the merger of that subsidiary corporation into WAWA, INC., which is hereinafter designated as the surviving corporation.

The total authorized capital stock of the surviving corporation shall be 1,500,000 shares of common stock, par value \$1.00.

0386 163

The address of the surviving corporation's registered office is 28 West State Street, Trenton, New Jersey 08608 and the name of its registered agent at such address is The Corporation Trust Company.

2. The Plan of Liquidation and Merger, attached hereto as Exhibit A, was approved by the board of directors of the undersigned corporation.

3. There are 10 shares of common stock, par value \$100.00, of Shirwood, Inc. issued and outstanding, all of which shares are owned by WaWa, Inc., the parent corporation.

IN WITNESS WHEREOF the undersigned corporation has caused this Certificate of Merger to be executed as of the 8th day of February, 1980.

WAWA, INC.

By:

R. L. M. S. W. W. W.
President or Vice President

Thomas V. Anderson
Secretary or Asst. Secretary

PLAN OF LIQUIDATION AND MERGER

PLAN OF LIQUIDATION AND MERGER dated as of February 28, 1980 between WaWa, Inc., a New Jersey corporation ("WaWa"), the surviving corporation of the merger, and Shirwood, Inc., a Connecticut corporation ("Shirwood"), WaWa's wholly-owned subsidiary, which will be merged with and into WaWa pursuant to Section 332 of the Internal Revenue Code of 1954, as amended, and Section 33-371 of the Connecticut Stock Corporation Act and Section 14A: 10-5 of the New Jersey Business Corporation Act (the "Merger").

1. Name and Location of Surviving Corporation

The surviving corporation of the merger shall be WaWa, which shall continue to exist as a corporation organized under and governed by the laws of the State of New Jersey. The name and registered office of WaWa in effect immediately prior to the Merger shall be the name and registered office of the Surviving Corporation after the Merger until amended.

2. Effective Time of the Merger. The Merger

shall be effective upon the filing of Certificates of Merger with the State of Connecticut and the State of New Jersey (the "Effective Time of the Merger"). It is intended that

for Federal income tax purposes WaWa's basis for the property received by it from Shirwood in the Merger be determined under Section 334(b)(2) of the Internal Revenue Code of 1954, as amended, and accordingly that the Effective Time of the Merger be as soon as is reasonably practical from the date hereof, but, in any event, within two years of the date hereof. At the Effective Time of the Merger the separate existence of Shirwood shall cease and Shirwood shall be merged with and into WaWa. WaWa is sometimes referred to herein as the "Surviving Corporation".

3. Method of Implementation.

(a) WaWa owns 100 percent of the outstanding capital stock of Shirwood. At the Effective Time of the Merger all such capital stock shall be cancelled.

(b) The Articles of Incorporation of WaWa in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time of the Merger until amended as therein provided or as otherwise provided by law.

(c) The By-Laws of WaWa in effect immediately prior to the Merger shall be the By-Laws of the Surviving Corporation after the Effective Time of the Merger until amended as therein provided or as otherwise provided by law.

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(d) The directors of WaWa in office at the Effective Time of the Merger shall be the directors of the Surviving Corporation until their successors are elected in accordance with the By-Laws of the Surviving Corporation.

(e) The officers of WaWa in office at the Effective Time of the Merger shall be the officers of the Surviving Corporation, holding the respective offices in the Surviving Corporation which they hold in WaWa, until their successors are elected or appointed in accordance with the By-Laws of the Surviving Corporation.

IN WITNESS WHEREOF, WaWa and Shirwood have caused this Plan of Liquidation and Merger to be duly executed as of the date first above written by two officers of each corporation and their respective corporate seals are attached hereto.

[Seal]

WAWA, INC.

Attest: T. V. Anderson
Secy

By: Richard S. Wood
Pres

[Seal]

SHIRWOOD, INC.

Attest: Richard S. Wood
Secy

By: Richard S. Wood
Pres

0386-656

FILED

MAR 18 1960

DONALD LAN
SECRETARY OF STATE

X-20/636

**STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
WAWA, INC.**

FILED

NOV 28 1984

(For Use by Domestic Corporations Only)

JANE BURGIO
Secretary of State

To: The Secretary of State
State of New Jersey

0007512

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is Wawa, Inc.
2. The number of shares cancelled is 54,650; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Wawa Common		54,650

(Omit the following if not applicable.)

3. If cancelled shares were not reacquired out of stated capital or by their conversion into other shares of the corporation, the date of adoption of the resolution of the board of directors cancelling such shares was on the 12th day of September, 19 84.

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 625,660; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Wawa Common		625,660

5. The amount of the stated capital of the corporation after giving effect to such cancellation is \$ 625,660.00. (Must be set forth in dollars.)

(Use the following if the Certificate of Incorporation, or the Plan of Merger or Consolidation, in the case of shares acquired by the corporation pursuant to Section 14A:11-1 et seq., Corporations, General, of the New Jersey Statutes (regarding rights of dissenting shareholders), provides that the cancelled shares shall not be reissued.)

6. The Certificate of Incorporation is amended pursuant to a resolution of the board of directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is _____; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
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The number of shares outstanding at the time of approving such reduction was _____.

The number of shares entitled to vote thereon was _____; item

ized as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the reduction respectively.)

No. of Shares Voting For Reduction

No. of Shares Voting Against Reduction

Dated this 15th day of October, 19 84.

WAWA, INC.

(Corporate Name)

By

Vincent P. Anderson

(Signature)

Vincent P. Anderson, Vice President

(Type or Print Name and Title)

(*May be executed by the chairman of the board, or the president, or a vice-president.)

Fees for filing in Office of the Secretary of State, State House, Trenton, N. J. 08625.

Filing Fee	\$20.00 \$50.00
Recording Fee	
Single page (front and back)	\$ 2.00
Each additional page	\$ 1.00

FILED BY:

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
WAWA, INC.

FOLDER NO.:

8-10-87

CERTIFICATE OF AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
WAWA, INC.

AMC

TO: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-2(4)
and Section 14A:9-4(3), Corporations, General, of the New
Jersey Statutes, the undersigned corporation hereby executes
the following Certificate of Amendment to its Restated
Certificate of Incorporation:

FIRST: The name of the corporation is Wawa, Inc.

SECOND: Amendments to the corporation's Restated
Certificate of Incorporation in the form attached hereto as
Exhibit A were approved by the directors and were duly
adopted by the shareholders of the corporation on the 17th
day of June, 1987.

THIRD: On May 1, 1987, the record date for
determining the shareholders entitled to vote on said
Amendments to the corporation's Restated Certificate of
Incorporation, the total number of shares entitled to vote
thereon was 625,660.

FOURTH: The Amendments to the Restated Certificate
of Incorporation were duly adopted by the Corporation's

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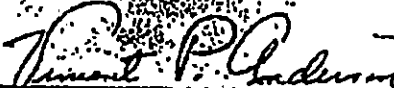
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shareholders at a meeting held on June 17, 1987, 597,820 shares being voted for such Amendments, 14,700 shares being voted against such Amendments and 27,840 shares abstaining from such vote. A two-thirds majority of the shares voted at the meeting were voted in favor of the Amendments.

Dated this 9th day of July, 1987.

WAWA, INC.

By:



Vincent P. Anderson
Senior Vice President

EXHIBIT A

NOW, THEREFORE, BE IT RESOLVED, that the Restated Certificate of Incorporation of the Corporation be amended so as to add thereto a new Article Eighth and a new Article Ninth, which shall read in full as follows:

EIGHTH. To the fullest extent permitted by the New Jersey Business Corporation Act (as the same may be amended), a director of the corporation shall not be personally liable to the corporation or its shareholders for damages for breach of any duty owed to the corporation or its shareholders, except that this Article Eighth shall not relieve a director from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the corporation or its shareholders, (b) not in good faith or involving a knowing violation of law or (c) resulting in receipt by such person of an improper personal benefit. To the extent permitted by the New Jersey Business Corporation Act (as the same may be amended), no amendment or modification to or repeal or termination of effectiveness of this Article Eighth or any law authorizing this Article Eighth shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any act or omission of such director occurring prior to such amendment, modification, repeal or termination of effectiveness.

NINTH. To the fullest extent permitted by the New Jersey Business Corporation Act (as the same may be amended), an officer of the corporation shall not be personally liable to the corporation or its shareholders for damages for breach of any duty owed to the corporation or its shareholders, except that this Article Ninth shall not relieve an officer from liability for any breach of duty based upon an act or omission (a) in breach of

such person's duty of loyalty to the corporation or its shareholders, (b) not in good faith or involving a knowing violation of law or (c) resulting in receipt by such person of an improper personal benefit. To the extent permitted by the New Jersey Business Corporation Act (as the same may be amended), no amendment or modification to, or repeal or termination of effectiveness of, this Article Ninth or any law authorizing this Article Ninth shall apply to or have any effect on the liability or alleged liability of any officer for or with respect to any act or omission of such officer occurring prior to such amendment, modification, repeal or termination of effectiveness.

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AUG 10 1987

JANE BURGIO
Secretary of State

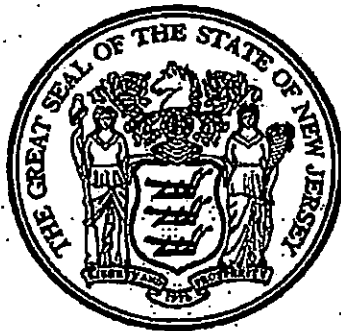
CERTIFICATE OF AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
WAWA, INC.

X1666

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

WAWA, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
filed in this office
November 24, 2014
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 13433J217

Verify this certificate online at

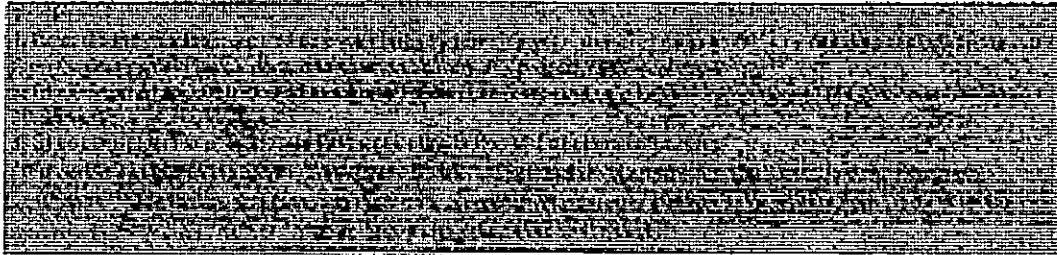
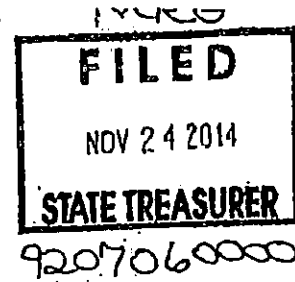
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
26th day of November, 2014

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

New Jersey Division of Revenue & Enterprise Services
Certificate of Merger/Consolidation
(Profit Corporations)



This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue & Enterprise Services office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation

2. Name of Surviving Business Entity: Wawa, Inc.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by (If applicable)
Wawa, Inc.	New Jersey	9207060000
Rocky Run Merger Sub, Inc.	New Jersey	0101034165

4. Date Merger/Consolidation adopted: November 20, 2014

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Wawa, Inc. Outstanding Shares 529,163
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For 478,807.72 Voting Against 35,110.37 ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

-b Corp. Name Rocky Run Merger Sub, Inc. Outstanding Shares 100
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

-c Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.): November 24, 2014

Signature	Name	President Title	Date
<u>Catherine T. Pulos</u>	Catherine T. Pulos	Rocky Run Merger Sub, Inc.	11/21/2014
<u>Catherine T. Pulos</u>	Catherine T. Pulos	Senior Vice President -	11/21/2014
		Chief People and Chief	
		Financial Officer, Wawa, Inc.	

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.



AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

BETWEEN

ROCKY RUN MERGER SUB, INC.

AND

WAWA, INC.

DATED AS OF OCTOBER 21, 2014

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Agreement"), dated as of October 21, 2014, is by and between Rocky Run Merger Sub, Inc., a New Jersey corporation ("Mergerco"), and Wawa, Inc., a New Jersey corporation (the "Company"). Mergerco and the Company are sometimes collectively referred to herein as the "Constituent Corporations" or the "Parties" or individually referred to as a "Constituent Corporation" or a "Party." Capitalized terms not elsewhere defined are defined in Section 8.9 of this Agreement.

RECITALS

WHEREAS, the Wawa, Inc. Employee Stock Ownership Plan, as it may be amended from time to time (the "ESOP"), has and is anticipated to have a significant and growing deficit;

WHEREAS, the Board of Directors of the Company (the "Company Board") created a special committee of independent directors (the "Special Committee") to review and recommend a plan to address the ESOP's current and future deficit as well as to consider strategies to enhance the Company's overall value;

WHEREAS, the Company's management made a presentation to the Special Committee regarding certain possible transactions which would address the ESOP's current and future deficiency as well as enhance the overall value of the Company;

WHEREAS, the Special Committee retained various professional advisors, including Houlihan Lokey Financial Advisors, Inc., Ernst & Young LLP, Kramer Levin Naftalis & Frankel LLP and Duff & Phelps, LLC, to consider management's presentation as well as other strategic alternatives available to the Company;

WHEREAS, in connection with its review, the Special Committee remained committed to the guiding principles of the Company, which include, among others, private shared ownership whereby the employees of the Company maintain a meaningful ownership percentage of the Company;

WHEREAS, after reviewing management's presentation, presentations from certain of its advisors and its own deliberations and debate, the Special Committee has determined that an election by the Company (the "Election") to be treated as an "S" corporation under the Internal Revenue Code of 1986 and the regulations promulgated thereunder as they may be amended from time to time (collectively, the "Code") represents the most appropriate manner, consistent with the Company's core principals, to address the ESOP deficit and enhance the overall value of the Company;

WHEREAS, based on the recommendation of the Special Committee, the Company has determined that it is in the best interests of the Company to pursue the Election;

WHEREAS, in order to facilitate the Election, (i) a reorganization of the Company shall be effected, upon the terms and subject to the conditions set forth in this Agreement, by merging Mergerco with and into the Company, with the Company as the surviving corporation (the

"Merger"), in accordance with the New Jersey Business Corporation Act (the "BCA"), whereby each issued and outstanding share of common stock, \$1.00 par value per share, of the Company (the "Company Common Stock") (other than shares to be cancelled in accordance with Section 1.4(b) and the Dissenting Shares) will be converted into the right to receive the Per Share Stock Consideration or the Per Share Cash Consideration and (ii) the shareholders of the Surviving Corporation shall, as a condition to remaining a shareholder of the Company, consent to the Election and enter into a Shareholders' Agreement with the Surviving Corporation, substantially in the form attached hereto as Exhibit A or, for shareholders who are employees or directors of the Company, substantially in the form attached hereto as Exhibit B (collectively, the "Shareholders' Agreement");

WHEREAS, the Company has caused Mergerco to be formed solely in order to effect the Merger;

WHEREAS, the Special Committee, acting on behalf of the Company Board, has approved this Agreement and the transactions contemplated hereby, including the Merger and recommended that the Company's shareholders approve this Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS, the Board of Directors of Mergerco has approved this Agreement and the transactions contemplated hereby, including the Merger; and

WHEREAS, the Parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the BCA, at the Effective Time, Mergerco shall merge with and into the Company. The Company shall be the surviving corporation (herein sometimes called the "Surviving Corporation") in the Merger, and shall continue its corporate existence under the Laws of the State of New Jersey. The name of the Surviving Corporation shall continue to be Wawa, Inc. Upon consummation of the Merger, the separate corporate existence of Mergerco shall terminate.

1.2 Closing, Closing Date, Determination Date and Effective Time. Unless a different date, time and/or place are agreed to by the Parties, the closing of the Merger (the "Closing") shall take place at 10:00 a.m., at the offices of Ballard Spahr LLP, 1735 Market Street, 51st Floor, Philadelphia, PA 19103-7599, on a date determined by the Company, which date (the "Closing Date") shall be not more than twenty (20) Business Days following the receipt of all necessary regulatory, governmental and shareholder approvals and consents and the

expiration of all statutory waiting periods in respect thereof and the satisfaction or waiver of all of the conditions to the consummation of the Merger specified in Article VI of this Agreement (other than the delivery of certificates, opinions and other instruments and documents to be delivered at the Closing). Simultaneous with or immediately following the consummation of the Closing, Mergerco and the Company shall cause to be filed, with the Department of the Treasury of the State of New Jersey, a certificate of merger relating to the Merger (the "Certificate of Merger"). The Certificate of Merger shall specify the Effective Time of the Merger. For purposes of this Agreement, the term "Effective Time" shall mean (i) a date and time following the consummation of the Closing and set forth in the Certificate of Merger (which date and time the Parties currently anticipate will be the close of business on the Closing Date) or (ii) in the event that the Parties fail to specify such date and time in the Certificate of Merger, the time of the filing of the Certificate of Merger. The Merger shall be effective as of the Effective Time.

1.3 Effect of the Merger. At the Effective Time, the Surviving Corporation shall be considered the same business and corporate entity as each of Mergerco and the Company and, thereupon and thereafter, all the property, rights, privileges, powers and franchises of each of Mergerco and the Company shall vest in the Surviving Corporation and the Surviving Corporation shall be subject to and be deemed to have assumed all of the debts, liabilities, obligations and duties of each of Mergerco and the Company and shall have succeeded to all of each of their relationships, as fully and to the same extent as if such property, rights, privileges, powers, franchises, debts, liabilities, obligations, duties and relationships had been originally acquired, incurred or entered into by the Surviving Corporation. In addition, any reference to either of Mergerco and the Company in any contract or document, whether executed or taking effect before or after the Effective Time, shall be considered a reference to the Surviving Corporation if not inconsistent with the other provisions of the contract or document; and any pending action or other judicial proceeding to which either of Mergerco or the Company is a party shall not be deemed to have abated or to have discontinued by reason of the Merger, but may be prosecuted to final judgment, order or decree in the same manner as if the Merger had not been made; or the Surviving Corporation may be substituted as a party to such action or proceeding, and any judgment, order or decree may be rendered for or against it that might have been rendered for or against either of Mergerco or the Company if the Merger had not occurred.

1.4 Conversion of Company Common Stock.

(a) At the Effective Time, subject to the other provisions of Sections 1.4 and 1.5 of this Agreement, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Shares to be cancelled in accordance with Section 1.4(b) and the Dissenting Shares), shall by virtue of this Agreement and without any action on the part of the Company, Mergerco or the holder thereof, cease to be outstanding and shall be converted into and become the right to receive, at the election of the holder thereof subject to the provisions of Section 1.5 of this Agreement, either:

(i) one (1) newly and validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation ("Surviving Corporation Common Stock") (such shares, the "Per Share Stock Consideration", and the ratio of such number, the "Exchange Ratio"); or

(ii) cash in an amount equal to seven thousand dollars (\$7,000.00) (the "Per Share Cash Consideration").

(b) At the Effective Time, (i) all shares of Company Common Stock that are owned by the Company as treasury stock and (ii) all shares of Company Common Stock that are owned directly or indirectly by the Company or any of their respective Subsidiaries shall be converted at the Exchange Ratio.

(c) On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented outstanding shares of Company Common Stock (the "Certificates") shall cease to have any rights as shareholders of the Company, except the right to receive the Per Share Stock Consideration or Per Share Cash Consideration for each such share held by them in accordance with this Agreement. The consideration which any holder of Company Common Stock is entitled to receive pursuant to this Article I is referred to herein as the "Merger Consideration". The consideration which all of the Company shareholders are entitled to receive pursuant to this Article I is referred to herein as the "Aggregate Merger Consideration".

1.5 Election Procedures.

(a) Allocation. The allocation of the Aggregate Merger Consideration between cash and shares of Surviving Corporation Common Stock shall be determined pursuant to this Section 1.5.

(b) Eligible Shareholders May Elect Stock or Cash. Subject to the allocation and election procedures set forth in this Section 1.5, each record holder of shares of Company Common Stock that is an Eligible Shareholder immediately prior to the Effective Time will be entitled (i) to elect to receive cash for all of such shares (a "Cash Election") or (ii) to elect to receive Surviving Corporation Common Stock for all of such shares (a "Stock Election"). All such elections shall be made on a form designed for that purpose by the Company (a "Form of Election"). The Form of Election completed by any Eligible Shareholder who makes a Stock Election shall (i) attach a duly executed signature page to the Shareholders' Agreement, (ii) attach a duly executed shareholder representation letter (the "Representation Letter"), a form of which is attached hereto as Exhibit C, (iii) attach a duly executed consent to the Election as required by the Internal Revenue Service, a form of which is attached hereto as Exhibit D, and corresponding forms of any applicable state or local taxing authority (the "Consents"), and (iv) if such Eligible Shareholder is a trust, attach a duly executed election, as applicable, to be treated as either an electing small business trust or qualified subchapter S trust under the Code (the "Trust Election"), all to be held in escrow by the Company, the release of which shall solely be subject to the Closing of the Merger. Any holder of Company Common Stock who makes a Stock Election but fails to tender an executed signature page to the Shareholders' Agreement, the Representation Letter, the Consents or, if applicable, the Trust Election prior to the Election Deadline will be deemed to have made a Cash Election with respect to such shares in accordance with Section 1.5(g) hereto. Holders of record of shares of Company Common Stock who hold such shares as nominees, trustees or in other representative capacities (a "Representative") may submit multiple Forms of Election, provided that each such Form of Election covers all the

shares of Company Common Stock held by each Representative for a particular beneficial owner.

(c) Ineligible Shareholders to Receive Cash Only. Each record holder immediately prior to the Effective Time of shares of Company Common Stock that is an Ineligible Shareholder will be entitled to receive cash for all of such shares. For the avoidance of doubt, an Ineligible Shareholder shall not be entitled to receive Surviving Corporation Common Stock in the Merger and may only receive the Per Share Cash Consideration for each of such Ineligible Shareholder's shares.

(d) Oversubscription for Cash. For purposes of this Agreement, all shares of Company Common Stock with respect to which a Cash Election is made or is deemed to have been made and all shares of Company Common Stock held by Ineligible Shareholders shall be collectively referred to herein as "Cash Out Shares". If the aggregate number of Cash Out Shares exceeds 60,000, the Company shall at its election have the right, but not the obligation, to terminate this Agreement pursuant to Section 7.1.

(e) Procedures for Holders' Elections. Elections shall be made by holders of Company Common Stock by mailing to the Company a Form of Election which is received by the Company prior to the Election Deadline. To be effective, a Form of Election must be properly completed, signed and submitted to the Company by the holder and, if the completed Form of Election includes a Stock Election, accompanied by an executed signature page to the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election. The Company will have the discretion to determine whether Forms of Election have been properly completed, signed and submitted and to disregard immaterial defects in Forms of Election. The good faith decision of the Company in such matters shall be conclusive and binding, provided that the Company does not act unreasonably. The Company will not be under any obligation to, but the Company may (if it chooses to do so), notify any person of any defect in a Form of Election or accompanying documents submitted to the Company. The Company shall also make all computations contemplated by this Section 1.5 and all such computations shall be conclusive and binding on the holders of Company Common Stock, provided that the Company does not act unreasonably.

(f) Failure of Holder to Elect; Deficient Elections. In the event that a holder of Company Common Stock does not submit to the Company a duly executed Form of Election, signature page to the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election, and surrender to the Company such holder's Certificates in accordance with Section 2.1 prior to the Election Deadline, such holder shall be deemed to have not made a Stock Election with respect to all of such holder's shares of Company Common Stock. In the event that the Company determines that any purported Cash Election or Stock Election was not properly made (whether because the submitted Form of Election fails to include an executed signature page to the Shareholders' Agreement, the Representative Letter, the Consents or, if applicable, the Trust Election or fails to surrender such holder's Certificates in accordance with Section 2.1 (in the case of a purported Stock Election), or otherwise), such purported Cash Election or Stock Election shall, unless cured by the Election Deadline, be deemed to be of no force and effect and the shareholder or Representative making such purported Cash Election or Stock Election shall, for purposes hereof, be deemed to have not

made a Stock Election with respect to the shares of Company Common Stock covered by such purported Cash Election or Stock Election. Holders of shares with respect to which it is deemed that a Stock Election has not been made shall be deemed to have made a Cash Election with respect to such shares.

(g) Mailing of Election Forms to Holders and Election Deadline. The Company shall use its reasonable best efforts to mail the Form of Election to all persons who are holders of record of Company Common Stock on the record date for the Company Shareholders' Meeting and who become holders of Company Common Stock during or before the period between the record date for the Company Shareholders' Meeting and 10:00 a.m. New York time, on at least the date fifteen calendar days prior to the anticipated Effective Time and to make the Form of Election available to all persons who become holders of Company Common Stock subsequent to the mailing date but before the close of business on the Election Deadline. A Form of Election must be received by the Company by the date of the special meeting of the Company's shareholders held for purposes of approving this Agreement (the "Election Deadline") in order to be effective. All elections will be irrevocable.

1.6 Stock Awards.

(a) Options. All outstanding options that may be exercised for shares of Company Common Stock (whether or not vested) (each, a "Stock Option" and collectively the "Stock Options") are presently governed by the Company's (i) 2002 Non-Employee Director Equity Participation Plan; (ii) 2003 Performance Share Program; (iii) 2005 Omnibus Equity Incentive Plan; and (iv) 2009 Non-Employee Directors' Equity Participation Plan (collectively, the "Company Compensation Plans") and the agreements pursuant to which such Stock Options were granted (each, an "Option Grant Agreement"). In accordance with the terms of the Company Compensation Plans, the Company shall take all actions necessary such that all Stock Options that are outstanding immediately prior to the Effective Time ("Old Stock Options") shall automatically be converted as of the Effective Time into options to purchase Surviving Corporation Common Stock ("New Stock Options"), which New Stock Options shall be identical to the Old Stock Options in all material respects, except that (i) upon exercise of the New Stock Options, the optionholder will receive Surviving Corporation Common Stock rather than Company Common Stock, (ii) the number of shares of Surviving Corporation Common Stock covered by each New Stock Option shall equal the number of shares of Company Common Stock covered by the corresponding Old Stock Option multiplied by the Exchange Ratio, (iii) the exercise price of each New Stock Option shall equal the exercise price applicable to the corresponding Old Stock Option divided by the Exchange Ratio and (iv) the committee that administers the plan by which such New Stock Options are governed shall be the compensation committee of the Board of Directors of the Surviving Corporation. In all other material respects, the New Stock Options shall be governed by the terms of the Company Compensation Plans at and after the Effective Time.

(b) Restricted Stock. All outstanding shares of restricted stock of the Company ("Restricted Stock") are presently governed by the Company Compensation Plans. In accordance with the terms of the Company Compensation Plans, the Company shall take all actions necessary such that all shares of Restricted Stock that are outstanding immediately prior to the Effective Time ("Old Restricted Stock") shall automatically be converted as of the

Effective Time into shares of Restricted Stock of the Surviving Corporation ("New Restricted Stock"), which New Restricted Stock shall be identical to the Old Stock Restricted Stock in all material respects, except that the committee that administers the plan by which such shares of New Restricted Stock are governed shall be the compensation committee of the Board of Directors of the Surviving Corporation. In all other material respects, the New Restricted Stock shall be governed by the terms of the Company Compensation Plans at and after the Effective Time.

1.7 Mergerco Common Stock. At the Effective Time, each share of common stock, no par value, of Mergerco issued and outstanding immediately prior to the Effective Time shall be canceled and shall cease to exist and no stock of the Surviving Corporation or other consideration shall be delivered in exchange therefor.

1.8 Certificate of Incorporation. At the Effective Time, the certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with applicable Law.

1.9 Bylaws. At the Effective Time, the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with applicable Law.

1.10 Directors and Officers of the Surviving Corporation. The directors of the Company immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors are duly elected or appointed and qualified. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors are duly elected or appointed and qualified.

1.11 Withholding Rights. The Company shall be entitled to deduct and withhold from funds provided by the holder or from the consideration otherwise payable pursuant to this Agreement to any holder of Company Common Stock, all amounts (if any) that the Company is required to deduct and withhold with respect to the making of such payment under the Code or any other provision of Tax Law. To the extent that amounts are so withheld by the Company such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Company Common Stock in respect of which such deduction and withholding was made by the Company.

1.12 Dissenter's Rights.

(a) Notwithstanding anything in this Agreement to the contrary, Shares outstanding immediately prior to the Effective Time and held by a holder who is entitled to demand and has properly demanded appraisal for such Shares in accordance with, and who complies in all respects with, Section 14A:11-2 of the BCA (such Shares, the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration, and shall

instead represent the right to receive payment for such Dissenting Shares in accordance with and only to the extent permitted by the provisions of Section 14A:11-1 of the BCA (for the avoidance of doubt, in accordance with Section 14A:11-1 of the BCA, such holder may not be an Ineligible Shareholder who is entitled to receive only Per Share Cash Consideration pursuant to Section 1.4(c) of this Agreement); provided, however, that if, in accordance with Section 14A:11-2 of the BCA, any holder of Dissenting Shares shall forfeit such right to payment of the fair value of such Dissenting Shares, such Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive the Per Share Cash Consideration without interest from the Company. Dissenting Shares shall not, after the Effective Time, be entitled to vote for any purpose or receive any dividends or other distributions and shall be entitled only to such rights as are afforded in respect of Dissenting Shares pursuant to Section 14A:11-1.

(b) The Company shall give Mergerco (i) prompt notice of any written objections to the Merger and any written demands for the payment of the fair value of any shares, withdrawals of such demands, and any other instruments served pursuant to Section 14A:11-2 of the BCA received by the Company and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands under Section 14A:11-2 of the BCA.

ARTICLE II

EXCHANGE OF SHARES

2.1 Exchange of Shares.

(a) As soon as practicable after the date hereof, the Company shall mail to each holder of record of a Certificate or Certificates an instruction letter (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Company) for use in effecting the surrender of the Certificates in exchange for the Merger Consideration into which the shares of Company Common Stock represented by such Certificate or Certificates will be converted pursuant to this Agreement. After the Effective Time, upon surrender of a Certificate for exchange and cancellation to the Company, together with the Form of Election, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration to which such holder of Company Common Stock shall have become entitled pursuant to the provisions of Article I, and the Certificate so surrendered shall forthwith be canceled; provided, however, that in no event shall (i) any shares of Surviving Corporation Common Stock be issued to a holder unless such holder has surrendered its Certificate or Certificates and provided an executed signature page to the Form of Election, the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election, to the Company by the Election Deadline or (ii) the Per Share Cash Consideration be paid to a holder for such holder's shares of Company Common Stock unless and until such holder has surrendered its Certificate or Certificates. No interest will be paid or accrued on any cash constituting Merger Consideration or on any unpaid dividends or distributions, if any, payable to holders of Certificates.

(b) For the avoidance of doubt, no dividends or distributions declared after the Effective Time with respect to Surviving Corporation Common Stock and payable to the holders of record thereof shall be paid to the holder of any unsurrendered Certificate.

(c) If any certificate representing shares of Surviving Corporation Common Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that (i) the Certificate so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer, and that the person requesting such exchange shall pay to the Company in advance any transfer or other Taxes required by reason of the issuance of a certificate representing shares of Surviving Corporation Common Stock in any name other than that of the registered holder of the Certificate surrendered, or required for any other reason, or shall establish to the satisfaction of the Company that such Tax has been paid or is not payable and (ii) the Person in whose name such certificate is to be issued is an Eligible Shareholder that has executed the Form of Election, the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the shares of Company Common Stock which were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates representing such shares are presented for transfer to the Company, they shall be canceled and exchanged for Merger Consideration as determined in accordance with Article I of this Agreement and this Article II. For the avoidance of doubt, any Eligible Shareholder that holds any fractional shares of Company Common Stock as of the Effective Time shall be entitled to receive fractional shares of common stock of the Surviving Corporation in accordance with Section 1.4.

(e) Any shareholders of the Company who have not theretofore complied with this Article II shall thereafter look only to Surviving Corporation for payment of the cash, shares of Surviving Corporation Common Stock and unpaid dividends and distributions on the Surviving Corporation Common Stock deliverable in respect of each share of Company Common Stock such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon. If outstanding Certificates are not surrendered or the payment for them is not claimed prior to the date on which such payments would otherwise escheat to or become the property of any governmental unit or agency, the unclaimed items shall, to the extent permitted by abandoned property Laws, escheat Laws and any other applicable Law, become the property of the Surviving Corporation (and to the extent not in its possession shall be paid over to it), free and clear of all claims or interest of any person previously entitled to such claims. Notwithstanding the foregoing, none of Mergerco, the Company or any other person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(f) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact, in a form satisfactory to the Company, by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Company, the posting by such person of a bond in such amount as the Company may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Company will

issue, in exchange for such lost, stolen or destroyed Certificate, the cash and/or shares of Surviving Corporation Common Stock deliverable in respect thereof pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Organization; Good Standing. The Company is a corporation duly incorporated, validly existing and in good standing or with active status under the laws of the State of New Jersey, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is duly qualified or licensed to conduct business and is in good standing or with active status as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it requires it to be so qualified or licensed, except where the failure to be so qualified or licensed or in good standing or with active status, as the case may be, could not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, or (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company, taken as a whole; (any of (i) or (ii), a "Material Adverse Effect"); provided, that it shall not be a Material Adverse Effect if such effect is based on (x) economic factors affecting the national or world economy or acts or war or terrorism; (y) changes in laws, rules or regulations that are not known to the Company as of the date of this Agreement; and (z) changes in generally acceptable accounting practices.

3.2 Authorization of Agreement; Enforceability. Subject to any shareholder approval and any other matter set forth on Schedule 3.2 (all of which will have been obtained prior to Closing), the Company has obtained all necessary corporate approvals to enter into this Agreement and consummate the transactions contemplated hereby and (a) the Company has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Company in connection with the consummation of the transactions contemplated by this Agreement, and to perform fully its respective obligations hereunder; (b) the execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action on the part of the Company; and (c) this Agreement has been duly and validly executed and delivered by the Company, and this Agreement constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 No Conflict; Consents of Third Parties. The execution and delivery by the Company of this Agreement, the consummation of the transactions contemplated hereby, or compliance by the Company with any of the provisions hereof does not: (a) conflict with, or result in the breach of, any provision of the articles of incorporation or bylaws of the Company, (b) conflict with, violate, result in the material breach or termination of, or constitute a material default or give rise to any right of termination or acceleration or right to increase the obligations or otherwise modify the terms thereof under any contract, agreement, permit, order or other

written instrument to which the Company is a party or by which the Company is bound; (c) subject to any shareholder approval and any other regulatory requirement, constitute a violation of any Law, applicable to the Company, or (d) constitute a violation of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to the Company. Except as set forth on Schedule 3.3, no material consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Entity is required on the part of the Company in connection with the execution and delivery of this Agreement, or the compliance by the Company with any of the provisions hereof.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF MERGERCO

4.1 Organization; Good Standing. Mergerco is a corporation duly incorporated, validly existing and in good standing or with active status under the laws of the State of New Jersey, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Mergerco is duly qualified or licensed to conduct business and is in good standing or with active status as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it requires it to be so qualified or licensed, except where the failure to be so qualified or licensed or in good standing or with active status, as the case may be, could not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, or (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of Mergerco, taken as a whole, (any of (i) or (ii), a "Material Adverse Effect"); provided, that it shall not be a Material Adverse Effect if such effect is based on (x) economic factors affecting the national or world economy or acts of war or terrorism; (y) changes in laws, rules or regulations that are not known to Mergerco as of the date of this Agreement; and (z) changes in generally acceptable accounting practices.

4.2 Authorization of Agreement; Enforceability. Subject to any shareholder approval and any other matter set forth on Schedule 4.2 (all of which will have been obtained prior to Closing), Mergerco has obtained all necessary corporate approvals to enter into this Agreement and consummate the transactions contemplated hereby and (a) Mergerco has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Mergerco in connection with the consummation of the transactions contemplated by this Agreement, and to perform fully its respective obligations hereunder; (b) the execution, delivery and performance by Mergerco of this Agreement has been duly authorized by all necessary action on the part of Mergerco; and (c) this Agreement has been duly and validly executed and delivered by Mergerco and this Agreement constitutes the legal, valid and binding obligations of Mergerco enforceable against Mergerco in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 No Conflict; Consents of Third Parties. The execution and delivery by Mergerco of this Agreement, the consummation of the transactions contemplated hereby, or compliance by Mergerco with any of the provisions hereof does not: (a) conflict with, or result in the breach of, any provision of the articles of incorporation or bylaws of Mergerco, (b) conflict with, violate, result in the material breach or termination of, or constitute a material default or give rise to any right of termination or acceleration or right to increase the obligations or otherwise modify the terms thereof under any contract, agreement, permit, order or other written instrument to which Mergerco is a party or by which Mergerco is bound; (c) subject to any shareholder approval and any other regulatory requirement, constitute a violation of any Law, applicable to Mergerco, or (d) constitute a violation of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to Mergerco. Except as set forth on Schedule 4.3, no material consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Entity is required on the part of Mergerco in connection with the execution and delivery of this Agreement, or the compliance by the Company with any of the provisions hereof.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Shareholders' Meeting. The Company shall take all reasonable steps necessary to duly call, give notice of, convene and hold a meeting of its shareholders to be held as soon as is reasonably practicable for the purpose of voting upon the approval and adoption of this Agreement and the consummation of the transactions contemplated hereby (the "Company Shareholders' Meeting"). The Company will, through the Special Committee, unless legally required to do otherwise for the discharge by the Company's Board and the Special Committee of their respective fiduciary duties as advised by such Board's and Special Committee's legal counsel (as applicable), recommend to its shareholders approval of this Agreement and the transactions contemplated hereby. The Board of Directors will recommend to the Company's shareholders approval of such other matters as may be submitted to its shareholders in connection with this Agreement.

5.2 Legal Conditions to Merger. Each of Mergerco and the Company shall, and shall cause its Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on such Party or its Subsidiaries with respect to the Merger and, subject to the conditions set forth in Article VI of this Agreement, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other Party to obtain) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity and any other third party that is required to be obtained by the Company or Mergerco or any of their respective Subsidiaries in connection with the Merger and the other transactions contemplated by this Agreement, and to comply with the terms and conditions of such consent, authorization, order or approval.

5.3 Additional Arrangements. If, at any time after the Effective Time, the Surviving Corporation considers or is advised that any deeds, bills of sale, assignments,

assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out the purposes of this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out the purposes of this Agreement.

5.4 Further Assurances. Subject to the terms and conditions herein provided, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to satisfy the conditions to the Parties' obligations hereunder and to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using reasonable efforts to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement and using its commercially reasonable efforts to prevent the breach of any representation, warranty, covenant or agreement of such Party contained or referred to in this Agreement and to promptly remedy the same. Nothing in this Section 5.4 shall be construed to require any Party to participate in any threatened or actual legal, administrative or other proceedings (other than proceedings, actions or investigations to which it is otherwise a party or subject or threatened to be made a party or subject) in connection with consummation of the transactions contemplated by this Agreement unless such Party shall consent in advance and in writing to such participation and the other Party agrees to reimburse and indemnify such Party for and against any and all costs and damages related thereto.

ARTICLE VI

CONDITIONS PRECEDENT

6.1 Conditions to Each Party's Obligations Under this Agreement. The respective obligations of each Party under this Agreement to consummate the Merger shall be subject to the satisfaction or, where permissible under applicable Law, waiver at or prior to the Effective Time of the following conditions:

(a) **Approval of Shareholders.** This Agreement and the transactions contemplated hereby shall have been approved by the requisite vote of the shareholders of the Company.

(b) **Regulatory Filings.** All necessary approvals and consents of Governmental Entities required to consummate the transactions contemplated hereby shall have been obtained without the imposition of any term or condition that would, in the Company's reasonable judgment, impair, in any material respect, the value of the Merger to the Company. All conditions required to be satisfied prior to the Effective Time by the terms of such approvals

and consents shall have been satisfied; and all statutory waiting periods in respect thereof (including the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable) shall have expired.

(c) **Suits and Proceedings.** No order shall be outstanding against a Party or its Subsidiaries or a third party that would have the effect of preventing completion of the Merger; no suit, action or other proceeding shall be pending or threatened by any Governmental Entity seeking to restrain or prohibit the Merger; and no suit, action or other proceeding shall be pending before any court or Governmental Entity seeking to restrain or prohibit the Merger or obtain other substantial monetary or other relief against one or more Parties in connection with this Agreement and which Mergerco or the Company determines in good faith, based upon the advice of their respective counsel, makes it inadvisable to proceed with the Merger because any such suit, action or proceeding has a significant potential to be resolved in such a way as to deprive the Party electing not to proceed of any of the material benefits to it of the Merger.

(d) **Oversubscription for Cash.** The aggregate number of Cash Out Shares shall not have exceeded 60,000.

(e) **Opinions.** The satisfactory opinion regarding certain matters relating to the Election and the Merger of each of Pricewaterhouse Coopers LLP and Ballard Spahr LLP shall have been received.

(f) **Remaining Shareholders.** The aggregate number of shareholders of the Surviving Corporation shall not exceed 70 shareholders for purposes of counting such shareholders under applicable IRS regulations for S-Corporations.

(g) **Amendments to Debt Agreements.** The receipt by the Company of all necessary amendments or waivers under the Company's credit facility and outstanding senior unsecured notes, and the entrance by the Company into any other necessary financing agreements as are required, in each case, in the Company's sole discretion, to consummate the Merger on terms and conditions reasonably acceptable to the Company.

(h) **Dissenting Shares.** The aggregate number of Dissenting Shares as of the Effective Time shall not equal or exceed 5% of the aggregate number of shares of Company Common Stock outstanding at such time.

(i) **No Material Adverse Effect.** As of the Closing Date, there shall not have occurred any event and no circumstance shall exist that, alone or together with any one or more other events or circumstances has had, is having or would reasonably be expected to have, a material adverse effect on the Company.

ARTICLE VII

TERMINATION AND AMENDMENT

7.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of the Company of the matters presented in connection with the Merger:

(a) by mutual consent of the Company and Mergerco;

(b) by either Mergerco or the Company upon written notice to the other Party if the approval of any Governmental Entity required for consummation of the Merger and the other transactions contemplated by this Agreement is denied by final, non-appealable action of such Governmental Entity; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or materially contributed to, such action;

(c) by either Mergerco or the Company, if the Merger shall not have been consummated on or before January 1, 2016 (the "Cut-off Date") or such later date as shall have been agreed to in writing by Mergerco and the Company, unless the failure of the Closing to occur by such date shall be due to the failure of the Party seeking to terminate this Agreement to perform or observe the covenants and agreements of such Party set forth herein;

(d) by either Mergerco or the Company if the approval of the shareholders of the Company required for the consummation of the Merger shall not have been obtained by reason of the failure to obtain the required vote at a duly held meeting of such shareholders or at any adjournment or postponement thereof; or

(e) by either Mergerco or the Company if the conditions set forth in Section 6.1 of this Agreement are not satisfied and are not capable of being satisfied by the Cut-off Date.

7.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Mergerco or the Company as provided in Section 7.1 of this Agreement, this Agreement shall forthwith become void and have no effect.

7.3 Amendment. Subject to compliance with applicable Law, this Agreement may be amended by the Parties at any time before or after approval of the matters presented in connection with the Merger by the shareholders of the Company; provided, however, that after any approval of the transactions contemplated by this Agreement by the Company's shareholders, there may not be, without further approval of such shareholders, any amendment of this Agreement which reduces the amount or changes the form of the consideration to be delivered to the Company's shareholders hereunder other than as contemplated by this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

7.4 Extension; Waiver. At any time prior to the Effective Time, each of the Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Interpretation.

(a) The headings and captions contained in this Agreement and in any table of contents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(c) The words "hereof", "herein" and "herewith" and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement unless expressly otherwise specified.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(h) All references to "dollars" or "\$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

8.2 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Company.

8.3 Counterparts; Facsimile. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by both of the Parties and delivered to both of the Parties, it being understood that all Parties need not sign the same counterpart. Execution and delivery of this

Agreement or any agreement contemplated hereby by facsimile or pdf transmission shall constitute execution and delivery of this Agreement or such agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.

8.4 Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of New Jersey, without regard to any applicable conflicts of law.

8.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.6 Assignment; Parties in Interest; No Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto (whether by operation of law or otherwise) without the prior written consent of the other Party. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the Parties any rights or remedies hereunder. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than Mergerco and the Company any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

8.7 Notice

All notices and other communications under this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) mailed by certified mail, return receipt requested, (iii) mailed by a nationally recognized overnight courier service (postage prepaid), or (iv) delivered by facsimile (with a copy (which shall not constitute notice) sent via another approved method identified in this Section 8.7), to the parties at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to the Company: Wawa, Inc.
260 West Baltimore Pike
Wawa, PA 19063
Attention: General Counsel

With a copy to: Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attention: Brian Doerner

With a copy to: Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attention: Steven M. Goldman, Esq.

If to Mergerco: Rocky Run Merger Sub, Inc.
260 West Baltimore Pike
Wawa, PA 19063
Attention: General Counsel

With a copy to: Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attention: Brian Doerner

8.8 Legal Proceedings; Specific Performance; No Jury Trial.

(a) The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of New Jersey and the Federal courts of the United States of America located in the State of New Jersey solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New Jersey State or Federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of the Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.7 of this Agreement or in such other manner as may be permitted by applicable Law, shall be valid and sufficient service thereof.

(b) The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Federal court located in the State of New Jersey or in New Jersey state court, this being in addition to any other remedy to which they are entitled at law or in equity.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION

DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.7.

8.9 Definitions.

(a) For purposes of this Agreement, the following terms shall have the following meanings:

"Applicable Law" means collectively, any federal, state or local constitution, Law or similar legal requirement, or any directive, policy or order that is made or given at any time or from time to time by any Governmental Entity, to which the Company and/or any of its Subsidiaries is subject, and any applicable and valid order, verdict, judgment or consent decree.

"Business Day" means any day other than a Saturday or Sunday or any day that banks in the State of New Jersey are authorized or required to be closed.

"Eligible Shareholder" means a Person who (i) (x) holds of record, as of October 21, 2014, 250 or more shares of Company Common Stock or (y) holds of record, as of October 21, 2014, less than 250 shares of Company Common Stock but together with the members of such Person's family who will otherwise satisfy all requirements to receive Company Common Stock in the Merger and who are treated as one shareholder under Section 1361(c) of the Code holds 250 or more shares of Company Common Stock, in each of (x) and (y) taking into account unvested shares of Restricted Stock and Stock Options and (ii) is a Permitted S Corporation Shareholder. Notwithstanding the foregoing, the Company may permit shareholders who are not shareholders of the Company as of October 21, 2014 and who receive shares in good faith after such date from a shareholder who held shares as of October 21, 2014 but was an ineligible shareholder under the Code to be deemed an "Eligible Shareholder" for purposes of this Agreement if such transferee is a Permitted S Corporation Shareholder, provided, that the transfer from such ineligible shareholder to an eligible shareholder under the Code does not increase the aggregate number of shareholders of the Company for purposes of the Election under the Code. For the avoidance of doubt, shares of Company Common Stock allocated to a Person's account in the ESOP shall not be included in determining whether such Person meets the requirements of subsection (i) of this paragraph.

"Governmental Entity" shall mean any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Ineligible Shareholder" means any holder of shares of Company Common Stock that is not an Eligible Shareholder.

"Law" means, unless the context expressly indicates otherwise, any foreign, federal, state or local statute, law, ordinance, rule, regulation, code, enactment or other statutory or legislative provision.

"Permitted S Corporation Shareholder" means a person who is a permitted S corporation shareholder under the Code.

"Person" or "person", except where the context clearly indicates a reference solely to an individual, means an individual, corporation, partnership, limited liability company, trust, association, Governmental Entity or other entity.

"Subsidiary", when used with respect to any Person, means any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, which is consolidated with such Person for financial reporting purposes.

"Tax" or "Taxes" means, with respect to any Person, all federal, state, local, foreign and other taxes, customs, tariffs, imposts, levies, duties, government fees or other like assessments or charges of any kind imposed by any jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Mergerco and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ROCKY RUN MERGER SUB, INC.

By: *Michael J. Eckhardt*

Name: Michael J. Eckhardt

Title: Vice President and Secretary

WAWA, INC.

By: *Catherine T. Pulos*

Name: Catherine T. Pulos

Title: Senior Vice President – Chief People and
Chief Financial Officer

[Signature Page to Plan of Merger and Reorganization]

DMEAST #19901164 v7

Amc

FILED
JUN 22 2021
STATE TREASURER

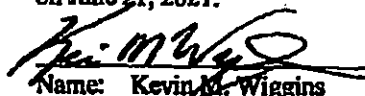
CERTIFICATE OF AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION OF
WAWA, INC.

9207060000

Wawa, Inc., a corporation organized and existing under the laws of the State of New Jersey (the "Corporation"), certifies that:

1. The name of the Corporation is Wawa, Inc.
 2. The Amendment to the Restated Certificate of Incorporation of the Corporation, as amended (this "Certificate of Amendment") set forth below in connection with the increase in the Corporation's authorized share capital from 1,500,000 shares of the Corporation's common stock, par value \$1.00 per share, to 15,000,000 shares of the Corporation's common stock, par value \$0.10 per share (the "Authorized Stock Increase") and 9-for-1 stock dividend to holders of issued and outstanding shares of the Corporation's common stock (the "Stock Dividend") was approved unanimously by the Board of Directors of the Corporation in accordance with Section 14A:7-15.1 of the New Jersey Business Corporation Act on May 6, 2021.
 3. The class and number of shares receiving the Stock Dividend is 410,689.64 shares of common stock and the number of shares issued in the Stock Dividend is 3,696,206.76.
 4. The Directors of the Corporation approved the following amendment to the Corporation's Restated Certificate of Incorporation, as amended (the "Charter"), as follows:
 - a. To effect the Authorized Stock Increase, such that Article THIRD shall be amended to read as follows:
 - i. "THIRD: The aggregate number of shares which the corporation shall have authority to issue is 15,000,000 shares of Common Stock with a par value of Ten Cents (\$0.10) each."
- The Certificate of Incorporation is amended to read as set forth in EXHIBIT A attached hereto.
5. This Certificate of Amendment will not adversely affect the rights or preferences of the holders of outstanding shares of any class or series of the Corporation and will not result in the percentage of authorized shares that remains unissued after the Stock Dividend exceeding the percentage of authorized shares that was unissued before the Stock Dividend.
 6. This Certificate of Amendment shall become effective on June 27, 2021, at 6:00 p.m. Eastern Time.

IN WITNESS WHEREOF, Wawa, Inc. has caused this Certificate of Amendment to its Restated Certificate of Incorporation, as amended, to be signed by the Vice President, a duly authorized officer of the Corporation, on June 21, 2021.


Name: Kevin M. Wiggins
Title: Vice President

(W005301 0.1)
3127926
5502900
1577911

EXHIBIT A

Article **THIRD** is hereby amended to be and read in full as follows:

"THIRD: The aggregate number of shares which the corporation shall have authority to issue is 15,000,000 shares of Common Stock with a par value of Ten Cents (\$.10) each."

(11/03/2011)

APR-28-2002 02:43pm FROM-BALLARD SPAHR

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF

WAWA, INC.

(For Use by Domestic Corporations Only)

JANE BURGIO
Secretary of State

NOV 28 1944

HILB D
A M C

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A-7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is Wawa, Inc.

2. The number of shares cancelled is 54,650 : itemized as follows:

No. of Shares Series Class
54,650 Wawa Common

(Omit the following if not applicable.)
3. If cancelled shares were not reacquired out of stated capital or by their conversion into other shares of the corporation, the date of adoption of the resolution of the board of directors cancelling such shares was on the 12th day of September, 1984.

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 625,660 : itemized as follows:

No. of Shares Series Class
625,660 Wawa Common

5. The amount of the stated capital of the corporation after giving effect to such cancellation is \$ 625,660.00. (Must be set forth in dollars.)

(Use the following if the Certificate of Incorporation, or the Plan of Merger or Consolidation, in the case of shares acquired by the corporation pursuant to Section 14A-11-1 et seq. Corporations, General, of the New Jersey Statutes (regarding rights of dissenting shareholders), provides that the cancelled shares shall not be reassued.)

6. The Certificate of Incorporation is amended pursuant to a resolution of the board of directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is : itemized as follows:

No. of Shares Series Class

9807060000

The number of shares outstanding at the time of approving such reduction was _____.

The number of shares entitled to vote thereon was _____; itemized as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the reduction respectively.)

No. of Shares Voting For Reduction

No. of Shares Voting Against Reduction

Dated this 15th day of October, 19 84.

WAWA, INC.

(Corporate Name)

By

Vincent P. Anderson

(Signature)

Vincent P. Anderson, Vice President
(Type or Print Name and Title)

(*May be executed by the chairman of the board, or the president, or a vice-president.)

Fees for filing in Office of the Secretary of State, State House, Trenton, N. J. 08625.

Filing Fee	\$200.00 \$50.00
Recording Fee	
Single page (front and back)	\$ 2.00
Each additional page	\$ 1.00

FILED BY:

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
WAWA, INC.

**3 TIER AFFIDAVIT
SIGNED BY WAWA, INC.**

AFFIDAVIT

STATE OF Pennsylvania
COUNTY OF Delaware

THEN CAME Michael J. Eckhardt, and having been duly sworn doth hereby depose and upon oath state as follows:

1. My name is Michael J. Eckhardt and I am the Vice President of WAWA INC, a business entity that has a current application pending for an Alabama ABC license, and I make these statements upon personal belief and knowledge.

2. WAWA INC is the correct legal name of the said business and its physical address is: 260 West Baltimore Pike, Wawa, PA 19063.

3. The address of the premises to be licensed is: 7095 Cottage Hill Rd., Mobile, AL 33695.

4. I understand that Alabama maintains a three-tier system of control over the sale, distribution, purchase, transportation, manufacture, consumption, and possession of alcoholic beverages in this state.

5. Further, I understand that pursuant to Code of Alabama 1975 § 28-3-4, there shall be a strict separation of the financial and business interests between the various classes (tiers) of businesses regulated by the Alabama ABC Board.

I/we understand this means, in part, that a retail licensee, may not have any interest, direct or indirect, in any manufacturer or wholesaler of alcoholic beverages. Further, a wholesale licensee may not have any interest, direct or indirect, in a manufacturer or retailer; and, a retail licensee may not have any interest, direct or indirect, in a manufacturer or wholesaler. No person or corporation shall by any device whatsoever, directly or indirectly, evade the provisions of §28-3-4.

Under the penalties of perjury, I/we declare that I/we have read and understood this affidavit and the information provided herein is true, correct and complete, and the Affiant declares that the applicant for licensure is not an owner, shareholder, officer, member in a business with an ABC license in another tier than the tier for which the subject of this affidavit has applied. And further, in the case of an applicant who is an artificial entity, that the entity has no owner, shareholder, officer, or member that is under 21 years of age or that holds any interest in a business licensed in a tier other than the tier for which the subject of this Affidavit has applied.

[Signature]
Signature of Applicant

3.19.2004
Date

Sworn and subscribed before me this 19th day of MARCH, 2004

My Commission Expires:

[Signature]
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Karon C Hardy, Notary Public
Delaware County
My Commission Expires September 19, 2007
Commission Number 10667-07

FEDERAL ID DOCUMENT



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

Date of this notice: 12-09-2021

Employer Identification Number:
87-3917191

Form: SS-4

Number of this notice: CP 575 G

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

WAWA ALABAMA LLC
WAWA
% BRIAN SCHALLER SOLE MBR
260 WEST BALTIMORE PIKE
WAWA, PA 19063

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 87-3917191. 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.

When filing tax documents, payments, and 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is WAWA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

WAWA ALABAMA LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011473794	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 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.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

18968 GREENO ROAD FAIRHOPE AL 36532-0000
260 W BALTIMORE PIKE MEDIA PA 19063-5620
7095 COTTAGE HILL ROAD MOBILE AL 36695-0000
HWY. 59 & CR 48 ROBERTSDALE AL 36567-0000
SCHILLINGER RD. & OLD GOVERNMENT ROAD MOBILE AL 36695-0000

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

Lot 1, Davis Pilot Family Subdivision Cottage Hill Rd. & Sollie Rd. according to the plat thereof recorded in Instrument #2023009951 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

The above described property is (X) owned, () leased, () sub-leased, or otherwise surrendered to WAWA ALABAMA, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location. Sworn to and subscribed before me this 17 day of June, 2024.

R Shawn Skinner
Notary Public



[Signature] ^{POA}
Property Owner 6/17/2024
Date

[Signature] ^{POA}
Licensee 6/17/2024
Date

**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

6/17/2024
Date

Harry Weaver POA
Owner of Property (Signature)

Harry Weaver via POA Wawa Alabama, LLC
Print Name of Property Owner

7095 Cottage Hill Road
Address

Mobile AL 36695
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

6/17/2024
Date

Harry Weaver POA
Applicant's Signature

Harry Weaver, by POA (Attorney for Wawa Alabama, LLC)
Print Name of Applicant

7095 Cottage Hill Road
Address

Mobile AL 36695
City State Zip

My Place

Information for address:
7095 7095 COTTAGE HILL RD

- **Parcel Information:**

Key / ID:

[01099536 / R023303053000003.000](#)

Owner:

Wawa Inc
Attn: Legal Dept
260 W Baltimore Pike

Wawa, Pa 19063

Subdivision:

Davis Pilot Family Subdivision

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

- **Revenue District:**

6

- **Township/Range/Section:**

5s2w05

- **Tract Census 2010:**

003708

- **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1745994.739

Y: 233359.691

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

- **Fire District:**

Fire Station 6 Edwards

- **Garbage Pickup Day:**

Thursday-West - Route E

- **Police Precinct / Beat:**

Precinct - 2 / Beat - 25

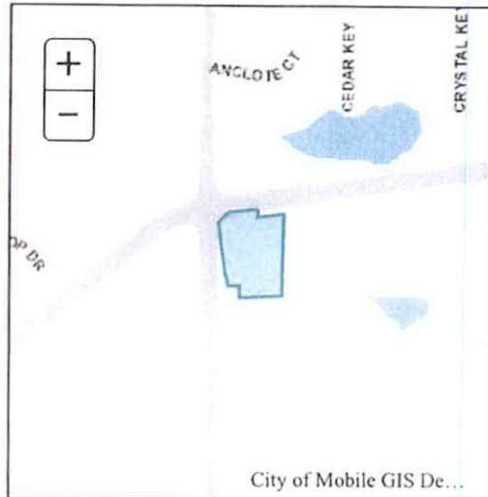
- **Trash Pickup Day/ Unit:**

Thursday South - biweekly / Td-10

•

- **Community Action Group:**

N/A



Political:

- **City Council District:**

[6 - Josh Woods](#)

- **County Commissioner District:** [2](#)

- **State House District:** [100](#)

- **State Senate District:** [35](#)

School:

- **Elementary School District:**

[Orourke](#)

- **High School District:**

[Davidson](#)

- **Middle School District:**

[Burns](#)

- **School Board District:** [2](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

TextMyGov

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

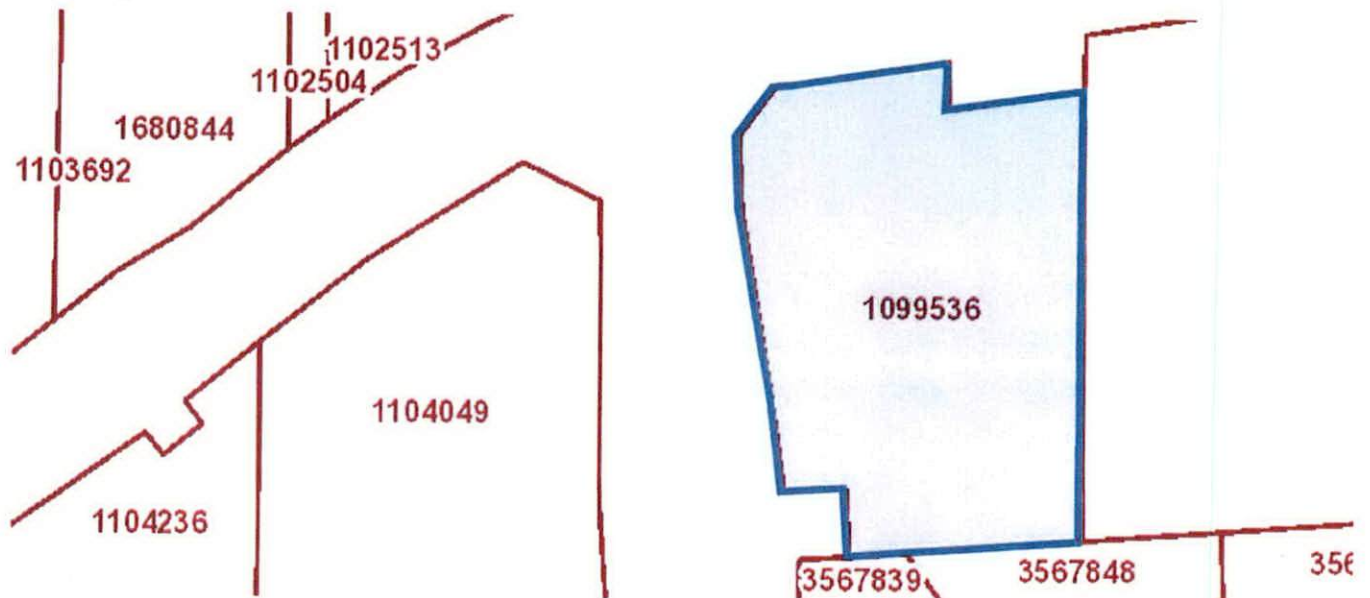
In This Section

[Mapping](#)

Mobile County Property Search

Key Number: 1099536 For Year 2024

Map



Property Details

Account

Key Number: 1099536
Legal Description: LOT 1 DAVIS PILOT FAMILY SUBDIVISION 2023009951
Parcel Number: 3303053000003XXX
Type: Real
Property Class: 2

Location

Address: 7095 COTTAGE HILL RD MOBILE, AL 36695

Owner

Name: WAWA INC
Mailing Address: 260 W BALTIMORE PIKE
MEDIA, PA 19063-5620

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



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

Legal Business Name **WAWA ALABAMA LLC**

Trade Name (DBA) **WAWA 5800**

Location Address **7095 COTTAGE HILL ROAD**

Application Number **2024 - 5665**
Notice Post Date @ Location **07/08/2024**

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 **July 23, 2024**

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

R Shawn Skinner Revenue Department Representative
Randy G. Moore # POA Applicant/POA Signature

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.

DEED

This instrument was prepared by:

Steve Bertil, Esq.
Wawa Alabama, LLC
260 W. Baltimore Pike
Media, PA 19063

STATE OF ALABAMA)
COUNTY OF MOBILE)

Send Tax Notice to:

Steve Bertil, Esq.
Wawa Alabama, LLC
260 W. Baltimore Pike
Media, PA 19063

RECORDED BY:
First American Title Insurance Company
National Commercial Services
50 South 16th Street, Suite 2600
Philadelphia, Pennsylvania 19102
NCS-1221896
NOT INSURED/ACCOMMODATION

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT IN CONSIDERATION of the Ten Dollars (\$10.00) and other valuable consideration in hand paid **WAWA ALABAMA, LLC**, a Delaware limited liability company (hereinafter referred to as the "Grantee") to **WAWA INC.**, a New Jersey corporation (hereinafter referred to as the "Grantor"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, all those certain tracts or lots of land lying in Mobile County, Alabama, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, subject, however, to the permitted exceptions described on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said Property.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its heirs, successors and assigns, will warrant and defend the above described Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

Pursuant to the provisions of Alabama Code § 40-2201 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:

Wawa, Inc.
260 W. Baltimore Pike
Media, PA 19063

Grantee's Name and Mailing Address:

Wawa Alabama, LLC
260 W. Baltimore Pike
Media, PA 19063

Property Address: 7095 Cottage Hill Road, Mobile, AL

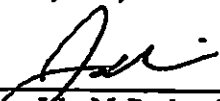
Purchase Price: \$10.00

UPI: 3303053000003

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed
as of the 3rd day of June 2024.

GRANTOR:

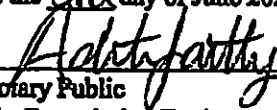
WAWA, INC., a New Jersey corporation

By: 
Name: John M. Poplawski
Its: Vice President

**COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF DELAWARE)**

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John M. Poplawski, whose name as Vice President, a New Jersey 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 said conveyance, 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 the 3rd day of June 2024.


Notary Public
My Commission Expires: 12/19/27

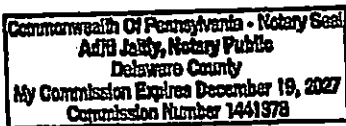


EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Davis Pilot Family Subdivision Cottage Hill Rd. & Sollie Rd. according to the plat thereof recorded in Instrument #2023009951 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

{W0057746.1}

Error! Unknown document property name.

Exhibit A-1

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
2. Easement granted to Alabama Power Company as recorded in Deed Book 443, Page 664; Deed Book 443, Page 666, and Deed Book 466, Page 3.
3. Right of Way Deed for Public Road conveyed to City of Mobile dated May 11, 1978 and recorded in Real Property Book 1867, Page 253.
4. Easement granted to Alabama Power Company as recorded in Real Property Book 1671, Page 337.
5. Easement granted to Alabama Power Company as recorded in Real Property Book 2714, Page 418.
6. Easement granted to Alabama Power Company as recorded in Real Property Book 1671, Page 335.
7. Easement granted to Alabama Power Company as recorded in Real Property Book 2097, Page 872.
8. Right of Way Deed for Public Road conveyed to City of Mobile as recorded in Real Property Book 1867, Page 240.
9. Easement granted to Alabama Power Company as recorded in Real Property Book 2097, Page 680.
10. Right of Way Deed for Public Road as recorded in Real Property Book 2138, Page 411.
11. Slope and View Easement conveyed to City of Mobile as recorded in Real Property Book 2756, Page 218.
12. Any portion of the property described in Exhibit A that was conveyed to the City of Mobile in Real Property Book 1970, Page 5.
13. Right of Way Deed for Public Road conveyed to the City of Mobile, as recorded in Real Property Book 5464, Page 1906.
14. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision in Instrument #2023009951.
15. Reciprocal Easement Agreement with Covenants, Conditions, and Restrictions between Wawa, Inc. and Davis Pilot Family Limited Partnership dated March 11, 2023 and recorded in Instrument #2023016429.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	WAWA, INC.	Grantee's Name	WAWA ALABAMA, LLC
Mailing Address	260 W. Baltimore Pike Media, PA 19063	Mailing Address	260 W. Baltimore Pike Media, PA 19063
Property Address	7095 Cottage Hill Road Mobile, AL 36685	Date of Sale	6/3/2024
		Total Purchase Price \$	
		or	
		Actual Value \$	
		or	
		Assessor's Market Value \$	198,200.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- | | |
|--|--|
| ☐ Bill of Sale | ☐ Appraisal |
| ☐ Sales Contract | ☒ Other Assessed Value |
| ☐ Closing Statement | |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - If the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 6/3/24 Print ALYSHA JAITLY

☒ Unattested K. Butcher Sign [Signature]
(verified by) (Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1

List the names and addresses of owners of property lying within a distance of 500 feet of the subject property, as shown by the latest assessment records of the Map and Plat Room of the Mobile County Revenue Commissioner's office/Phone# 574-8534. (Marilyn E. Wood's office)

SEE ATTACHED LIST

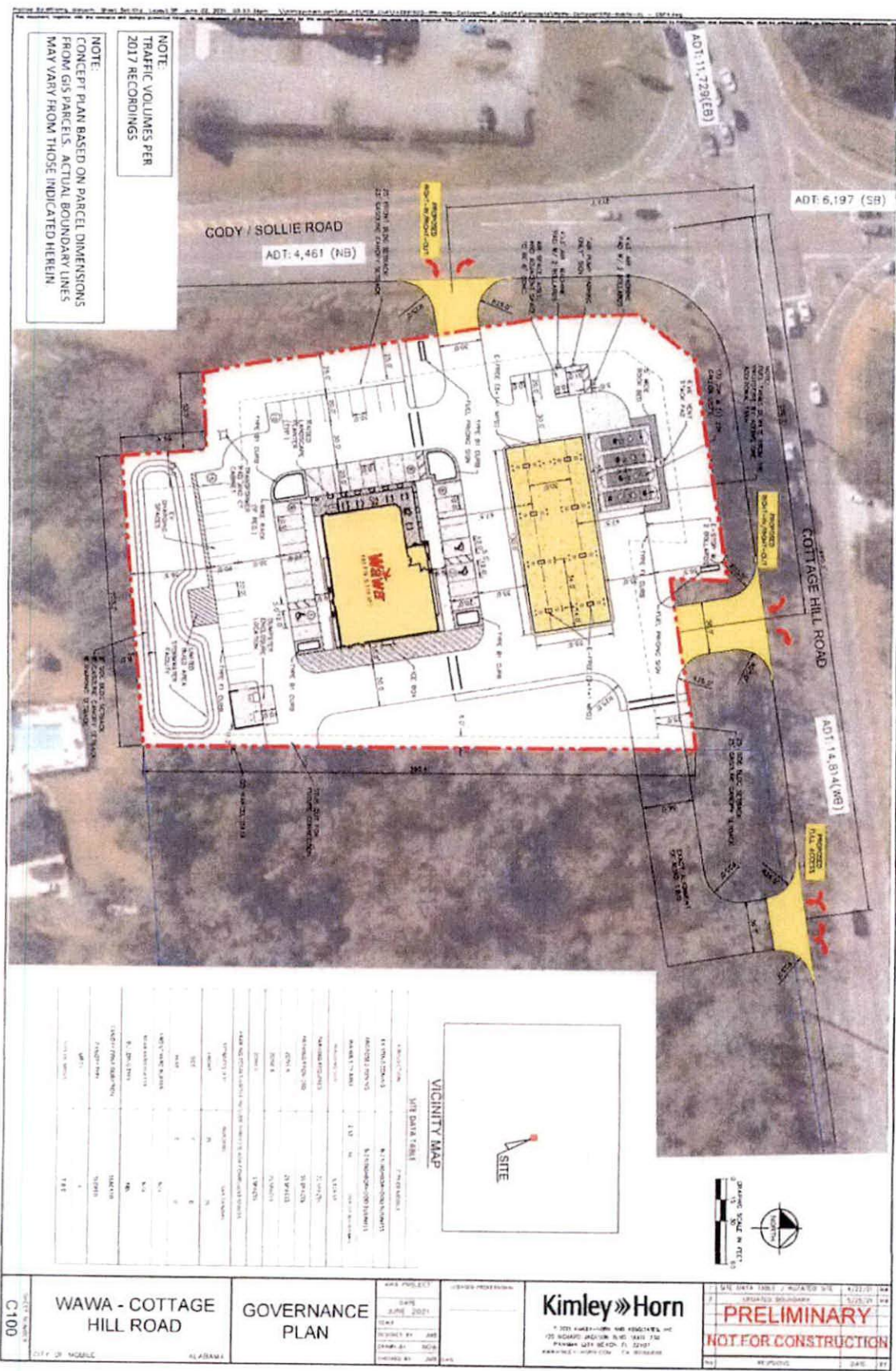


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name WAWA ALABAMA LLC				Trade Name (DBA) WAWA 5800			
Company Physical Address (Street Address, Suite #) 7095 COTTAGE HILL ROAD				City MOBILE	State AL	Zip Code 36695	
Business Contact Person Information Name KAKI ODUM		Title	Phone (813) 922-8103	Email KAKI@KODLEGAL.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 6,119	Parking Provided 21+	Parking Required 21	Compliance Yes	Zoning B-2	Approved Yes		
Comments							
Print Name D. Logan Anderson		Signature 			Date 06/17/2024		



RESOLUTION

Sponsored by: Councilmember 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 **1909 Beau Terra Drive W** 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, 7, 8, 12, 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 **1909 Beau Terra Drive W** described as:

LOT 118 FOURTH UNIT BEAU TERRA MBK 8 P 290 #SEC 1 T4S R2W #MP28 01 01 2 002

Parcel Number: 28 01 01 2 002 023

Last Assessed to: TERRY G. DAVIS AND ANNA P. DAVIS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** 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

July 15, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is located to the right of the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 23, 2024**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1909 BEAU TERRA DRIVE W**, OWNED BY OR MAY HAVE AN INTEREST: **TERRY G. DAVIS AND ANNA P. DAVIS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 01 01 2 002 023

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1909 Beau Terra Drive

Property Details

Parcel Key	422199	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	N
Contributing Structure	N	Water Penetrating Structure	N <i>Y</i>
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	03/28/24	Comments	

Property Score

Score	<i>52</i>	Score Description	<i>Blight Review</i>
-------	-----------	-------------------	----------------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE *4-3-24*

Noted 6 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/30/2024

Property Address: 1909 Beau Terra Drive W

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 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 and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Anna P Davis (aka Anna Palmer Davis Watson)
& Terry Scott Davis
1909 Beau Terra Drive W
Mobile, Alabama 36618-1532

May 30, 2024

RE: 1909 Beau Terra Drive W
Project Number: ME-034-24

Dear Anna P Davis (aka Anna Palmer Davis Watson) & Terry Scott Davis:

On May 24, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1909 Beau Terra Drive W.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 118 FOURTH UNIT BEAU TERRA MBK 8 P 290 #SEC 1 T4S R2W #MP28 01 01 2 002

Parcel Number: 28 01 01 2 002 023

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ 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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **July 14, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 14, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 14, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 14, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 23, 2024, 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,

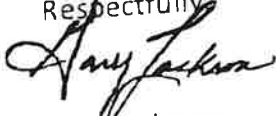
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

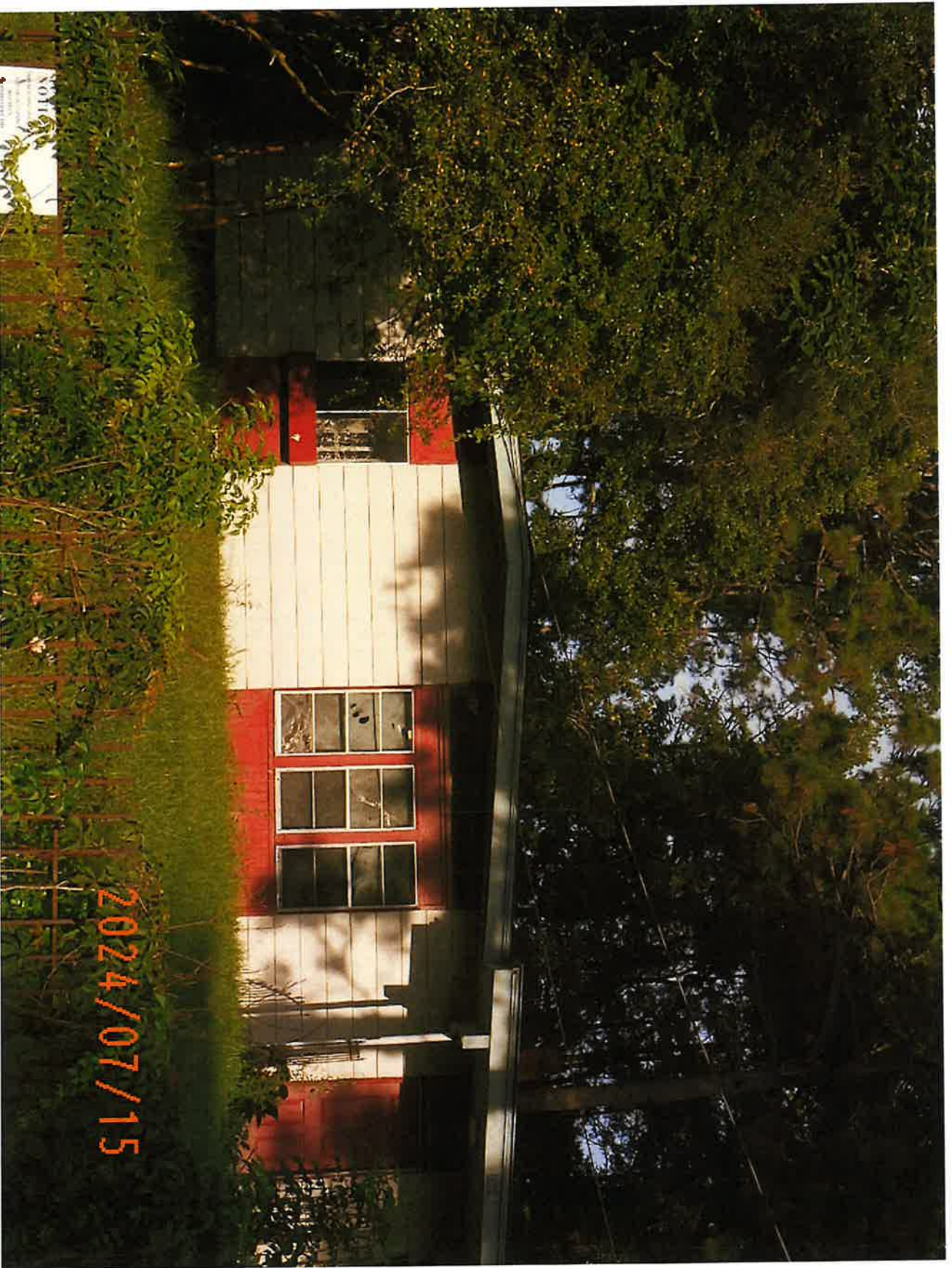
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

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AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

AGENDA PHOTOS / DW

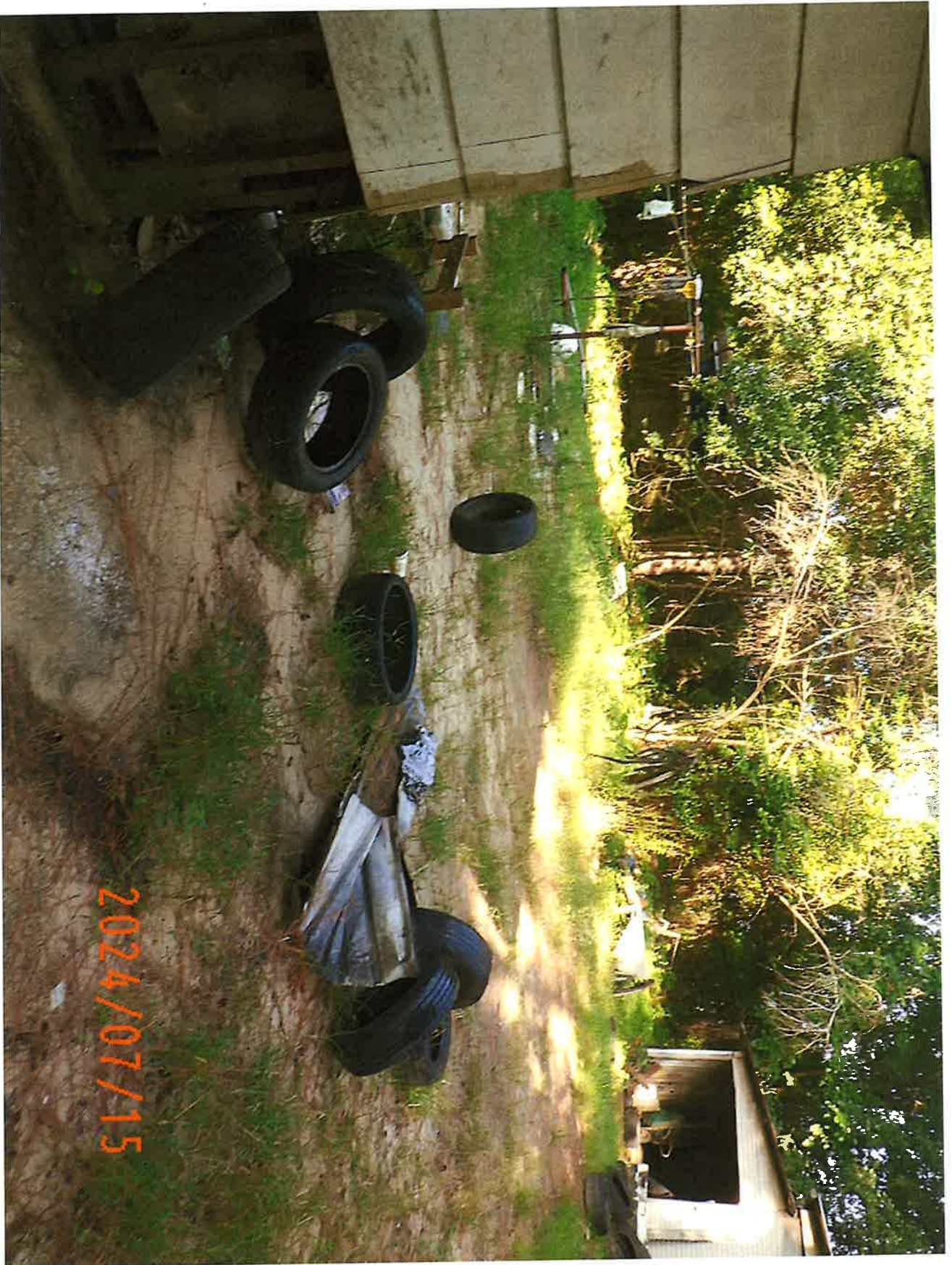


NUISANCE ABATEMENT

1909 BEAU TERRA DRIVE W

AGENDA PHOTOS / DW







Affidavit of Mailed Notice



Date: July 23, 2024

State of Alabama
County of Mobile

Subject Property – 1909 Beau Terra Drive W

My legal name 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.org.

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 **7 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A blue ink signature of Gary Jackson, written in a cursive style, is placed over the printed name and title.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1909 Beau Terra Drive West

Date: May 15, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 9, 2024

Per the Title Report, the owner is: Terry G. Davis and Anna P. Davis, a/k/a Anna Palmer Davis Weston

Notes: Terry G. Davis is deceased as of 10/29/2003 per LexisNexis. Per right of survivorship in deed 954-880, the property is solely in the name of Anna Palmer Davis Weston (73 years old). I listed her relatives from LexisNexis due to her age.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Anna P. Davis aka Anna Palmer Davis Weston
Terry Scott Davis
1909 Beau Terra Dr W
Mobile AL 36618-1532

Owner – Location/subject address – LexisNexis address good 3/2024 – Phone numbers are 251-282-6261, 251-295-7568 and 251-487-1054 good 2021 - 2023

RELATIVES OF ANNA P. DAVIS AKA ANNA PALMER DAVIS

- 2 Terry Scott Davis
4150 Stanford Dr
Mobile AL 36618-1526

Son of owner – LexisNexis address good 1/2024 – Phone numbers are 251-395-3284, 662-977-8376, 251-295-7565, and 251-654-9883 good 2022 - 2024

- 3 Michael Weston
Renita Weston Booker
406 Jasmine St
Fairhope AL 36532-2817

Stepson of owner – LexisNexis address good 2/2024 – Phone numbers are 251-593-3091 and 251-593-0748 good 2024

- 4 Hope Renetta Davis
2531 Wedgewood Dr
Semmes AL 36575-6835

Daughter of owner – LexisNexis address good 3/2024 – Phone number is 251-391-0259 good 2024

TAX STATUS: 2023 TAXES NOT PAID AND IN THE 2024 TAX LIEN SALE THAT WAS HELD 5/13/2024

Parties with recorded liens per Title Report:

- | | | |
|---|--|---|
| 5 | Keesler Federal Credit Union
c/o Joseph Daniel Barlar, Jr
PO Box 3045
Mobile AL 36652 | Keesler Federal Credit Union vs Anna P. Weston
Filed 9/15/2021, recorded 10/25/2021, instrument
number 2021070369 |
| 6 | Cavalry SPV I, LLC
c/o Ben Louis Zarzaur
PO Box 11366
Birmingham AL 35202 | Cavalry SPV I, LLC vs Anna Weston, Filed
3/10/2020, recorded 5/29/2020, instrument number
2020031570 |
| 7 | Midland Funding LLC
c/o Richard Gwin Moxley, III
PO Box 4953
Montgomery AL 36103 | Midland Funding LLC vs Anna Weston, filed
12/3/2017, recorded 3/6/2018, BK 7611 PG 194 |

Open Mortgages

- | | | |
|---|---|---|
| 8 | BBVA Compass
c/o PNC Bank
Research Specialist
PO Box 1820
Dayton OH 45401 | Mortgage – Benford Weston and Anna Ruth Davis
aka Anna Palmer Davis Weston – recorded
4/5/2007 bk 6160-499 – No release found. Loan
number 4355760001384983 – Phone number 205-
297-1986 good 2024 – called # and got new
number 888-762-2265 – gave different address
and informed it is now PNC Bank. |
|---|---|---|

Lis Pendens - NONE

RESOLUTION

Sponsored by: Councilmember William Carroll – 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 **1622 Duval 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, 7, 8, 12, 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 **1622 Duval Street** described as:

**W 48 FT LOT 11 & ALL OF LOT 12 BLK 21 TOULMIN TRT DBK 112 P 175 #SEC
28 T4S R1W #MP29 10 28 4 003**

Parcel Number: 29 10 28 4 003 077

Last Assessed to: JONES REOLA C/O TIMOTHY M JONES

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 **demolished** 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

July 15, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 23, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1622 DUVAL STREET**, OWNED BY OR MAY HAVE AN INTEREST: **JONES REOLA C/O TIMOTHY M JONES** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 003 077

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1622 DUVAL STREET

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/20/2023	Comments	

Property Score

Score	63	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

3/4/24

Noted 5 to 0 for Demolition of

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/30/2024

Property Address: 1622 Duval 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 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 and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Timothy Jones
P O Box 2765
Humble, Texas 77437-2765

May 30, 2024

RE: 1622 Duval Street
Project Number: ME-021-24

Dear Timothy Jones:

On May 24, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1622 Duval Street.

I. **PROPERTY** The legal description of the Property is as follows:

W 48 FT LOT 11 & ALL OF LOT 12 BLK 21 TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29
10 28 4 003

Parcel Number: 29 10 28 4 003 077

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ 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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **July 14, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 14, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 14, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 14, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 23, 2024, 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,

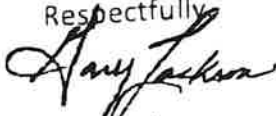
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1622 DUVAL STREET

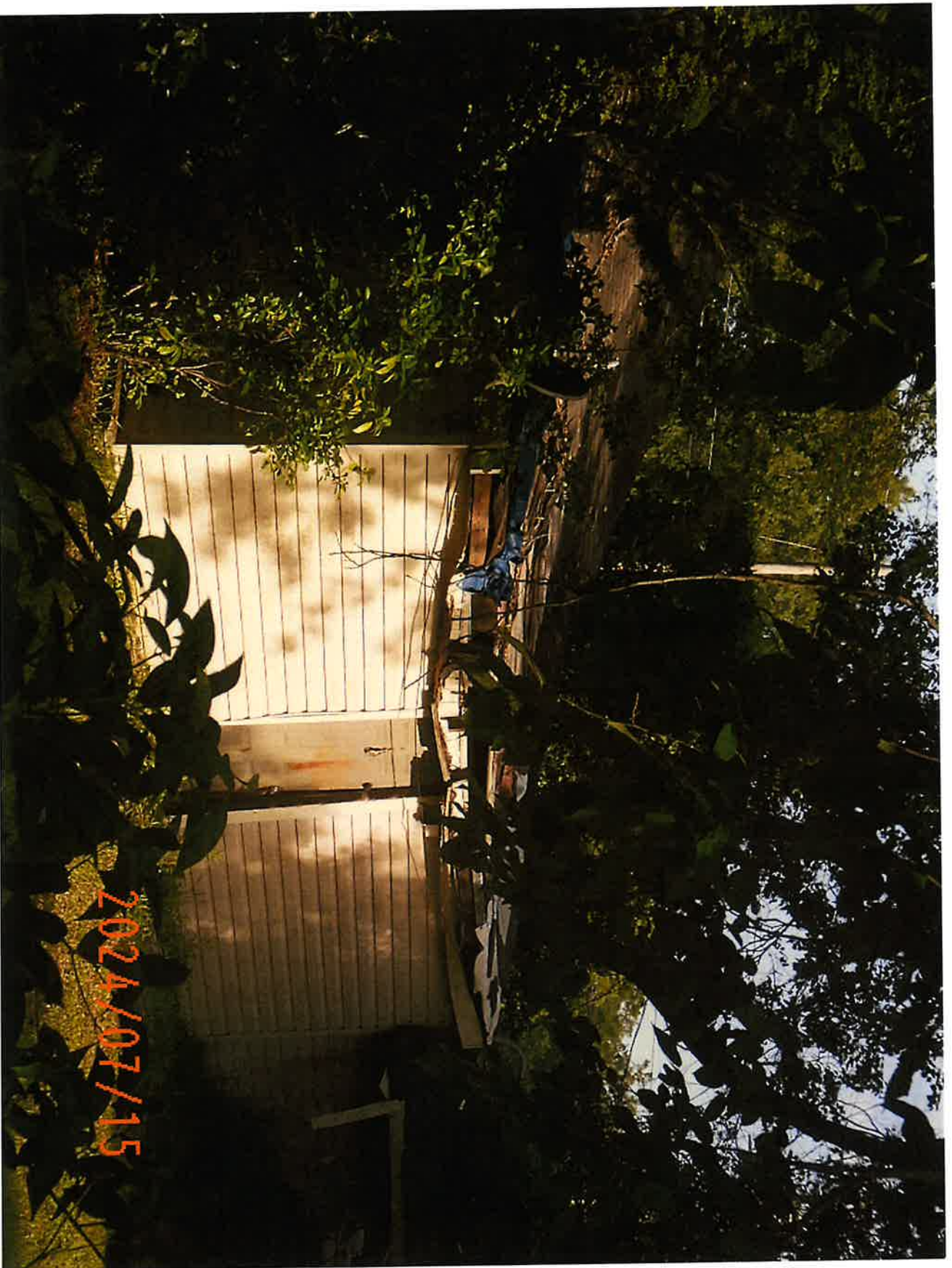
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



2024/07/15

NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW

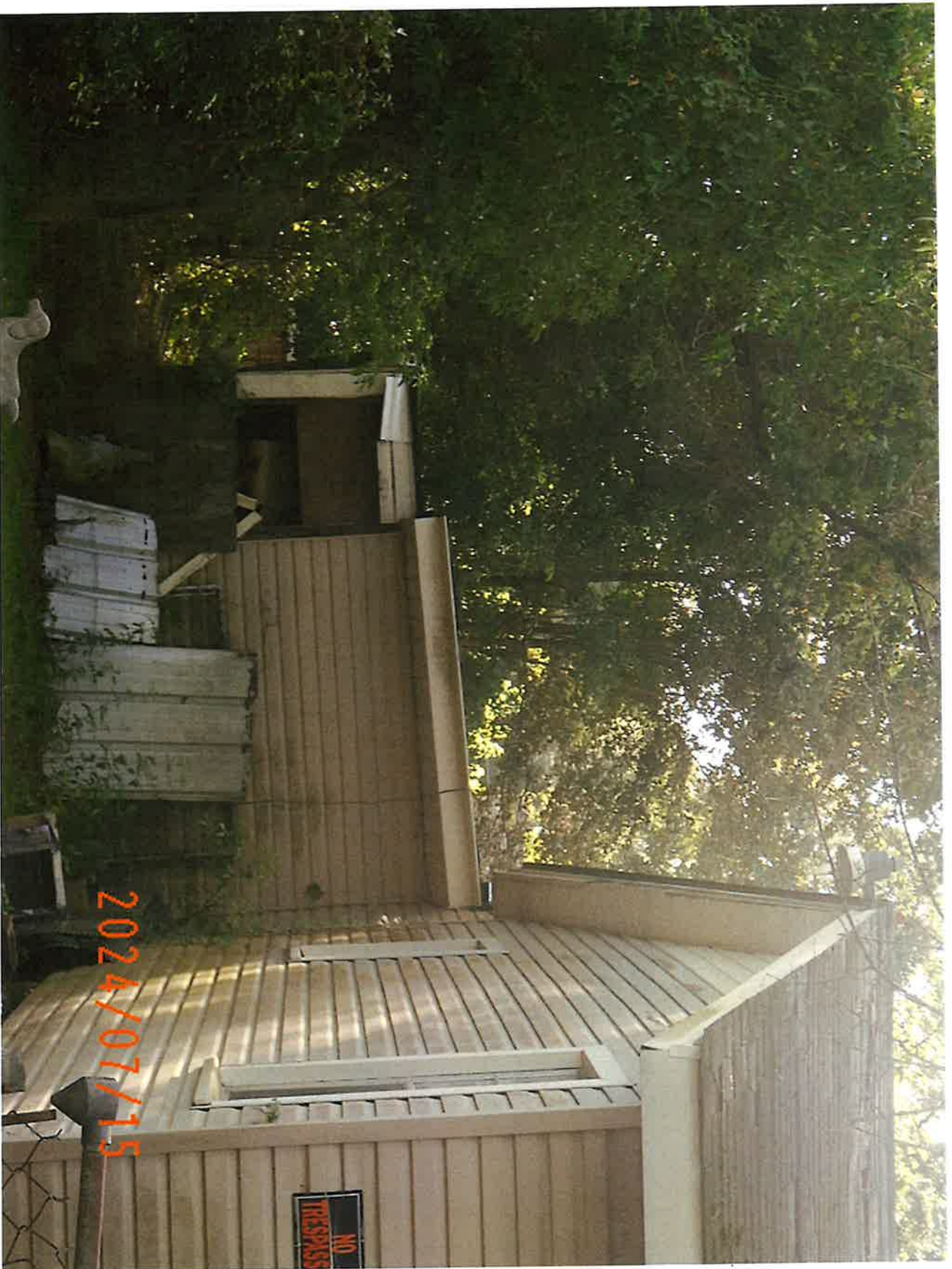


2024/07/15

NUISANCE ABATEMENT

1622 DUVAL STREET

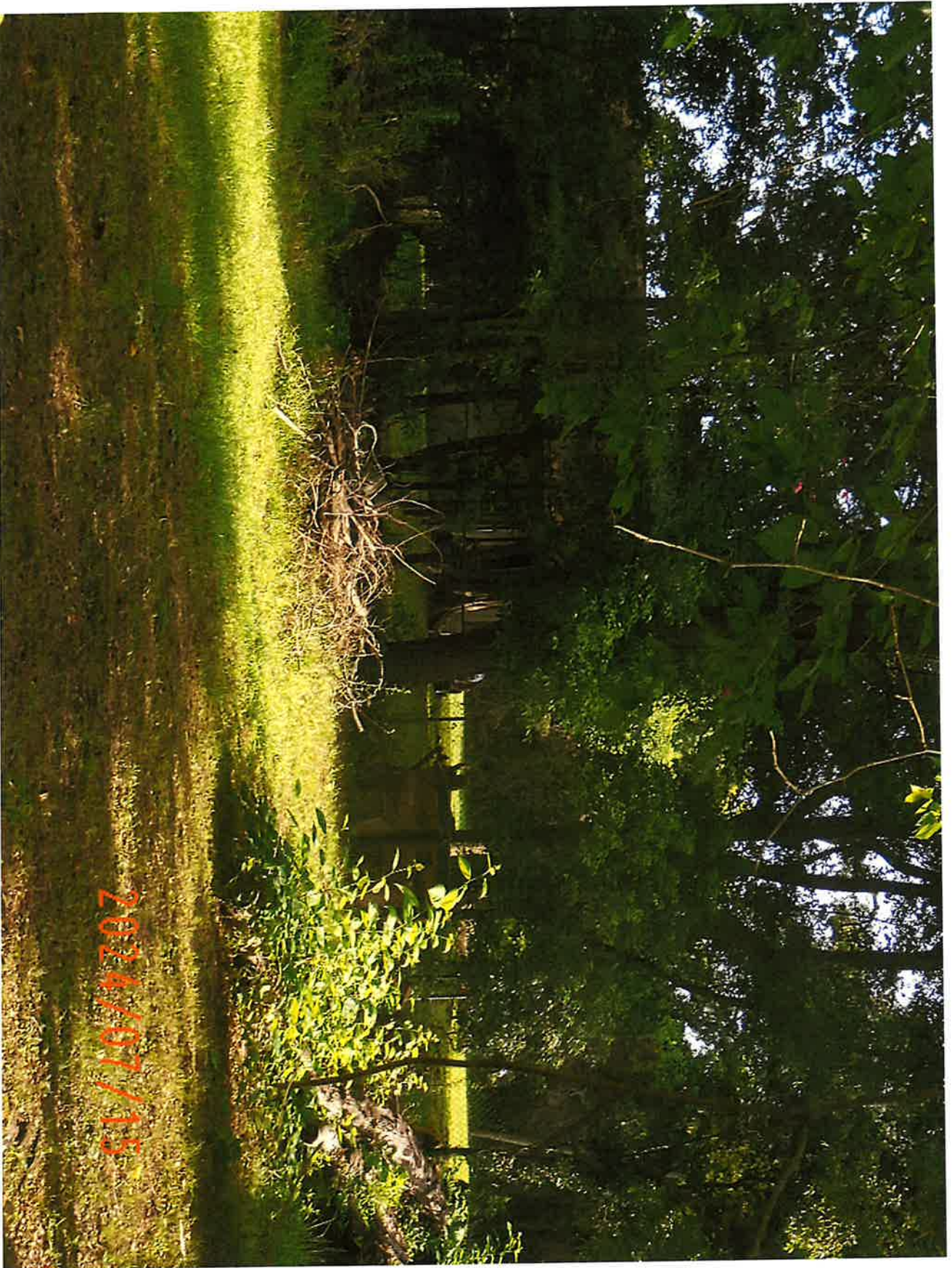
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1622 DUVAL STREET

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: July 23, 2024

State of Alabama
County of Mobile

Subject Property – 1622 Duval Street

My legal name 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.org.

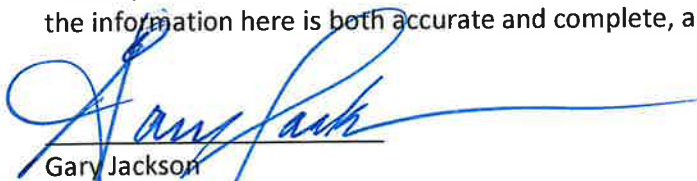
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1622 Duval Street

Date: May 2, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 24, 2024

Per the Title Report, the owner is: Hers at law and next of kin for Reola Jones, deceased.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Timothy Jones
1622 Duval St
Mobile AL 36605-2043 | Subject/location address – Son and heir of Reola Jones. Phone numbers 832-368-4155, 832-233-9018, and 281-831-7700 good 2024 |
| 2 | Timothy Jones
PO Box 2765
Humble TX 77347-2765 | LexisNexis address good 11/2021 |
| 3 | Timothy Jones
15314 Mesa Dr
Humble TX 77396 | Revenue Commission mailing address good 2015 - 2023 |
| 4 | Jason Jones
470 Fox Run Cir
Pell City AL 35125-9338 | Son and heir of Reola Jones. LexisNexis address good 3/2024 – Phone numbers are 251-331-0195, 251-623-1618, and 619-333-2200 good 2024 |
| 5 | Jason Jones
905 Maple Village Ct
Pell City AL 35128-7487 | LexisNexis address good 1/2024 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages

- | | | |
|---|--|--|
| 6 | First Family Financial Services,
Inc
4362 Peachtree Rd
Atlanta GA 30319 | Mtg for Reola Jones (deceased) Probate Record
4025-655 and 4185-1575 not released per title
report |
| 7 | First Family Financial Services,
Inc
c/o The Corporation Company
2000 Interstate Park Dr Ste 204
Montgomery AL 36109 | Registered agent for First Family Financial
Services, Inc |

Lis Pendens

Lis Pendens – City of Mobile vs Reola Jones c/o Timothy M Jones, filed 3/5/2024, recorded 3/21/2024, instrument number 2024016315

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **771 Farnell 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, 7, 8, 12, 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 **771 Farnell Street** described as:

LOT "B" CRENSHAW S/D MBK 49/32 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 058.001

Last Assessed to: STATE OF ALABAMA

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 **demolished** 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

July 15, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 23, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **771 FARNELL STREET**, OWNED BY OR MAY HAVE AN INTEREST: **STATE OF ALABAMA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 29 4 003 058.001

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

771 FARNELL ST

Property Details

PARCEL KEY	02306114	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

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	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCOPE	60	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

3/4/24
Noted 5-0 for Demolition
[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/30/2024

Property Address: 771 Farnell Street

District No: 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☒ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or 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 and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Elaine Clarke
3649 Kings Gate Drive W
Mobile, Alabama 36618-4706

May 30, 2024

RE: **771 Farnell Street**
Project Number: ME-027-24

Dear Elaine Clarke:

On May 24, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 771 Farnell Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT "B" CRENSHAW S/D MBK 49/32 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 058.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ 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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **July 14, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 14, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 14, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 14, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 23, 2024, 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,

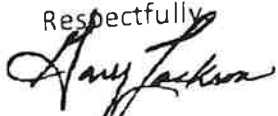
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

771 FARNELL STREET

AGENDA PHOTOS / DW

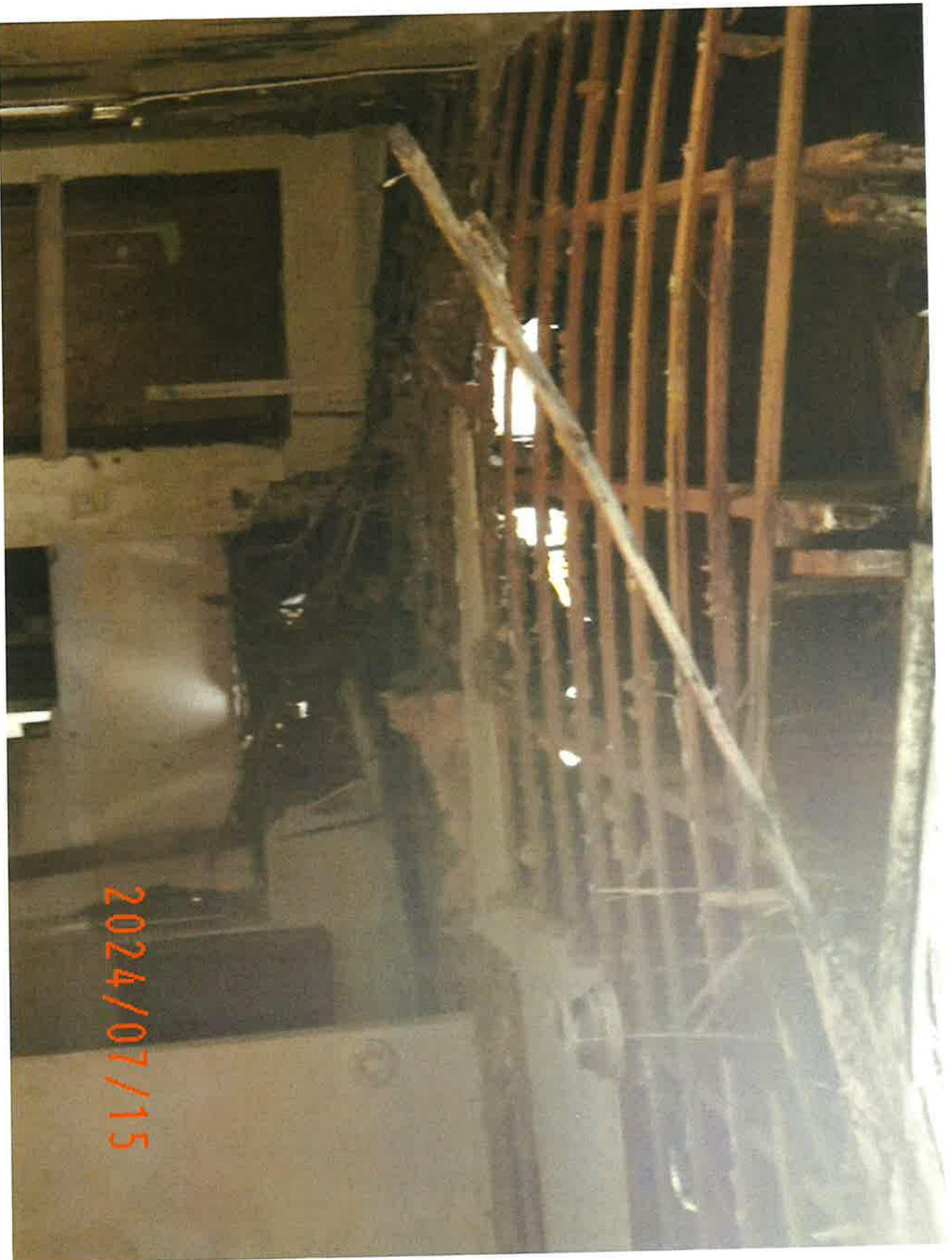




NUISANCE ABATEMENT

771 FARNELL STREET

AGENDA PHOTOS / DW

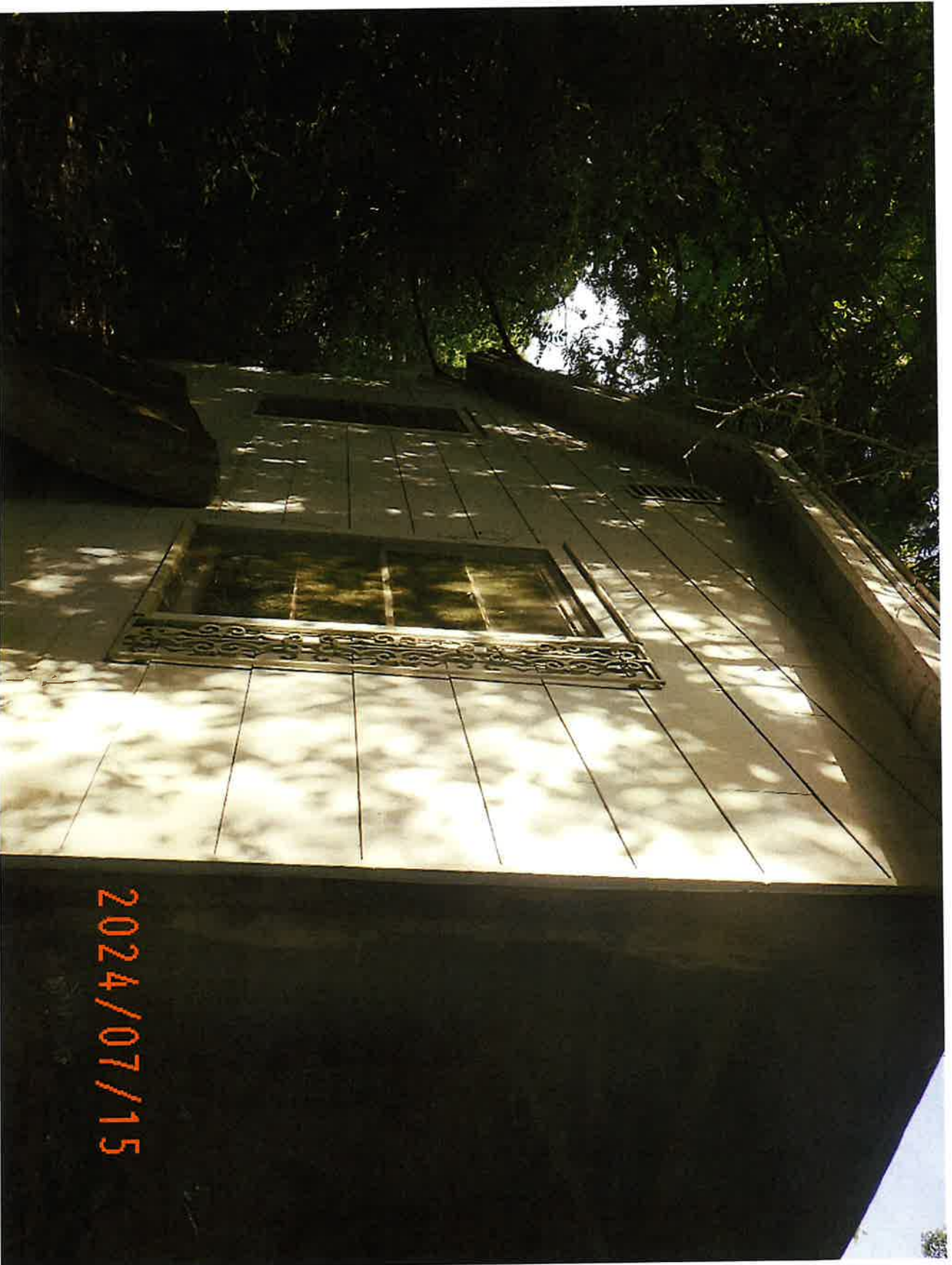




NUISANCE ABATEMENT

771 FARNELL STREET

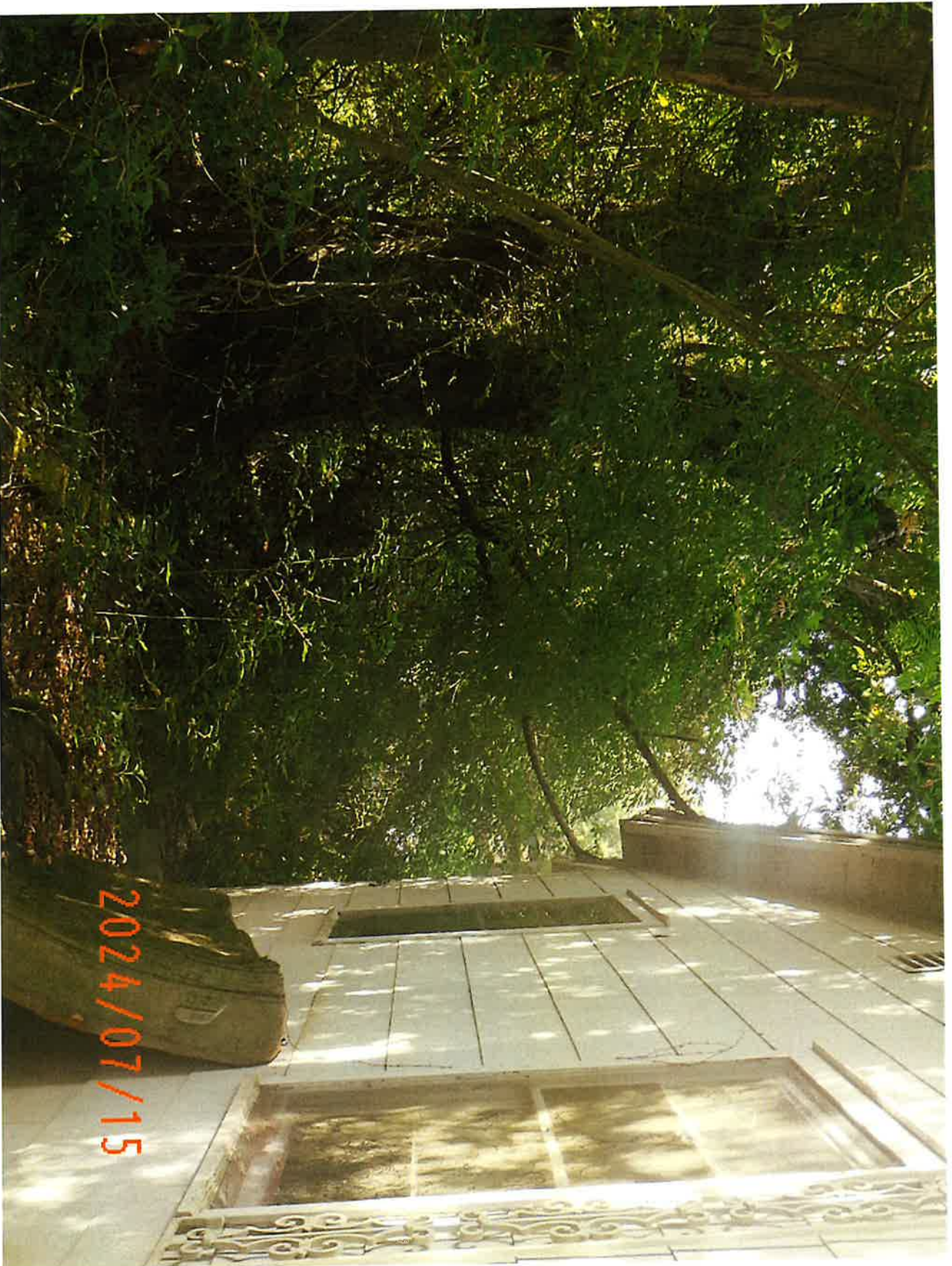
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

771 FARNELL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

771 FARNELL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

771 FARNELL STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

771 FARNELL STREET

AGENDA PHOTOS / DW





Affidavit of Mailed Notice



Date: July 23, 2024

State of Alabama
County of Mobile

Subject Property – 771 Farnell Street

My legal name 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.org.

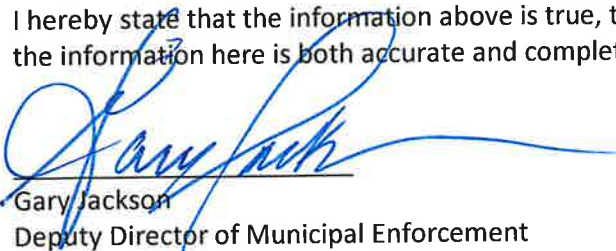
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: 771 Farnell Street

Date: April 16, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 16, 2024

Per the Title Report, the owner is: Fee Simple vested in Elaine Clarke, Tax Title is vested in the State of Alabama

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Elaine Clarke
771 Farnell St
Mobile AL 36606-4262 | Owner – LexisNexis address good 2015 –
Subject/Location address – Phone numbers are
251-391-7231, 251-648-751 and 334-478-3041 |
| 2 | Elaine Clarke
3649 Kings Gate Dr W
Mobile AL 36618-4706 | LexisNexis address good 1/2024 |
| 3 | Elaine Clarke
2300 Johns Ln
Mobile AL 36605-3142 | LexisNexis address good 2/2024 |

TAX STATUS: Ad Valorem tax due for the years of 2015 through 2023. 2015 sold to the State of Alabama

- | | | |
|---|---|---|
| 4 | Alabama Dept. of Revenue
ATTN: Shelly Tice
Property Tax Division
P. O. Box 327210
Montgomery, AL 36132-7210 | 2015 – 2023 taxes have not been paid and sold to
State of Alabama in 2015 –
Attention: the Property Key Number 2306114 and
Parcel Number 02-29-09-29-4-003-058.001. should
be referenced on the letter to the Dept. of Revenue. |
|---|---|---|

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile against Elaine Clarke, Group #1565, adopted 9/26/2017 and recorded on 11/14/2017, in the amount of \$96.23 in LR 7575 P 1996.

Resolution Fixing the cost for the securing of the structure at 771 Farnell Street, adopted 3/3/2020, City of Mobile against the State of Alabama, recorded on 6/19/2020 in instrument number 2020036283.

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile against the State of Alabama, dated 11/28/2023 and recorded on 3/25/2024 in instrument number 2024017200.

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 **2203 Height 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, 7, 8, 12, 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 **2203 Height Street** described as:

**LOT 4 RESUB OF LOTS 4 & 5 REVISED PLAT OF BLKS D-E DOG RIVER HGTS
MBK 23/17 #SEC 37 T5S R1W #MP32 02 37 0 003**

Parcel Number: 32 02 37 0 003 055

Last Assessed to: PRECISE REALTY 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 **demolished** 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



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 23, 2024**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2203 HEIGHT STREET**, OWNED BY OR MAY HAVE AN INTEREST: **PRECISE REALTY LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 02 37 0 003 055

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

2203 Height Street

Flood Zone

Property Details

Parcel Key	985893	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/28/24	Comments	See the below note.

Property Score

Score	88	Score Description	Demolition
-------	----	-------------------	------------

Note: There are over 75 to 100 tires illegally dumped at the left rear of property.

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-12-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/30/2024

Property Address: 2203 Height Street

District No: 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or 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 and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Precise Realty, LLC
C/O Eric Roberts
1555 Spring Hill Avenue, STE A
Mobile, Alabama 36604-3214

May 30, 2024

RE: 2203 Height Street
Project Number: ME-031-24

Dear Precise Realty, LLC:

On May 24, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2203 Height Street.

I. **PROPERTY** The legal description of the Property is as follows:

**LOT 4 RESUB OF LOTS 4 & 5 REVISED PLAT OF BLKS D-E DOG RIVER HGTS MBK 23/17 #SEC 37
T5S R1W #MP32 02 37 0 003**

Parcel Number: 32 02 37 0 003 055

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ 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 extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **July 14, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 14, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 14, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 14, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **July 23, 2024, 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:

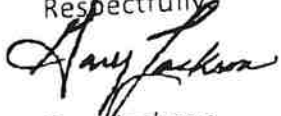
☒ Repaired; or,

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



2024/07/15

NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

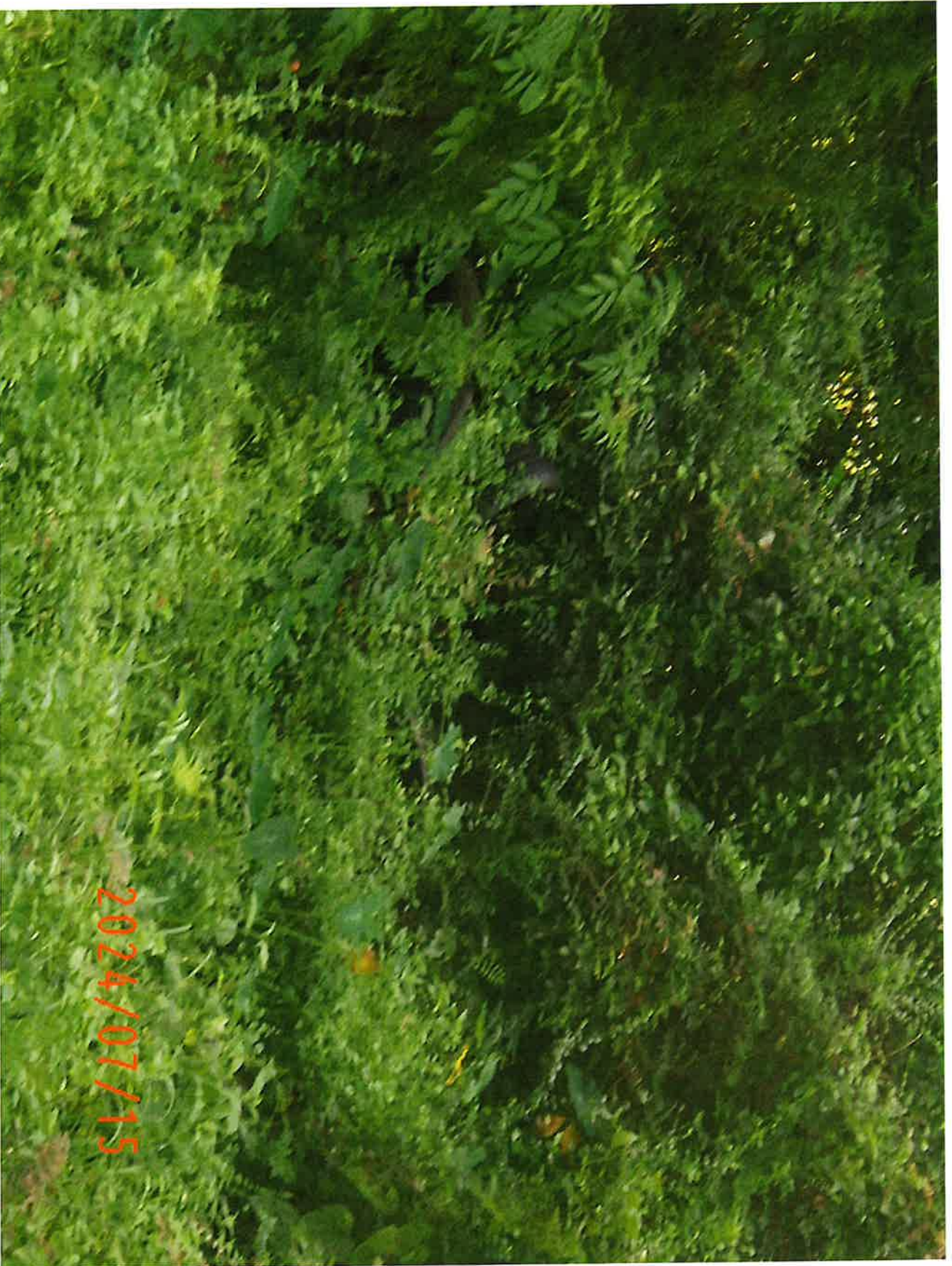
AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



NUISANCE ABATEMENT

2203 HEIGHT STREET

AGENDA PHOTO / DW



Affidavit of Mailed Notice



Date: July 23, 2024

State of Alabama
County of Mobile

Subject Property – 2203 Height Street

My legal name 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.org.

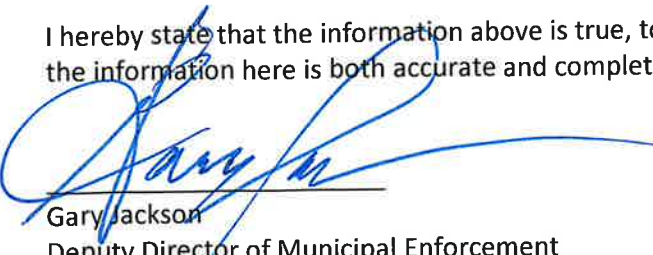
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2203 Height Street

Date: May 14, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 15, 2024

Per the Title Report, the owner is: Precise Realty, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Precise Realty, LLC
2203 Height St
Mobile AL 36605-5149 | Owner – Location/Subject Address – Phone
number 251-433-0357 good 5/12/2024 |
| 2 | Precise Realty, LLC
c/o Eric Roberts
1555 Spring Hill Ave Ste A
Mobile AL 36604-3214 | LexisNexis address good 3/6/2024
Address listed on Secretary of State of Alabama
website. LexisNexis address good 2023 |
| 3 | Precise Realty, LLC
c/o Eric Roberts
PO Box 180474
Mobile AL 36618-0474 | Revenue Commission mailing address from 2018
to 2024. Address listed on Deed 6544-1923. |
| 4 | Eric Roberts
PO Box 180402
Mobile AL 36618-0402 | LexisNexis address good 2/2024 – Phone numbers
251-490-4669, 251-645-4133 and 251-457-1214
numbers good from 2021 to 2024 |

TAX STATUS: 2023 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

**A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2813 Berkley Avenue**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2813 Berkley Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2813 Berkley Avenue** to be **\$2,625.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,625.00** shall constitute a special assessment against the property at structure **2813 Berkley Avenue** and being that property more particularly described as follows:

LOT 178 TRINITY GDNS 2ND ADD BLK G MBK 3/331 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel No.: **29 02 44 0 009 384.xxx**

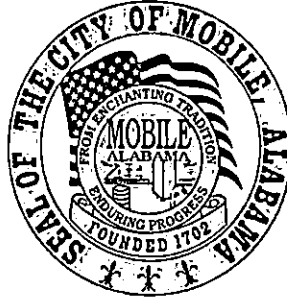
Owner: **CAMPBELL THOMAS G & CASSIE B PRUITT
2813 BERKLEY AVE
MOBILE AL 36617-1651**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2813 Berkley Avenue**, for the proposed amount of **\$2,625.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

June 24, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-088-23

LOCATION:
2813 Berkley Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 178 TRINITY GDNS 2ND ADD BLK G MBK 3/331 #SEC 44 T4S R1W #MP29
02 44 0 009**

Parcel Number: 29 02 44 0 009 384.XXX

Amount: \$ ~~2425.00~~ **\$2,625.00**

Assessed: CAMPBELL THOMAS G & CASSIE B PRUITT
2813 BERKLEY AVE
MOBILE AL 36617-1651

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1328 Adams Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1328 Adams Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1328 Adams Street** to be **\$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,700.00** shall constitute a special assessment against the property at structure **1328 Adams Street** and being that property more particularly described as follows:

LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel No.: **29 06 40 0 007 041.xxx**

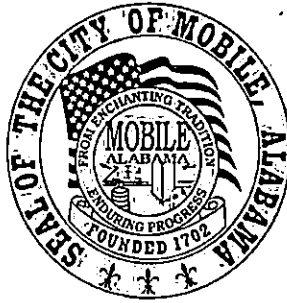
Owner: **BROWN CARLA P & NORMAN T BELL
C/O METAVERSE HOLDINGS LLC
PO BOX 277
IRVINGTON AL 36544-0277**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1328 Adams Street**, for the proposed amount of **\$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

June 24, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-111-23

LOCATION:
1328 Adams Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29
06 40 0 007

Parcel Number: 29 06 40 0 007 041.XXX

Amount: ~~\$2,500.00~~ **\$2,700.00**

Assessed: BROWN CARLA P & NORMAN T BELL C/O METAVERSE HOLDINGS LLC
PO BOX 277
IRVINGTON AL 36544-0277

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a faint blue circular stamp.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, William Carroll, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
411 Marshall Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the **demolition** of the structure at **411 Marshall Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the **demolition** of the structure **411 Marshall Street** to be **\$3,038.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,038.00** shall constitute a special assessment against the property at structure **411 Marshall Street** and being that property more particularly described as follows:

THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO WIT BEG AT PT ON W/L OF MARSHALL ST DIS OF 175.3 FT NN OF NW INT OF GLENNON AVE & MARSHALL ST & WHICH PT IS MARKED BY OLD FENCE/L WHICH PT IS NE COR OF THE PPTY NOW OR FORMERLY OF REBECCA F MITCHELL AS EST BY A BDRY/L AGREEMENT BY & BET CLARA EARLEY LEE & HUSBAND & REBECCA F MITCHELL & HUSBAND DTD 7/3/45 DBK 378 NS P 543 & FROM SD POB RUN NLY ALG W/L OF MARSHALL ST DIS OF 92.7 FT WHICH PT IS THE NE COR OF PPTY CONVEYED TO CLARA EARLEY LEE BY CHARLOTTE MITCHELL 12/9/16 DBK 171 NS P 255 RUN TH WLY PAR WITH N/L OF GLENNON AVE OR NLY SD DIS OF 107 FT T PT ON E/L OF TERRILL SUB OF THE KEARNEY TRT RUN TH SLY ALG THE KEARNEY TRT DIS OF 92/7 FT TO PT IN THE AFOREMENTIONED OLD FENCE/L TH ELY DIS OF 107 FT TO PT ON W/L OF MARSHALL STG TO POB BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.: **29 06 40 0 004 146.XXX**

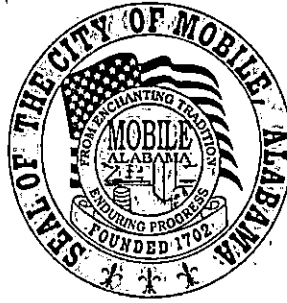
Owner: **KENNEDY BRENDA J
2070 HAZEL HEDGE LN
MONTGOMERY AL 36106-1529**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **411 Marshall Street**, for the proposed amount of **\$3,038.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

June 24, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-040-23

LOCATION:
411 Marshall Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO WIT BEG AT PT ON W/L OF MARSHALL ST DIS OF 175.3 FT N OF NW INT OF GLENNON AVE & MARSHALL ST & WHICH PT IS MARKED BY OLD FENCE/L WHICH PT IS NE COR OF THE PPTY NOW OR FORMERLY OF REBECCA F MITCHELL AS EST BY A BDRY/L AGREEMENT BY & BET CLARA EARLEY LEE & HUSBAND & REBECCA F MITCHELL & HUSBAND DTD 7/3/45 DBK 378 NS P 543 & FROM SD POB RUN NLY ALG W/L OF MARSHALL ST DIS OF 92.7 FT WHICH PT IS THE NE COR OF PPTY CONVEYED TO CLARA EARLEY LEE BY CHARLOTTE MITCHELL 12/9/16 DBK 171 NS P 255 RUN TH WLY PAR WITH N/L OF GLENNON AVE OR NLY SD DIS OF 107 FT TO PT ON E/L OF TERRILL SUB OF THE KEARNEY TRT RUN TH SLY ALG THE KEARNEY TRT DIS OF 92.7 FT TO PT IN THE AFOREMENTIONED OLD FENCE/L TH ELY DIS OF 107 FT TO PT ON W/L OF MARSHALL ST TO POB BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 146.XXX

Amount: ~~\$2,838.00~~ **\$3,038.00**

Assessed: KENNEDY BRENDA J
2070 HAZEL HEDGE LN
MONTGOMERY AL 36106-1529

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson'.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, William Carroll, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2351 Howell Avenue

Sponsored by: Councilmember Joel Daves

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2351 Howell Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2351 Howell Avenue** to be **\$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,700.00** shall constitute a special assessment against the property at structure **2351 Howell Avenue** and being that property more particularly described as follows:

LOT 4 BLK A OF CESSNA PL SUB MBK 5/521 #SEC 51 T4S R1W #MP29 09 51 0 001

Parcel No.: **29 09 51 0 001 020.xxx**

Owner: **RUBI MARIA S OR WILSON MANUEL MIJANGO BAUTISTA
6721 HIGHMONT DR
THEODORE AL 36582-6039**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2351 Howell Avenue**, for the proposed amount of **\$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

June 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-069-23

LOCATION:
2351 Howell Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 4 BLK A OF CESSNA PL SUB MBK 5/521 #SEC 51 T4S R1W #MP29 09 51 0 001

Parcel Number: 29 09 51 0 001 020.XXX

Amount: ~~\$ 2,500.00~~ *\$2,700.00*

Assessed: RUBI MARIA S OR WILSON MANUEL MIJANGO BAUTISTA
6721 HIGHMONT DR
THEODORE AL 36582-6039

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', written over a horizontal line.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Joel Daves, David Daughenbaugh, James Roberts, file copy



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Mary Ann Merchant, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: July 8, 2024
SUBJECT: Repeat Weed Lien Invoices G-72

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 72.
Please place these on the City Council's Agenda for July 23, 2024.

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						
			GROUP 72					Res. No.	
4/9/2024			1st REPEAT WEED LIEN LETTERS SENT					11-058	
7/23/2024			REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			CONTRACT NUMBER					5006	
			Old SRO	New	Initial	Times	Amount	CBD	
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO	
No.									
1	6522 Grace St	7	31844	36136	6/28/2022	1	\$ 630.65		
2	1455 Chinquapin St	2	33360	36137	8/31/2021	1	\$ 421.00		
3	281 Cedar Dr	2	14551	36138	9/20/2022	1	\$ 275.00		
4	2763 Gonzales Rd	3	23336	36139	8/31/2021	2	\$ 576.75		
5	2055 Victory Dr E	3	26064	36140	3/2/2022	1	\$ 50.00	CBO	
6	358 Gordon St	2	27658	36141	6/14/2022	2	\$ 375.00		
7	1324 Congress St	2	17426	36142	8/1/2023	1	\$ 50.00	CBO	
8	1766 Dublin St	2	26791	36143	8/16/2022	2	\$ 50.00	CBO	
9	566 Belsaw Ave	2	32060	36144	7/20/2021	1	\$ -	CBD	
10	616 Petit Ave	1	32389	36145	11/15/2022	1	\$ 275.00		
11	558 Reynolds Ave	1	32280	36146	8/17/2021	1	\$ 282.00		
12	5602 Central Blvd	7	29948	36147	6/29/2021	2	\$ 375.00		
13	564 Reynolds Ave	1	27721	36148	8/17/2021	2	\$ 585.00		
14	1709 Griffin St	1	27711	36150	8/17/2021	1	\$ 275.00		
15	512 Oak Dr Ct	2	30836	36151	10/19/2021	1	\$ 275.00		
16	704 South Carolina St	3		36152	2/14/2023	1	\$ 275.00		
17	6208 Lampwood Ct	6	35251	36153	8/30/2022	1	\$ 50.00		
18	913 Jake Lane	2		36154	3/7/2023	1	\$ 275.00		
19	917 Jake Lane	2		36155	3/7/2023	1	\$ 275.00		
20	1001 Jakes Lane	2		36156	3/7/2023	1	\$ -	CBD	
Total							\$ 5,370.40		
District total for this group			Numbers of lots cut						
1	4			1	4				
2	10			2	6				
3	3			3	2				
4	0			4	0				
5	0			5	0				
6	1			6	0				
7	2			7	2				
	20				14				
*CBO Cut By Owner									
*N/A Taken out by Inspector									
*ADD Added in from other Groups									

Angie Jackson 7-17-24
Marchetta Darte 7-16-24



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

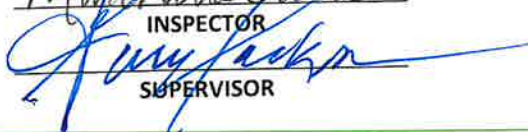
Lot Owner: **HERBST ROBERT DAIN**
C/O HERBST ROBERT DAIN
Address: **2420 CHURCH AVE**
City, State, Zip: **SAN MARTIN, CA 95046**
Repeat Group Number: **72** Item # **1**

Lot Description: **BEG AT INT OF N/L OF GRACE ST WITH W/L OF NE 1/4 OF SE 1/4 SEC 5 T4S R2W RUN N 8.5 FT TO POB TH E 25 FT TH S 8.5 FT TH E 107 FT TH N & PAR TO SD W/L OF NE 1/4 OF SE 1/4 TO S R/W/L OF GM & O RR TH NWLY ALG SD S R/W/L 137 FT TH S ALG SD W/L OF NE 1/4 OF SE 1/4 355.6 FT TO BEG #SEC 05 T4S R2W #MP28 03 05 4 000 (28 03 05 4 000 052.XXX) BEG AT INT OF N/L OF GRACE ST WITH W/L OF NE 1/4 OF SE 1/4 SEC 5 T4S R2W RUN N 8.5 FT TO POB TH E 25 FT TH S 8.5 FT TH E 107 FT TH N & PAR TO SD W/L OF NE 1/4 OF SE 1/4 TO S R/W/L OF GM & O RR TH NWLY ALG SD S R/W/L 137 FT TH S ALG SD W/L OF NE 1/4 OF SE 1/4 355.6 FT TO BEG #SEC 05 T4S R2W #MP28 03 05 4 000 (28 03 05 4 000 052.XXX) 6522 GRACE ST**

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		18,132	\$ 0.0125	\$ 226.65
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	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 630.65


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 8, 2024

Lot Owner: **MCCARROLL EUGEN P
& CLARA MAE MCCARROLL**

Address: **1601 NESHOTA DR/#88**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **72** Item # **2**

Lot Description: **W 1/2 OF LOTS 13 & 16 BLK 3 STRAUSS 2ND ADD TO WOLFF HGTS MBK 2 PG 53 DESC AS FOLLS- BEG AT THE SE COR OF CHINQUEPIN & OWEN STS & RUN THEN SLY ALG E/S OF OWEN ST 84.28 FT TO SW COR OF SD LOT 13 THEN RUN ELY ALG S/L OF SD LOT 13 A DIS OF 46 FT M/L TO PT WHICH IS MIDWAY BET E & W/L OF LOT 13 THEN RUN NLY 84.28 FT M/L TO S/L OF CHINQUEPIN ST WHICH PT IS 46 FT FROM PT OF BEG & THEN RUN WLY ALG S/L OF CHINQUEPIN ST 46 FT TO PT OF BEG #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 106.XXX) 1455 CHIQUEPIN ST**

Nuisance Date: **4/9/2024**

Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,662	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ 6.00
Per Spare Tire		2	\$ 7.00	\$ 140.00
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 421.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **JOHNSON EDISON M & ROSA M**
C/O ROSAMARIE D JOHNSON

Address: **599 COUNTRY RIDGE RD**

City, State, Zip: **OPELOUSAS, LA 70570**

Repeat Group Number: **72** Item # **3**

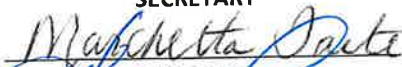
Lot Description: **LOTS 38 & 39 BLK 5 HARTWELL PL MBK 3 P 315 #SEC 44 T4S R1W #MP29 02 44 0 030**
(29 02 44 0 030 295.XXX) 281 CEDAR DR

Nuisance Date: **4/9/2024**

Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,594	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


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

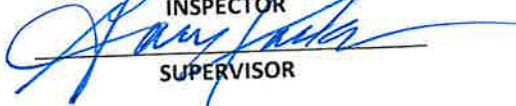
Lot Owner: **GUNTER JIMMIE F SR**
Address: **2763 GONZALES RD**
City, State, Zip: **MOBILE, AL 36605-4349**
Repeat Group Number: **72** Item # **4**

Lot Description: **FROM NE INT OF FAIRFIELD RD & CLUB HOUSE RD RUN N 00 DEG 13 MIN 30 SEC E ALG E/L OF FAIRFIELD RD 300 FT TO A PT TH S 89 DEG 45 MIN E & PAR TO CLUB HOUSE RD 285 FT TO POB OF PPTY HEREIN DESC TH N 00 DEG 13 MIN 30 SEC E & PAR TO FAIRFIELD RD 150 FT TO A PT TH S 89 DEG 45 MIN E & PAR TO CLUB HOUSE RD 180 FT TO A PT ON E/L OF BLK 1 OF FAIRFIELDS MBK 4 P 212 TH S 00 DEG 13 MIN 30 SEC W ALG E/L OF SD BLK 1 DIS 150 FT TO SE COR OF LOT 6 BLK 1 OF SD FAIRFIELD SUBDIV TH WLY ALG S/L OF SD LOT 6 BLK 1 OF FAIRFIELD 180 FT TO A PT #SEC 40 T5S R1W #MP32 08 40 0 004 (32 08 40 0 004 076.XXX) 2763 GONZALES RD**

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		26,140	\$ 0.0125	\$ 326.75
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:				\$ 576.75


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **WASHINGTON JAMES M**
C/O MARY WASHINGTON
Address: **405 S SAGE AVE**
City, State, Zip: **MOBILE, AL 36606-2904**
Repeat Group Number: **72** Item # **5**

Lot Description: **LOT 18 BLK 5 VICTORY PLACE MBK 3 P 659 #SEC 32 T4S R1W #MP29 11 32 1 000**
(29 11 32 1 000 030.XXX) 2055 E VICTORY DR

Nuisance Date: **4/9/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,138	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

CLERK

Mafchella Inate

INSPECTOR

Ray

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Repeat Lot Cleaning Invoice

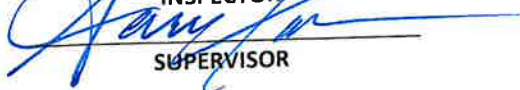
Lot Owner: **PACKER STROTHER LOUIS III & CLAUDIA M**
C/O AVERY ROBINSON
Address: **1562 WEST AVE**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **72** Item # **6**

Lot Description: **LOT 8 BLK 2 URQUHART TRT DB K 103 N S P 492 #SEC 28 T4S R1W #MP29 10 28 1 001**
(29 10 28 1 001 095.XXX) 358 GORDON ST

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,250	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		2	\$ 100.00	\$ 200.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0		
Total Project Cost:				\$ 375.00


CLERK

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: BLUNT DAVID L
Address: 2718 WEST NOTTINGHAM DR
City, State, Zip: MOBILE, AL 36604
Repeat Group Number: 72 Item # 7

Lot Description: THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL COMG AT N/S OF CONGRESS ST AT SW COR OF LOT 17 BLK 29 CAMPGROUND TRT DBK 85 P 47 TH NLY ALG W/L OF SAID LOT 17 DIS OF 100 FT TO NW COR OF SAID LOT TH ELY ALG N/L OF SAID LOT A DIS OF 44 FT TO PT TH SLY IN STGT LINE TO N/L OF CONGRESS ST AT PT DIS OF 28 FT E OF POB TH WLY ALG N/L OF CONGRESS ST DIS OF 28 FT TO POB BEING PT LOT 17 BLK 29 CAMPGROUND TRT DBK 85 P 47 #SEC 40 T4S R1W #MP29 06 40 0 007(29 06 40 0 007 129.XXX) 1324 CONGRESS ST

Nuisance Date: 4/9/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,216	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Maxchelle J. Tate
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **FRAZIER VINCENT JOSEPH &**

WINNIE FRAZIER

Address: **1573 VAN DORN ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **72** Item # **8**

Lot Description: **THAT PARCEL OF LAND BEG 110 FT E OF THE NE COR OF HOUSTON & DUBLIN ST ON THE N/L OF DUBLIN ST IN SEC 28 T4S R1W TH RUN NWLY & PAR WITH HOUSTON ST 50 FT TO A PT TH ELY & PAR WITH DUBLIN ST 44 FT M/L TO A PT ON THE PROLONGATION OF THE E/L OF LOT 33 ACC TO A MAP MADE BY D N N ROSS DBK 67 N S PG 160 TH SWLY ALG THE E/L OF SD LOT 33 & ITS PROLONGATION 50 FT TO A PT ON THE N/L OF DUBLIN ST TH 44 FT WLY TO THE POB #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 082.XXX) 1766 DUBLIN ST**

Nuisance Date: **4/9/2024**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,862	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


CLERK

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **WASHINGTON JAMES M**
C/O MARY B WASHINGTON
Address: **405 S SAGE AVE**
City, State, Zip: **MOBILE, AL 36606-2904**
Repeat Group Number: **72** Item # **10**

Lot Description: **LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44**
T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 092.XXX) 616 PETIT AVE

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,374	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY

Marichetta Daulton
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: P. O. BOX 327210
City, State, Zip: MONTGOMERY, AL 36132-7210
Repeat Group Number: 72 Item # 11

Lot Description: **LOT 39 KNIPPERS FIRST ADD TO MOBILE DBK 132 P 338 (29 02 44 0 014 348.XXX) 558**
REYNOLDS AVE

Nuisance Date: 4/9/2024
Date lot was cut: 6/28/2024 Contractor: Tamar Bonner

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,194	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 282.00

Shelia D. Bon

SECRETARY

Margaretta J. Smith

INSPECTOR

Tamar Bonner

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

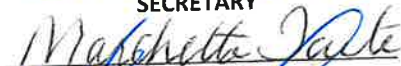
Lot Owner: TOWER DBW REO LLC
Address: 100 CAMPUS DR STE 100
City, State, Zip: FLORHAM PARK, NJ 07932
Repeat Group Number: 72 Item # 12

Lot Description: LOT 2 MOATES PLACE MBK 21 PG 96 #SEC 3 T4S R2W #MP28 02 03 3 001 (28 02 03 3 001 056.XXX) 5602 CENTRAL BLVD

Nuisance Date: 4/9/2024
Date lot was cut: 6/28/2024 Contractor: Tamar Bonner

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,191	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


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **72** Item # **13**

Lot Description: **LOT 42 KNIPPERS 1ST ADD TO PRICHARD DBK 132 PG 338 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 350.XXX) 564 REYNOLDS AVE**

Nuisance Date: **4/9/2024**

Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,129	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	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 585.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

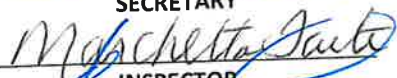
Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **72** Item # **14**

Lot Description: **LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 451.XXX) 1709 GRIFFIN ST**

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,282	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


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

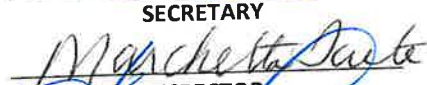
July 8, 2024

Lot Owner: **DEES ROBERT E**
Address: **512 OAK DR**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **72** Item # **15**

Lot Description: **LOT 11 BLK 2 OAK DR CT MBK 4/484 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 013.XXX) 512 OAK DR**

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,350	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


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Repeat Lot Cleaning Invoice

Lot Owner: **DCR INVESTMENTS INC**
Address: **12626 HILLARD JENKINS RD**
City, State, Zip: **LOXLEY, AL 36551**
Repeat Group Number: **72** Item # **16**

Lot Description: **LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 065.XXX) 704 SOUTH CAROLINA ST**

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

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		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY

Marichetta J. Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **UGLUM CARLA**
C/O REED ANTHONY CARLTON
Address: **6208 LAMPWOOD CT**
City, State, Zip: **MOBILE, AL 36693-3404**
Repeat Group Number: **72** Item # **17**

Lot Description: **LOT 5 LAMPWOOD ESTATES MBK 29 PAGE 20 (33 02 09 2 000 097.003) 6208**
LAMPWOOD CT

Nuisance Date: **4/9/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft 10,588		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

M. G. Chetler

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

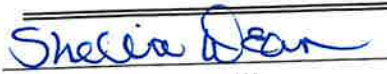
Repeat Lot Cleaning Invoice
July 8, 2024

Lot Owner: **TRUMAN JOSHUA**
Address: **1355 SIR FRANCIS DRAKE BLVD APT 17**
City, State, Zip: **SAN ANSELMO, CA 94960**
Repeat Group Number: **72** Item # **18**

Lot Description: **LOT 4 BLK 5 LINCOLN PLACE # 1 DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019
(22 08 44 0 019 050.XXX) 913 JAKES LN**

Nuisance Date: **4/9/2024**
Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,448	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



SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 8, 2024

Lot Owner: **CREIGHTON WILLIE LEE &**

% YOW MARIO DION

Address: **1860 REDDY STREET**

City, State, Zip: **MOBILE, AL 36610**

Repeat Group Number: **72** Item # **19**

Lot Description: **LOT 5 BLK 5 LINCOLN PL #1 DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 049.XXX) 917 JAKES LN**

Nuisance Date: **4/9/2024**

Date lot was cut: **6/28/2024** Contractor: **Tamar Bonner**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,400	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 D. Carr
SECRETARY

Marcelle H. Tate
INSPECTOR

James H. Tate
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 72** 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

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **July 2024 – Jacob Laurence (Employee # 13400)**
Public Works (Real Estate Asset Management)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to Brave By Reflection Inc. from his discretionary funds; and*

WHEREAS, Brave By Reflection 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 Brave By Reflection Inc. *will be used to assist with the back-to-school event on July 27, 2024, at Figures Park*, which will serve a public purpose benefitting 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 \$1,000.00 to Brave By Reflection Inc., for the purposes described hereinabove* 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:

Councilmember Cory Penn
Councilmember William Carroll
Councilmember CJ Small
Councilmember Joel Dave
Councilmember Josh Woods

WHEREAS, *Councilmember Penn wishes to appropriate \$500.00, Councilmember Carroll wishes to appropriate \$500.00, Councilmember Small wishes to appropriate \$500.00, Councilmember Daves wishes to appropriate \$500.00, Councilmember Woods wishes to appropriate \$500.00, Total \$2,500.00*), to Christ United Church from his discretionary funds; and

WHEREAS, Christ United Church 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 Christ United Church *will be used to assist with the Boys Scouts of America, Troop 2 Eagle Scout service project, the Butterfly Garden in the Plateau Community in Africatown*, which will serve a public purpose benefitting 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 \$2,500.00 to Christ United Church, for the purposes described hereinabove* 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: *Councilmember William Carroll*
Councilmember CJ Small

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00 and Councilmember Small wishes to appropriate \$500.00 (Total: \$1,500.00) to Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc. from his discretionary funds; and*

WHEREAS, Gulf Coast Ethnic and Heritage Jazz Festival Productions, 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 Coast Ethnic and Heritage Jazz Festival Productions, Inc. *will be used to assist with the 26th Years of Jazz on July 15-26, 2024, in Downtown Mobile, AL*, which will serve a public purpose benefitting 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 \$1,500.00 to Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc., for the purposes described hereinabove* 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: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$375.00 to Stewart Memorial Christian Methodist Episcopal Church from his discretionary funds; and*

WHEREAS, Stewart Memorial Christian Methodist *Episcopal* Church 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 Stewart Memorial Christian Methodist *Episcopal* Church will *be used to assist with a youth forum for Mobile County Public School Juniors and Seniors on September 28, 2024*, which will serve a public purpose benefitting 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 \$375.00 to Stewart Memorial Christian Methodist Episcopal Church, for the purposes described hereinabove* 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: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate \$500.00, to Christ United Church from his discretionary funds; and*

WHEREAS, Christ United Church 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 Christ United Church *will be used to assist with the Boys Scouts of America, Troop 2 Eagle Scout service project, the Butterfly Garden in the Plateau Community in Africatown*, which will serve a public purpose benefitting 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 \$500.00 to Christ United Church, for the purposes described hereinabove* 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: July 23, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Ricardo Woods

Sponsored by:

William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:

Approve the remaining design work, in accord with the contract and amendments, with GMC the Mobile Civic Center (submitted by Ricardo Woods, Legal, and Carleen Stout-Clark, Dep. Director, REAM).

Amount of Contract:

N/A

Funding Source

ATTACHMENTS:

1. 71824R~1
2. GMC Orig Contract & Resol
3. GMC Amend-2 Contract 4469 signed

REVIEWERS:

Rhonda Lewis
Carleen Stout
Chris Kern
James Barber

RESOLUTION

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

WHEREAS, the City engaged Goodwyn, Mills and Caywood, LLC (GMC) to perform design services as provided in a standard AIA form contract for *Mobile Civic Center - Master Plan Improvements* dated June 6, 2023; and

WHEREAS by *Amendment to Professional Services Agreement for Mobile Civic Center – Improvements Master Plan* dated March 28, 2024, the City restricted the scope, cost and extent of design services as defined in the initial contract to sixty percent of design deliverables pending further authorization from the City; 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 to direct GMC to carry out, for and on behalf of the City of Mobile, the remaining design work in accord with the contract and amendments referenced above for the Mobile Civic Center.

Adopted:

City Clerk

21-637

2023

RESOLUTION

2023

CO690
C# 4469
Scanned
+
posted
6/16/23
PR

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

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

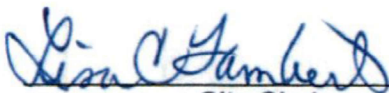
Name of Company: GOODWYN MILLS CAWOOD, LLC

Project Name: MOBILE CIVIC CENTER –
IMPROVEMENTS MASTER PLAN

Project Number: CC-034D-22

Amount: \$2,928,667.00

Adopted: JUN 06 2023



City Clerk

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6 day of June in the year 2023
(In words, indicate day, month and year.)

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

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

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

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

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

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

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

CC-034D-22

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

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

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.1 Design phase milestone dates, if any:

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

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

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

.1 Geotechnical Engineer:

Init.

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(Paragraphs deleted)

Other, if any:

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

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

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Design Architect:

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

.2 Mechanical, Electrical, and Plumbing Engineer :

Henderson Engineers, Inc.

.3 Structural Engineering:

Walter P Moore

.4 Associate Architect:

Gant Group & Associates

.5 Code and Life Safety:

Howe Engineers

.6 Envelope:

Williamson

.7 Site Civil:

TBD

(Paragraphs deleted)

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

- .1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
- .2 Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

Init.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

- .1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

- .1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- .2 Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, of the City of Mobile Insurance Requirements attached hereto as Exhibit 1, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- .4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- .5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

Init.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

Init.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare **Fifty Percent (50%)** Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

Init.

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

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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

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

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Init.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- 5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

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

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

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

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

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:

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In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

N/A

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

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

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

1. Survey
2. Geotech/Special Inspections
3. Theater Consultant
4. Cost Estimation
5. Vertical Circulation
6. Acoustics, AV, Telecom/Data, Security, Site Lighting
7. Kitchen
8. Building Scanning/As-Builds
9. Additional 3D Computer generated color renderings

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixty	Percent (60%)
Design Development Phase	Forty	Percent (40%)
(Rows deleted)		

Total Basic Compensation	One Hundred	Percent (100%)
--------------------------	-------------	-----------------

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit A

Employee or Category	Rate (\$0.00)
Principal	\$450.00
Executive VP / Senior VP	\$325.00
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	\$300.00
Professional II [Architect, Engineer, Interior Designer, Scientist]:	\$225.00
Professional I [Architect, Engineer, Interior Designer, Scientist]:	\$200.00
Intern II [Architect, Engineer, Interior Designer, Scientist]:	\$130.00
Intern I [Architect, Engineer, Interior Designer, Scientist]:	\$110.00
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	\$140.00
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	\$115.00
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	\$ 95.00
Executive Administrative Assistant	\$115.00
Administrative Assistant II:	\$ 95.00
Administrative Assistant I:	\$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Printing, mounting, shipping and materials costs
- .2 Out of town travel expenses, lodging and meals directly associated with project.
- .3

(Paragraphs deleted)

Professional rendering or models requested by Owner outside of those included in the Scope of Work

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCAD version 2020 or later or REVIT. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.
- .5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
 - a. Proposal for Architectural Services, Exhibit A
 - b. Insurance Requirements, Exhibit I
 - c. Architect's Certificate of Insurance with Endorsements
 - d. Architect's E-Verify Documentation
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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- [] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

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

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

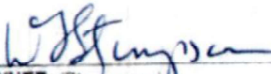
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Init.

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

City of Mobile

Architect: Goodwyn Mills Cawood, LLC


OWNER (Signature)


ARCHITECT (Signature)

William S. Stimpson, Mayor
(Printed name and title)

Yann D. Cowart, Vice President, Sports Architecture
(Printed name, title, and license number, if required)

ATTEST:


City Clerk

STATE OF Alabama
COUNTY OF Lec

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Yann D. Cowart as Vice President of Goodwyn Mills & Cawood, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Authorized Employee.
Sworn to and subscribed for me this 24 day of May, 20 23.


NOTARY PUBLIC
My Commission Expires: 7/6/26

init.



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

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

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

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

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

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

Article 1, Paragraph 1.2 of the Agreement states that “The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.”

Article 3 (Scope of Architect’s Basic Services), Paragraph 3.2.3 of the Agreement states that “The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner

alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.”

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

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

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

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

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

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

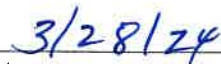
GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

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

City of Mobile:


Signature

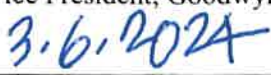
William S. Stimpson
Mayor, City of Mobile


Date

Consultant:


Signature

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


Date

Attest:


City Clerk



November 27, 2023

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



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

Article 1, Paragraph 1.2 of the Contract states that “The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.”

Article 3 (Scope of Architect’s Basic Services), Paragraph 3.2.3 of the Contract states that “The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.”

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'J. DeLapp', with a stylized flourish at the end.

James A. DeLapp
Executive Director
Public Works

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

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Memorandum of Agreement with the Alabama Law Enforcement Agency (ALEA) and the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) in the amount of \$29,107 for FY 24 HIDTA Program, 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

MEMORANDUM OF AGREEMENT
BETWEEN THE
ALABAMA LAW ENFORCEMENT AGENCY
AND THE
GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
THE CITY OF MOBILE

This Agreement between the Alabama Law Enforcement Agency (ALEA), Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and **THE CITY OF MOBILE** shall begin on 04/29/2024 and shall not extend beyond 12/31/25 unless the period is extended by written modification to this Agreement.

WHEREAS, ALEA has been designated as the fiscal agent for the State of Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through ALEA.

NOW THEREFORE, ALEA, HIDTA and CITY OF MOBILE hereby agree to the disbursement of HIDTA funds (see Appendix A) to the resource recipient, The City of Mobile, under the following terms and conditions:

1. The CITY OF MOBILE agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).
2. The CITY OF MOBILE agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by ALEA

and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Alabama Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the ALEA financial office through the HIDTA Alabama State Director of Operations at the following email address by the 10th of the following month:

Don DeSalvo (Desalvod@GCHIDTA.ORG)
Alabama HIDTA Operations Center
1100 Fairhope Avenue, Second Floor
Fairhope, Alabama 36532

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient City of Mobile shall be received by the Gulf Coast HIDTA Alabama State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (City of Mobile) agrees to complete all applicable items (Acceptance of Audit Requirements and Certification Regarding Lobbying) and return to ALEA/GULF COAST HIDTA along with the signed agreement.

5. The parties agree and understand that ALEA is not responsible for any purchases or actions of CITY OF MOBILE in violation of the grant agreement or budget.

6. ALEA agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into ALEA special revenue funds.

7. CITY OF MOBILE agrees to reimburse ALEA for any purchase paid by ALEA which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when

considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

9. Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource recipient further acknowledges that they have an affirmative duty to notify ALEA of being suspended or debarred from receiving federal grant money. See 2 CFR 180.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

William S. Stimpson, Mayor (City of Mobile)

City Clerk, City of Mobile

Don DeSalvo
Alabama Director of Operations
Gulf Coast HIDTA

Legal Counsel
Alabama Law Enforcement Agency

Hal Taylor
Secretary
Alabama Law Enforcement Agency

Appendix A of MOA

2024 Mobile Police Department Expenditure Plan*

Mobile Baldwin Major Investigations Team

\$20,707 (overtime)

\$8,400 (services)

\$29,107 (total)

*Expenditure Plan is for calendar year 2024 and may be comprised of unexpended balances from previous years Awards

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 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 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.

(2) 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, United States Code. 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.

Organization: City of Mobile

Street address: 205 Government Street

City, State, Zip: Mobile, AL 36633

William S. Stimpson
CERTIFIED BY: (type or print)

Mayor
TITLE:

(signature)

(date)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Coastal Alabama Community College for 2024 Spring Semester EMT Basic courses for 18 firefighters and Advance EMT Courses for 5 firefighters as per MFRD Paramedic Educational Assistance Policy.

Amount of Contract:

\$44,610.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240712 Coastal Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
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 Coastal Alabama Community College

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Coastal Alabama Community College for 2024 Spring Semester EMT Basic courses for 18 firefighters and Advance EMT Courses for 5 firefighters as per MFRD Paramedic Educational Assistance Policy. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,610.00

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; Bid exempt as contract w/other Govt agency AGO 2008-093.

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>10313</u>	2024	(1510) FIRE ADMINISTRATION	2024 SPRING SEMESTER EMT BASIC COURSES FOR 18 FIREFIGHTERS AND ADVANCE EMT COURSES FOR 5 FIREFIGHTERS AS PER MFRD PARAMEDIC EDUCATIONAL ASSISTANCE POLICY (PROFESSIONAL SERVICE)	\$44,610.00	(299096) <u>COASTAL ALABAMA COMMUNITY COLLEGE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MFRD TRAINING POLICY AND YOUR QUOTE S0164985 TRAINING PROGRAM	1.00 EACH	1143.00000	1143.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION JACOB HAMBY PER INV S0164985
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			1143.00
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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	TRAINING PROGRAM	1.00	481.00000	481.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty EACH	Unit Price	Net Price
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION FEE JACOB HAMBY PER INV S0164985

Vendor Item

Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	481.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 TRAINING PROGRAM	1.00 EACH	429.00000	429.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION FEES TIMOTHY HOLLOWAY PER INV S0164985

Vendor Item

Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	429.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	TRAINING PROGRAM	1.00 EACH	1397.00000	1397.00
	Additional Description Notes			
	TRAINING: STUDENT FEES, REGISTRATION TIMOTHY HOLLOWAY PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1397.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

005	TRAINING PROGRAM	1.00 EACH	1905.00000	1905.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION CHRISTOPHER PEACOCK PER INV S0164985
 Vendor Item
 Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			1905.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

006	TRAINING PROGRAM	1.00 EACH	585.00000	585.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes TRAINING: STUDENT FEES, REGISTRATION FEE CHRISTOPHER PEACOCK PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			585.00
	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			
007	TRAINING PROGRAM	1.00	481.00000	481.00
	Additional Description Notes TRAINING: STUDENT FEES, REGISTRATION FEE STEVEN PLEDGER PER INV S0164985 Vendor Item Inventory Item/Loc 10646	EACH		
1	1000.30.15.1510.1522.1510.0000.0000.45060.			481.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	TRAINING PROGRAM	1.00 EACH	1143.00000	1143.00
	Additional Description Notes ----- TRAINING: STUDENT FEES, REGISTRATION STEVEN PLEDGER PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1143.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

009 TRAINING PROGRAM	1.00 EACH	1397.00000	1397.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION JAMES REEVES PER INV S0164985
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1397.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

010 TRAINING PROGRAM	1.00 EACH	429.00000	429.00
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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

TRAINING: STUDENT FEES, REGISTRATION FEE JAMES REEVES PER INV S0164985
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			429.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

011	TRAINING PROGRAM	1.00	3015.00000	3015.00
		EACH		

Additional Description Notes

TRAINING AND REGISTRATION FEES
BRANDON BECKER
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1518.1510.0000.0000.45060.			3015.00
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				
012	TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE TYLER BRUNEAU INVOICE S0168901 Vendor Item Inventory Item/Loc 10646				
1	1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes			
TRAINING AND REGISTRATION FEE AUSTIN CHAPMAN INVOICE S016890 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014 TRAINING PROGRAM	1.00 EACH	3015.00000	3015.00
Additional Description Notes			
TRAINING AND REGISTRATION FEE ANTHONY CINCO INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			3015.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 12
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

015 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
JAVON CONNOR
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE DIEGO GOMEZ INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE DAVID HALL INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
018 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE SENG LIM INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE COLIN MCNAY INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 17
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
020 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE CLARENCE MILNE INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 18
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

021 TRAINING PROGRAM	1.00	1745.00000	1745.00
	EACH		

Additional Description Notes

TRAINING AND REGISTRATION FEE
DEREK OUTHAYTHIP
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 19
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
022 TRAINING PROGRAM	1.00 EACH	3015.00000	3015.00
Additional Description Notes			

TRAINING AND REGISTRATION FEE			
KEAGAN PACE			
INVOICE S0168901			
Vendor Item			
Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			3015.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 20
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
023 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes			
TRAINING AND REGISTRATION FEE SAMUEL PETTWAY INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 21
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
024 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE WILLIAM RAYNER INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 22
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
025 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE CHAD ROBBINS INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 23
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

026 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
JASON SIMS
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
--	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 24

Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
027 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE CARLOS SOTO ACOSTA INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

=====	=====
Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 25
=====	=====

Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/09/24	299096				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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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

028 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
ALEX SYSOURATH
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 26

Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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 44610.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.45060.	35220.00	1722636.84
FIRE TRAINING DIV EXP TRAINING		
1000.30.15.1510.1522.1510.0000.0000.45060.	9390.00	1722636.84
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Rejected	06/12/24	SANDRA LEWIS	to merege
Rejected	06/13/24	SANDRA LEWIS	these must go concur
Rejected	06/18/24	SANDRA LEWIS	CONTRACT DOCUMENTS NOT ATTACHE
Rejected	07/01/24	SANDRA LEWIS	EACH STUDENT TO HAVE FEES ATTA

Requisition 2024 10313
Coastal Community College- EMT Curriculum

	A	B	C	D	E	F	G	H
1	Type	Line	Dated	By User	Description	Extended Price	Semester Winter/Spring/Summer/Fall	Advanced EMT 1st/2nd/3rd
2	General	0	06/11/2024	910513119	AS PER MFRD TRAINING POLICY AND YOUR QU			
3	Description	1	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION JACOB HAMBY	1,143.00	Spring Semester	Advance EMT
4	Description	2	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE JACOB HAMBY	481.00	Spring Semester	Advance EMT
5	Description	3	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEES TIMOTHY HOLLOWAY	429.00	Spring Semester	Advance EMT
6	Description	4	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION TIMOTHY HOLLOWAY	1,397.00	Spring Semester	Advance EMT
7	Description	5	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION CHRISTOPHER PEACOCK	1,905.00	Spring Semester	Advance EMT
8	Description	6	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE CHRISTOPHER PEACOCK	585.00	Spring Semester	Advance EMT
9	Description	7	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE STEVEN PLEDGER	481.00	Spring Semester	Advance EMT
10	Description	8	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION STEVEN PLEDGER	1,143.00	Spring Semester	Advance EMT
11	Description	9	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION JAMES REEVES	1,397.00	Spring Semester	Advance EMT
12	Description	10	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE JAMES REEVES	429.00	Spring Semester	Advance EMT
13	Description	11	06/12/2024	910513119	TRAINING AND REGISTRATION FEES BRANDON BECKER	3,015.00	Spring Semester / Out of State Rate	Basic EMT Class Recruit Class 24-02
14	Description	12	06/12/2024	910513119	TRAINING AND REGISTRATION FEE TYLER BRUNEAU	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
15	Description	13	06/12/2024	910513119	TRAINING AND REGISTRATION FEE AUSTIN CHAPMAN	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
16	Description	14	06/12/2024	910513119	TRAINING AND REGISTRATION FEE ANTHONY CINCO	3,015.00	Spring Semester / Out of State Rate	Basic EMT Class Recruit Class 24-02
17	Description	15	06/12/2024	910513119	TRAINING AND REGISTRATION FEEJAVON CONNOR	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
18	Description	16	06/12/2024	910513119	TRAINING AND REGISTRATION FEEDIEGO GOMEZ	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
19	Description	17	06/12/2024	910513119	TRAINING AND REGISTRATION FEE DAVID HALL	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
20	Description	18	06/12/2024	910513119	TRAINING AND REGISTRATION FEESENG LIM	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
21	Description	19	06/12/2024	910513119	TRAINING AND REGISTRATION FEECOLIN MCNAY	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
22	Description	20	06/12/2024	910513119	TRAINING AND REGISTRATION FEE CLARENCE MILNE	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
23	Description	21	06/12/2024	910513119	TRAINING AND REGISTRATION FEE DEREK OUTHAYTHIP	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
24	Description	22	06/12/2024	910513119	TRAINING AND REGISTRATION FEEKEAGAN PACE	3,015.00	Spring Semester / Out of State Rate	Basic EMT Class Recruit Class 24-02
25	Description	23	06/12/2024	910513119	TRAINING AND REGISTRATION FEE SAMUEL PETTWAY	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
26	Description	24	06/12/2024	910513119	TRAINING AND REGISTRATION FEE WILLIAM RAYNER	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
27	Description	25	06/12/2024	910513119	TRAINING AND REGISTRATION FEE CHAD ROBBINS	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
28	Description	26	06/12/2024	910513119	TRAINING AND REGISTRATION FEE JASON SIMS	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
29	Description	27	06/12/2024	910513119	TRAINING AND REGISTRATION FEE CARLOS SOTO	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
30	Description	28	06/12/2024	910513119	TRAINING AND REGISTRATION FEE ALEX SYSOURATH	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for West Mobile Public Safety Complex Vertiv Liebert UPS units for MIT.

Amount of Contract:

\$16,992.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240718 Vertiv Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
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 Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for West
Mobile Public Safety Complex Vertiv Liebert UPS units for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,992.00

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, professional service, sole source..

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>11268</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL MAINTENANCE PLANS FOR WEST MOBILE PUBLIC SAFETY COMPLEX VERTIV LIEBERT UPS UNITS FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	\$16,992.00	<u>(295869) VERTIV CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011268-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved
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Page 1

Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #CPQ-705463-1.

001 PREVENTATIVE MAINTENANCE TAG# 1609231 DS AIR VS028DSA0EI570A 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	6115.76000	6115.76
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1 1000.10.23.5000.5000.5000.0000.0000.42150.	6115.76
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002 TAG# 1554889 NX 20-30 INTBAT 38SB020C0CHX 2 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	6533.03000	6533.03
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1 1000.10.23.5000.5000.5000.0000.0000.42150.	6533.03
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011268-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG# 1608751 DELUXE CW CW038UCSA39568A 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	4343.21000	4343.21
1	1000.10.23.5000.5000.5000.0000.0000.42150.			4343.21
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Page 734 of 970



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TLG Peterbilt-Springfield for one 2024 Peterbilt 548 tandem axle class B water truck for motor pool.

Amount of Contract:

\$235,000.00

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240718 TLG Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
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 TLG Peterbilt-Springfield

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TLG Peterbilt-Springfield for one 2024 Peterbilt 548
tandem axle class B water truck for motor pool.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$235,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract...

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

How many bidders submitted bids (if applicable): na

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

Competitively quoted with cooperative purchasing agreements and GSA contracts.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>8757</u>	2024	(F7000) MOTOR POOL	2024 PETERBILT 548 TANDEM AXLE CLASS B WATER TRUCK FOR MOTOR POOL (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$235,000.00	<u>(299226) TLG PETERBILT-SPRINGFIELD</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008757-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 TLG PETERBILT-SPRINGFIELD
 3026 N Mulroy Rd

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

Strafford, MO 65757

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#4178655355

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	299226				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TANDEM CLASS 8 WATER TRUCK AS FOLLOWS: TO BE 2024 PETERBILT 548WITH CUMMINS ENGINE AND PREMIER WATER TANK G5000 5000 GALLON TANK AND ACCESSORIES. AS PER TLG PETERBILT OF SPRINGHILL QUOTE DE-09499DATED 7-12-2024 AND PREMIER TANK QUOTE 2390 DATED 6-19-2024 AS PER SOURCEWELL CONTRACT 060920	1.00 EACH	235000.00000	235000.00

Additional Description Notes

TANDEM CLASS 8 WATER TRUCK AS FOLLOWS: CLASS 8 CAB AND CHASSIS;
 TRUCK/TRAILER CONFIGURATION; EXPECTED FRONT AXLE LOAD 20,000 LBS; EEXPECTED
 REAR DRIVE AXLE LOAD 46,000 LBS; EXPECTED GROSS VEHICLE WEIGHT CAPACITY:
 64,000 LBS; EXPECTED GROSS COMBINATION WEIGHT 80,000 LBS; LH PRIMARY
 STEERING LOCATION; ENGINE-500 HP@1625RPM, 1900GOV RPM, 1850 LB/FT @975 RPM
 OR EQUIVALENT. JACOBS COMPRESSION BRAKE OR EQUIVALENT;160 AMP ALTERNATOR; 12
 VOLT STARTER W/THERMAL PROTECTION OR EQUIVALENT; THREE (3) 12 VOLT
 MAINTENANCE PROTECTION FREE BATTERIES W/3375 CCA MINIMUM; 19CFFM AIR
 COMPRESSOR; FRONT PTO PROVISION ON FRONT OF ENGINE W/1350 ADAPTER FLANGE
 GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT; CONSTANT TENSION DESIGN
 CLAMPS FOR COOLANT HOSES AND AIR INTAKE SYSTEM; 1500 WATT ENGINE BLOCK
 HEATER; EXTENDED LIFE ANTIFREEZE (-34 DEGREES FARENHEIT)

AS REQUESTED BY 2086-PSM

1 7000.40.20.0000.0000.2070.0000.0000.47120.	
E MP02070 .VEHICLEEXP.	235000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008757-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor TLG PETERBILT-SPRINGFIELD 3026 N Mulroy Rd Strafford, MO 65757 Tel#4178655355	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	299226				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 235000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	235000.00	740822.84

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	235000.00	9064333.97
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/07/24	CHARLES SUMRALL	
Approved	07/09/24	CHARLES SUMRALL	Approve Spec
Approved	05/10/24	SHONNDA SMITH	Auto approved by: 910518787

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008757-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor TLG PETERBILT-SPRINGFIELD 3026 N Mulroy Rd Strafford, MO 65757 Tel#4178655355	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	299226				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/10/24 CHERI BOUCHER	Approved		
Approved	07/18/24 SHONNDA SMITH			
Approved	07/18/24 CHERI BOUCHER			
Rejected	06/03/24 JOHN PAINE			
Queued	07/18/24 DONALD ROSE			
Queued	07/18/24 SANDRA LEWIS			
Queued	07/18/24 STEVEN KRONINGER			
Queued	07/18/24 SAMANTHA COOLEY			
Queued	07/18/24 JOHN PAINE			
Queued	07/18/24 MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
 Signature

Peterbilt

Class 5-8 chassis with related equipment

#060920-PMC

Maturity Date: 8/1/2025

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 060920-PMC gives access to the following types of goods and services:

- Trucks & tractors
- Class 5, 6, 7, & 8 (26,000-80,000 lbs.+ GVW)
- Multitude of configurations
- Dump trucks
- Vacuum trucks
- Refuse trucks
- Hook lift trucks
- Roll-off trucks
- Flat-bed trucks
- Heavy-haul tractors
- Plow trucks

[Locate your local dealer or representative](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eZQC Contracts](#)

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



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**Dealer Guidelines:**

- Spec truck(s) to customer requirements using current Price Level
- Select Sourcewell code (9409843) in the Special Codes section of SmartSpec
- Sourcewell discount comes off Total LIST PRICE
- Customer & Dealer pricing matrix available on PACCAR.net
- Customer price includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit
- Price does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, local delivery, DEF fluid, etc.)
- Dealer invoice to customer must show final chassis price SEPARATE from any other costs noted above including body price & installation if applicable – use the quote/invoice template on PACCAR.net
- Bodies can be marked up 10% up to a maximum of \$7,000
- Pricing must not exceed matrix formula (less than or equal to X% off dealer list)
- Dealer must respond to PB.Loyalty@paccar.com email with customer information for the quarterly sales report

Other Requirements:

- Sourcewell Order will be submitted under the current Marketing Program
- For Tracking and to ensure correct pricing, include Option Code 9409843 PETERBILT SOURCEWELL PROGRAM on all Sourcewell orders
- Due to global supply chain cost increases, all trucks are subject to a commodity surcharge of up to 10% of truck (cab & chassis) price (List price less Sourcewell Discount)
- All orders must be submitted at current price level at the time of order
- Canadian Peterbilt Dealers have the option to order chassis in Canadian or US Dollars
- If ordered in US dollars, Canadian Peterbilt Dealers have the option to lock-in the exchange rate and have the truck invoiced in Canadian Dollars prior to build date. (Typically, 2 weeks before build date)
- Peterbilt/PACCAR-Canada provides Peterbilt Dealers the updated exchange-rate daily
- PACCAR Treasury uses a daily average along with 6-month futures
- This program may NOT be combined with other customer rebate or promotional programs
- Training is available on PACCAR.net, search Sourcewell

Contact your Regional Sales Office with any questions.

Jake Montero
Assistant General Manager – Sales & Marketing

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

September 1, 2023

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, 2024**. 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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) 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 materials or equipment. See Section 39-2-2(l)(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,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for Museum Drive Vertiv Liebert UPS units for MIT.

Amount of Contract:

\$17,678.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240717 Vertiv Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 23 July 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson 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 Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for
Museum Drive Vertiv Liebert UPS units for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$17,678.00

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, 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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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
<u>11266</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL MAINTENANCE PLANS FOR MUSEUM DRIVE VERTIV LIEBERT UPS UNITS FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	\$17,678.00	<u>(295869) VERTIV CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	PER YOUR QUOTE #CPQ-686794-1 TAG 1751241 APM 30 (N+1) WB NRB41CCSAHA0890 2 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	5773.63000	5773.63
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5773.63
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
002	TAG# 1796651 DS AIR DS042ADC1EI098S 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	5612.56000	5612.56
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5612.56

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG #1750884 DS AIR DS042ADC1EI235S 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	5612.56000	5612.56
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5612.56
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	TAG# 1751243 APM45-90PERIPH NRMB0C4C2RA0S54 2 ESSENTIAL () - (08/01/2024)	1.00 EACH	679.25000	679.25
1	1000.10.23.5000.5000.5000.0000.0000.42150.			679.25

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 17678.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	17678.00	383172.41
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 4

Vendor
 VERTIV CORPORATION
 1050 DEARBORN DR

 COLUMBUS, OH 43085

 Tel#251-432-1211
 Fax 850-969-0855

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/02/24 GREG HOLLIDAY		Auto approved by: 91057606	
Approved	07/02/24 SCOTT KEARNEY			
Approved	07/02/24 UDARA JAYASENA		Auto approved by: 91057606	
Approved	07/16/24 DONALD ROSE		Approved by: 9105fo1a	
Approved	07/16/24 SANDRA LEWIS		Auto approved by: 910516727	
Approved	07/16/24 STEVEN KRONINGER		Auto approved by: 910516727	
Approved	07/16/24 SAMANTHA COOLEY		Auto approved by: 910516727	
Approved	07/16/24 JOHN PAINE		Auto approved by: 910516727	
Approved	07/16/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

For additional funds needed for the purchase of the chiller at Mobile Museum of Art

Amount of Contract:

\$19,561.00

Funding Source

C0019 (20002000.47010)

ATTACHMENTS:

1. TRANSFER FROM CAPITAL TO GRANT
2. Doc1421

REVIEWERS:

Brenda Parker
Cassie Boatwright
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$19,561.00 be transferred from the Capital Fund, C0019 Public Facility Improvements (20002000.47010) to the Grant Fund Account G-MMOACHLL (50005000.93030) additional funds needed for the purchase of the chiller at Mobile Museum of Art.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 6/27/24

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item. 7

REQUEST: Please transfer \$19,561.00

FROM CAPITAL PROJECT#: C0019

CAPITAL PROJECT NAME: PUBLIC FACILITY IMPROVEMENTS

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT: G-MMOACHLI

PROJECT NAME: CLIMATE CONTROL MBILE MUSEUM OF ART

ACCT PROJECT STRING #: 50005000.93030

REASON FOR TRANSFER ADDITIONAL FUNDS NEEDED FOR THE PURCHASE OF THE
CHILLER AT MOBILE MUSEUM OF ART

BRENDA PARKER

Employee signature



Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Purpose is to transfer \$4,500,000 from Unassigned Fund Balance in the General Fund (1000) to Capital Project #C0976 Civic Center New Const & Demo in the Capital Improvement Fund (2000).

Amount of Contract:

Funding Source

Capital Improvement Fund

ATTACHMENTS:

1. RESOLUTION_-_From_General_Fund_Unassigned Fund Balance - Civic Center Demo (5)

REVIEWERS:

Relya Mallory

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$4,500,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Project #C0976 Civic Center New Const & Demo in the Capital Improvement Fund (Fund 2000).

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5012

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: MPD Mounted Unit Grand Bay Upgrades Horse Barn Concrete Installation

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$23,100.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Install concrete slab in horse barn's center aisles (not stalls) & outside between barn and quonset hut. Includes removal & grading of existing dirt, formwork, rebar, and concrete finishing.

VENDOR NAME: Taylor Roofing, Concrete & Construction, LLC

VENDOR NUMBER: 294665

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant

Date: 07/09/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Install concrete slab in horse barn's center aisles (not stalls) & outside between barn and quonset hut. Includes removal & grading of existing dirt, formwork, rebar, and concrete finishing.

Amount of Contract:

\$23,100.00

Funding Source

C0968 MPD MOUNTED UNIT GRAND BAY UPGRADES (20002000-48010)

ATTACHMENTS:

1. routing pack

REVIEWERS:

Emma Dean
Cassie Boatwright
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: Taylor Roofing, Concrete & Construction, LLC

Project Name: MPD Mounted Unit Grand Bay Upgrades
Horse Barn Concrete Installation

Project Number: PD-052-24

Amount: \$23,100.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD Mounted Unit Grand Bay Upgrades Horse Barn Concrete Installation

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$23,100.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Install concrete slab in horse barn's center aisles (not stalls) & outside between barn and quonset hut. Includes removal & grading of existing dirt, formwork, rebar, and concrete finishing.

VENDOR NAME: Taylor Roofing, Concrete & Construction, LLC

VENDOR NUMBER: 294665

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/09/2024

CITY OF MOBILE
**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this_____.

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

And the **Contractor:** Taylor Roofing, Concrete & Construction, LLC
43995 A Wheeler Road
Bay Minette, Alabama 36507

City Business License No.: 89032
Secretary of State Registration No.: 000-486-979

For the following **Project:** MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN CONCRETE INSTALLATION
6160 Gaston Loop Road W
Grand Bay, Alabama 36541

Project Number: PD-052-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement as though fully set out herein. The total contract amount is **Twenty-Three Thousand One Hundred and 00/100 Dollars (\$23,100.00)** which includes a Contingency Allowance of **Two Thousand and 00/100 (\$2,000.00)**.

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within **Ten (10)** calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6 INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, **which such insurance shall be endorsed to name the City of Mobile as an additional insured**, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

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

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. **Comprehensive General Liability Insurance**

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

C. **Automobile Liability Insurance**

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. **Excess/Umbrella Liability Insurance**

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. **Builder's Risk Coverage (Property Insurance)**

The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.
4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss. There shall be no limits on the number of occurrences.

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

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

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

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

Certificates of Insurance – General – Within Ten (10) calendar days from date of issuance of Contract forms for execution, 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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an 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.

3.8 **INDEMNIFICATION**

The 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 the 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. **Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.**

- 3.9 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.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 **BEST MANAGEMENT PRACTICES (BMPs)**
The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 **METHOD of PAYMENT**
Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 **TERMINATION OF CONTRACT**
The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Taylor Roofing, Concrete & Construction, LLC
43995 A Wheeler Road
Bay Minette, Alabama 36507

3.17 **RETAINAGE**

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.18 **PROOF OF ADVERTISEMENT of COMPLETION**

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **Taylor Roofing, Concrete & Construction, LLC** has completed the contract for **PD-052-24, MPD Mounted Unit Grand Bay Upgrades – Horse Barn Concrete Installation, 6160 Gaston Loop Road W, Grand Bay, Alabama 36541**. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 **CONTRACTOR WARRANTY and CERTIFICATION**

A. Upon completion of the Contract, the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 **CONTRACT DOCUMENTS**

A. The contract documents consist of this Agreement, Exhibit "A" Scope of Work as accepted by the City, all other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are

fully a part of the Contract as if attached to this Agreement, or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Exhibit A – Scope of Work, dated May 30, 2024;
3. State of Alabama Business Entity Record;
4. E-Verify Documentation;
5. City of Mobile Subcontracting and Major Supplier Plan; and
6. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Taylor Roofing, Concrete & Construction, LLC

Signature

William S. Stimpson, Mayor
Printed Name and Title

Theresa Taylor
By Signature

Theresa Taylor, Managing Member
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

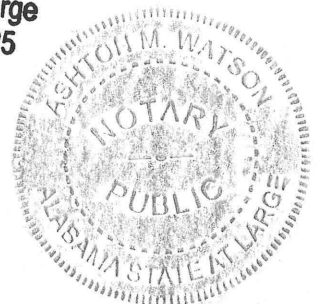
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Theresa Taylor as Managing Member of Mobile County and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Taylor Roofing, Concrete + Construction, LLC.
Sworn to and subscribed for me this 19 day of June, 2024.

Ashton M. Watson

NOTARY PUBLIC

My Commission Expires: 9-20-2025

Ashton M. Watson
Notary Public, Alabama State At Large
My Commission Expires 9-20-2025



**EXHIBIT A – SCOPE OF WORK
MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN CONCRETE INSTALLATION
PD-052-24**

May 30, 2024

Basic Services

General Requirements

Work to be performed by Contractor shall consist of furnishing all labor, materials, prep work, tools, supplies, equipment, cleanup work, and insurance necessary to properly install a large concrete slab in the interior center aisles (not stalls) of the pre-engineered metal building Horse Barn, sloped ramps through both large overhead coiling doors, and a smaller concrete slab on the exterior, between the Horse Barn and Quonset Hut.

Scope of Work

- Removal of approximately 4-inches of existing sand clay within the interior center aisles (not stalls) and out the two large overhead coiling doors of the Horse Barn to achieve a final interior concrete finish floor height that is below the existing horse stall sliding gates, and so final finish floor height at the end of the ramps match existing grade. Grade for concrete installation
- Removal of approximately 4-inches of existing soil between the Horse Barn and Quonset Hut. Grade for concrete installation
- Install proper formwork and standard 6x6 10/10 reinforcement wire for concrete slabs and ramps
- Pour 4-inch 3000 psi concrete with fiber at both locations & broom finish
- Tool or saw-cut control joints in both slabs once properly cured
- Cleanup jobsite when complete
- Final inspection of installation by Owner prior to Contractor's final departure from site

Additional Services

If, during the course of the work, any unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

Taylor Roofing Concrete & Construction

ESTIMATE

43995 A Wheeler Rd.
Bay Minette, AL. 36507
lewistaylorjr@yahoo.com
(251)-458-3376

Bill To

Estimate Date

05/30/2024

David M. Cordingly
City of Mobile
205 Government St.
Mobile, AL. 36602-0001
Telephone (251)208-7637
Cell (251)802-2436
david.cordingly@cityofmobile.org

DESCRIPTION	AMOUNT
1)Removal of approximately 4" of existing sand clay to get concrete below sliding horse gates. 2)Grade for concrete. 3)Removal of approximately 4" of existing soil between two buildings, grade for concrete. 4)Form slabs & ramps and install standard 6x6 10/10 wire mesh. 5)Pour 4" thick 3000 psi concrete with fiber & broom finish. 6)Tool or saw cut control joints.	0.00
Material	10,300.00
Labor	9,800.00
Line Pump	1,000.00
TOTAL	\$21,100.00

Terms & Conditions

Taylor Roofing Concrete & Construction will provide labor, supervision, material, & equipment for this referenced project.



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, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “DBEs”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “Good Faith” Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archinque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Jaylen Rotberg, Lynette's Construction, LLC.
Address	43995 4 th Street Road Bay Minnett, AL 36507
Telephone	251-214-4379
E-Mail	mrs.theresa.blea@yahoo.com

RFP/RFQ Solicitation Number	—
Project Description	Paving concrete at MPD Mounted Unit in Grandbay, AL.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☐ Vets ☐
Total # of Employees	4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: None

Signature: Theresa Blea Date: 6/20/24

Title: Managing Member

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: Theresa Blea Title: Managing Member

E-mail: mrs.theresa.blea@yahoo.com



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, 4th Floor

FORM 1: Background and Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFA/Bid # _____ Your Bid/Proposal Amount \$ 21,000

Date: 5 / 30 / 24

Description	Date	Amount
Paving Garage at McD Monte	11/17/19	1000
Fuel in Grand Pkwy Rd.	11/18/19	500

Name of Bidder/Proposer: Jacobs Engineering, Architect, Construction LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

Gaylen Building Concrete Construction LLC

Contact Person:

Theresa Mueller

Phone *251-214-4379*

Email *muetheresa@aol.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 ALDOT DBE's
		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.
		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 on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		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.

The bidder did not need any extra help with this project, but hopefully in the future we will be able to do so. Thank you!



Taylor Roofing, Concrete & Construction, L.L.C.	
Entity ID Number	000-486-979
Entity Type	Domestic Limited Liability Company
Principal Address	BAY MINETTE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	11/27/2006
Registered Agent Name	TAYLOR, LEWIS
Registered Office Street Address	43995 A WHEELER RD BAY MINETTE, AL 36507
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION/INSTALLATION & MAINTENANCE
Members	
Member Name	TAYLOR, LEWIS
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/27/2006 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 1147736

Approved by:

Employer Taylor Roofing, Concrete & Construction, LLC	
Name (Please Type or Print) Theresa M Taylor	Title
Signature Electronically Signed	Date 12/01/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/01/2016



Company ID Number: 1147736

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Taylor Roofing,Concrete & Construction, LLC
Company Facility Address	43995 A Wheeler Rd Bay Minette, AL 36507
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	205739335
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

☒ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

☐ Could not find sufficient DBEs to provide subcontracting or supplier services.

☐ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2024

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

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

PRODUCER Starr Insurance Group LLC 1736 W 2nd St Montgomery AL 36106		CONTACT NAME: LORENA MARTINEZ PHONE (A/C, No, Ext): (334) 356-2500 E-MAIL ADDRESS: lorena@starrgroupllc.com FAX (A/C, No): (334) 356-2504	
INSURED TAYLOR ROOFING CONCRETE & CONSTRUCTION LLC 43995A WHEELER ROAD BAY MINETTE AL 36507		INSURER(S) AFFORDING COVERAGE INSURER A: Gotham Insurance Company INSURER B: Sheffield Fund INSURER C: Ace American Insurance INSURER D: NAUTILUS INSURANCE COMPANY INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES**CERTIFICATE NUMBER:** CL2392517018**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	Y	GL202300016834	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	AN1318812	07/08/2024	08/01/2025	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
							\$
B/C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	139574/HDOB7146064	06/17/2024	12/31/2024	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

City of Mobile is included as an Additional Insured in respect to General Liability, and Umbrella Liability. All policies, except workers compensatio, are Primary and Non-contributory.

Project # PD-052-24
Project Name: MPD Mounted Unit
Grand Bay Upgrade
6160 Gaston Loop W Grand Bay, AL

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street

Mobile

AL 36602

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)

06/21/2024

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

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

PRODUCER  John Chason 400 W 2nd St Bay Minette AL 36507	CONTACT NAME: Travian Dickinson PHONE (A/C, No, Ext): 251-937*6913 FAX (A/C, No): E-MAIL: Travian@Johnchson.com ADDRESS: Travian@Johnchson.com
INSURED Lewis Taylor 43995 Wheeler RD Bay Minette AL 36507-2562	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

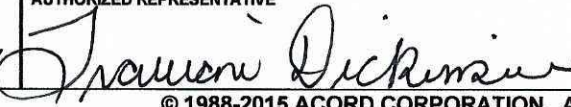
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☒	☒	159 5656-C17-01B 284 4247-E23-01B	03/17/2024 05/23/2024	09/17/2024 11/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PD-052-24

CERTIFICATE HOLDER**CANCELLATION**

City Of Mobile P.O. Box 1827 Mobile AL 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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CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5016

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN
SPRAY FOAM
INSULATION

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$36,525.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Removal of all damaged existing foam; clean
ceiling
and walls, install new open cell spray foam insulation on the underside of the
roof,
walls, and two (2) gable ends of the horse barn.

VENDOR NAME: COASTAL
INSULATION

VENDOR
NUMBER: 295960

DEPT #: 3032
ENGINEERING

DEPT NAME: ARCHITECTURAL

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **X** N ____ ; 5% of the 1st 50%
X or
If different, indicate special
rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I

Date: 07/11/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Removal of all damaged existing foam; clean ceiling and walls, install new open cell spray foam insulation on the underside of the roof, walls, and two (2) gable ends of the horse barn.

Amount of Contract:

\$36,525.00

Funding Source

C0968 MPD MOUNTED UNIT GRAND BAY UPGRADES (20002000-48010)

ATTACHMENTS:

1. V2 MPD MOUNTED UNIT GRAND BAY UPGRADES SPRAY FOAM-CONTRACT PACKAGE_Rev.2

REVIEWERS:

Emma Dean
Cassie Boatwright
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson

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

Project Name: Mpd Mounted Unit Grand Bay Upgrades Horse Barn
Spray Foam Insulation

Project Number: PD-052-24

Amount: \$36,525.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **MPD MOUNTED UNIT GRAND BAY UPGRADES HORSE BARN
SPRAY FOAM INSULATION**

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$36,525.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Removal of all damaged existing foam; clean ceiling and walls, install new open cell spray foam insulation on the underside of the roof, walls, and two (2) gable ends of the horse barn.

VENDOR NAME: COASTAL INSULATION

VENDOR NUMBER: 295960

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____; 5% of the 1st 50% **X** or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/11/2024

CITY OF MOBILE
**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this_____.

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

And the **Contractor:** BUILDER SERVICES GROUP, INC.
475 N Williamson Blvd
Daytona Beach, Florida 32114

City Business License No.: 42608
Secretary of State Registration No.: 000-904-626

And the **Subcontractor:** COASTAL INSULATION
2609 Old Shell Road
Mobile, Alabama 36607

For the following **Project:** MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN SPRAY FOAM INSULATION
6160 Gaston Loop Rd W
Grand Bay, Alabama 36541

Project Number: PD-052-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement as though fully set out herein. The total contract amount is **Thirty-Six Thousand Five Hundred Twenty-Five and 00/100 Dollars (\$36,525.00)** which includes a Contingency Allowance of **One Thousand and 00/100 (\$1,000.00)**.

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the Work beyond the reasonable control of Contractor, the contract sum, time of completion, or contract requirements shall be equitably adjusted by Change Order.

1.4 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a

complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within **Ten (10)** calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 **LIQUIDATED DAMAGES**
A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.
- 3.6 **INSURANCE**
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, **which such insurance shall be endorsed to name the City of Mobile as an additional insured**, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. **Workers' Compensation/Employer's Liability**

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. **Commercial General Liability ("CGL")**

1. Comprehensive CGL (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

C. **Commercial/Business Automobile Liability ("BA")**

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. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. **Excess/Umbrella Liability Insurance**

1. Providing excess/umbrella coverage for Employer's Liability, Commercial General Liability, and Commercial/Business Automobile Liability.
2. Each Occurrence & Aggregate: \$2,000,000 combined single limit of liability

E. **Builder's Risk Coverage (Property Insurance)**

The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended

coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.
4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss. There shall be no limits on the number of occurrences.

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

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

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

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

Certificates of Insurance – General – Within Ten (10) calendar days from date of issuance of Contract forms for execution, 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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an 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.

3.8 **INDEMNIFICATION**

The 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 the 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. Notwithstanding any other provision in this Agreement, any indemnification, defense or hold harmless obligation of Contractor shall be limited to the proportionate extent cause by Contractor's negligence. **Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.**

3.9 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.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 **BEST MANAGEMENT PRACTICES (BMPs)**

The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 **METHOD of PAYMENT**

Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 **TERMINATION OF CONTRACT**

The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City.

The Contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to Director, Real Estate Asset Management Department, P.O. Box 1827, 205 Government Street, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: CITY ATTORNEY
CITY OF MOBILE LEGAL DEPARTMENT
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: BUILDER SERVICES GROUP, INC.
475 N Williamson Blvd
Daytona Beach, Florida 32114

To Subcontractor: COASTAL INSULATION
2609 Old Shell Road
Mobile, Alabama 36607

3.17 **RETAINAGE**

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.18 **PROOF OF ADVERTISEMENT of COMPLETION**

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **Coastal Insulation** has completed the contract for **PD-052-24, MPD Mounted Unit Grand Bay Upgrades – Horse Barn Spray Foam Insulation, 6160 Gaston Loop Road W,**

Grand Bay, Alabama 36541. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

- A. Upon completion of the Contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, Exhibit "A" Scope of Work as accepted by the City, all other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement, or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. This Instrument (Agreement);
- 2. Exhibit A – Scope of Work, dated June 12, 2024;
- 3. City of Mobile Business License;
- 4. State of Alabama General Contractor License;
- 5. W-9 Tax Identification Form;
- 6. State of Alabama Business Entity Record;
- 7. E-Verify Documentation;
- 8. City of Mobile Subcontracting and Major Supplier Plan; and
- 9. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Builder Services Group, Inc.

Signature

William S. Stimpson, Mayor
Printed Name and Title

Sherri Daniel
Signature

Sherri Daniel, Contracts Management
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

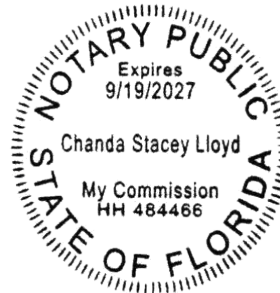
~~FLORIDA~~
STATE OF ~~ALABAMA~~
COUNTY OF ~~MOBILE~~ **VOLUSIA**

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sherri Daniel as Contracts Management of Builder Services Group Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Contracts Management.

Sworn to and subscribed for me this 9th day of July, 2024.

Chanda Stacey Lloyd
NOTARY PUBLIC

My Commission Expires: 9/19/2027



**EXHIBIT A – SCOPE OF WORK
MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN SPRAY FOAM INSULATION
PD-052-24**

June 12, 2024

Basic Services

General Requirements

Work to be performed by Contractor shall consist of furnishing all labor, materials, installation, prep work, tools, supplies, equipment, cleanup work, and insurance necessary to properly install open cell spray foam insulation on the underside of the roof, walls, and gable ends in the pre-engineered metal building horse barn.

Scope of Work

- Remove all damaged foam insulation on the underside of the roof and dispose of waste
- Remove all dust and debris from existing foam insulation on the underside of the roof
- Clean and prepare exposed walls, (2) gable ends, and existing foam insulation for new open cell spray foam application
- Cover and protect existing horse stalls with polyethylene film cover
- Install 3-Inch (nominal) open cell spray foam insulation on the underside of the roof, over the existing foam insulation
- Install 5.5-Inch (nominal) open cell spray foam insulation on the interior side of the exterior walls
- Install 5.5-Inch (nominal) open cell spray foam insulation on the interior side of the (2) gable building ends
- Install thermal barrier coating over all new spray foam insulation
- Contractor to make every effort to minimize and clean overspray
- Cleanup jobsite when complete
- Lift rental, material & labor
- Final inspection of installation by Owner prior to Contractor's final departure from site

Additional Services

If, during the course of the work, any unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BUILDER SERVICES GROUP INC T1
2609 OLD SHELL ROAD
MOBILE AL 36607

YEAR	LICENSE NO.
2024	42608
ISSUED	EXPIRES
1/20/2024	12/31/2024

238311 INSULATORS (BLD ETC/HOT & COLD)



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BUILDER SERVICES GROUP INC
2609 OLD SHELL RD
MOBILE, AL 36607-2910

2 T6 P602

STATE OF ALABAMA

BID LIMIT:

AMOUNT:



LICENSE NO.: S- 23557

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BUILDER SERVICES GROUP INC

DAYTONA BEACH, FL 32114

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SUBCONTRACTOR: FIREPLACES, GUTTERS AND DOWN SPOUTS, INSULATION, OVERHEAD DOORS

until November 30, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of October, 2023

200649

Michael B. Ten

SECRETARY-TREASURER

Charles A. Corbett

CHAIRMAN

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Builder Services Group, Inc	
2 Business name/disregarded entity name, if different from above. dba Coastal Insulation	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 2609 Old Shell Road	Requester's name and address (optional)
6 City, state, and ZIP code Mobile, AL 36607	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	9	-	3	2	1	4	4	0	6	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Rita Robins</i>	Date <i>April 19, 2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Builder Services Group, Inc.	
Entity ID Number	000-904-626
Entity Type	Foreign Corporation
Principal Address	475 N WILLIAMSON BLVD DAYTONA BEACH, FL 32114
Principal Mailing Address	475 N WILLIAMSON BLVD DAYTONA BEACH, FL 32114
Status	Exists
Place of Formation	Florida
Formation Date	12/28/1993
Qualify Date	12/22/1995
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	08/22/1997
Legal Name Merged	E. E. Bentley Insulation Co., of Dothan, Inc.
Transaction Date	12/22/1999
Legal Name Merged	Coastal Insulation of Alabama, Inc.
Transaction Date	07/02/2001
Legal Name Changed From	Gale Industries, Inc.
Transaction Date	03/03/2006
Fictitious Name Changed From	* Added
Transaction Date	03/03/2006
Legal Name Changed From	Masco Contractor Services Central, Inc.
Transaction Date	03/08/2010

Builder Services Group, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	04/06/2015
Fictitious Name Changed From	Masco Builder Services Group, Inc.
Transaction Date	04/06/2015
Principal Office Changed From	1128 C BEVILLE ROAD DAYTONA BEACH, FL 32114
Transaction Date	08/01/2023
Principal Mailing Address Changed From	260 JIMMY ANN DRIVE DAYTONA BEACH, FL 32114
Transaction Date	08/01/2023
Principal Office Changed From	260 JIMMY ANN DRIVE DAYTONA BEACH, FL 32114
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/22/1995 Certificate of Formation 2 pgs.
Document Date / Type / Pages	08/22/1997 Merger 3 pgs.
Document Date / Type / Pages	12/22/1999 Merger 3 pgs.
Document Date / Type / Pages	07/02/2001 Legal Name Change 1 pg.
Document Date / Type / Pages	03/03/2006 Legal Name Change 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	04/06/2015 Articles of Amendment 3 pgs.
Document Date / Type / Pages	08/01/2023 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)



Company Information

Company Name TopBuild Corp.	Doing Business As (DBA) Name ---
Company ID 1492348	Enrollment Date Jan 17, 2020
Employer Identification Number (EIN) 200463017	Unique Entity Identifier (UEI) ---
DUNS Number ---	Total Number of Employees 10,000 and over
NAICS Code 238	Sector Construction
Subsector Specialty Trade Contractors	

Edit Company Information

Employer Category

Employer Category

Federal Contractor without FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

475 N. Williamson Boulevard
Daytona Beach, FL 32114

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)



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, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	BUILDER SERVICES GROUP, INC
Address	2609 OLD SHELL ROAD MOBILE, AL 36607
Telephone	251-471-3311
E-Mail	charles.hill@truteam.com

RFP/RFQ Solicitation Number	PD-052-24
Project Description	MPD MOUNTED UNIT GRAND BAY UPGRADES HORSE BARN SPRAY FOAM INSULATION
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 49 Female 10 Minority 31 Non-minority 28 Vets 4
Total #of Employees 59	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Earle Dawson

Signature: Earle Dawson Date: 6/27/2024

Title: Division Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: CHARLES HILL Title: COMMERCIAL SALES REPRESENTATIVE

E-mail: Phone: charles.hill@truteam.com 251-243-3241



Subcontracting and Major Supplier Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PD-052-24 Your Bid/Proposal Amount \$ 35,525.00

Date: 06 / 14 / 2024

Description: MPD MOUNTED UNIT GRAND BAY UPGRADES HORSE BARN SPRAY FOAM INSULATION

Name of Bidder/Proposer: BUILDER SERVICES GROUP, INC / CHARLES HILL

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: BUILDER SERVICES GROUP, INC

Contact Person: CHARLES HILL Phone 251-243-3241 Email charles.hill@truteam.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	X	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

	X	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

x There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/14/2024

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

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

PRODUCER Aon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Builder Services Group, Inc. d/b/a Coastal Insulation A TopBuild Company 2609 Old Shell Road Mobile AL 36607 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B: Lloyd's Syndicate No. 1969</td><td>AA1120106</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Lloyd's Syndicate No. 1969	AA1120106	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570106355564 **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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	X	COMMERCIAL GENERAL LIABILITY	Y	Y	MWZY31307124	06/30/2024	06/30/2025	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
								MED EXP (Any one person)	\$25,000
								PERSONAL & ADV INJURY	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	X	POLICY ☐ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG	\$6,000,000
		OTHER:							
A		AUTOMOBILE LIABILITY	Y	Y	MWTB 313070-24	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$7,500,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X	UMBRELLA LIAB			CSUSA2401330	06/30/2024	06/30/2025	EACH OCCURRENCE	\$2,000,000
		EXCESS LIAB						AGGREGATE	\$2,000,000
		DED ☐ RETENTION ☐							
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	MWC31557124	06/30/2024	06/30/2025	X PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT	\$3,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$3,000,000
								E.L. DISEASE-POLICY LIMIT	\$3,000,000
A		Excess Workers Compensation			MWXS31557224 WA Stop Gap Only SIR applies per policy terms & conditions	06/30/2024	06/30/2025	EL Each Accident	\$3,000,000
								EL Disease - Policy	\$3,000,000
								EL Disease - Ea Emp	\$3,000,000

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

[Proj: RE: Project Name: MPD Mounted Unit Grand Bay Upgrades Horse Barn Spray Foam Insulation, Jobsite Address: 6160 Gaston Loop Rd. W., Grand Bay, Alabama 36541] [AI: City of Mobile] is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written contract. As required by written contract, the coverage provided by the General Liability and Automobile Liability policies to Additional Insured shall apply as Primary Insurance and any other applicable insurance coverage carried by the Additional Insured shall not contribute with this insurance. A waiver of Subrogation is provided for the above referenced General Liability, Automobile Liability and Workers' Compensation policies as per written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St., 5th Floor
South Tower
PO Box 1827
Mobile AL 36633 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : HJLKMZ90007

Certificate No : 570106355564





CAPITAL CONTRACT SUMMARY SHEET

CONTRACT#5023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 Bridge Maintenance COM Project: 2024-3005-08

PROJECT #: C0932 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$117,500.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **N** X; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 7/16/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Ben Reynolds and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and
between the City of Mobile and the company listed below, for work as outlined in the
contract attached hereto and made a part hereof as set forth in full, subject to the company
signing the contract and furnishing the required bonds and insurance. A copy of said
executed contract will be on file in the office of the City Clerk.

Name of Company: Sawgrass Consulting, LLC,

Project Name: 2025 Bridge Maintenance
COM Project No. 2024-3005-08

Estimated Cost: \$117,500.00

Adopted:

City Clerk



2025 BRIDGE MAINTENANCE

PROJECT NO. 2024-3005-08

ENGINEER:

SAWGRASS CONSULTING, LLC



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SAWGRASS CONSULTING, LLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **SAWGRASS CONSULTING, LLC**.

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2025 BRIDGE MAINTENANCE, City of Mobile Project No. 2024-3005-08. This CONTRACT is for engineering design and construction inspection for misc. bridge maintenance at multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S

technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.
- b. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.
- c. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- d. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.
- e. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.
- f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- g. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- h. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge

Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

- i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.
- j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- k. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.
- l. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and

specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **60% Design Submittal** (approximately 60% completion) shall be made **Six (6) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.
 - (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

- I. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
 - h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY

ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to

be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

- I. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.
- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall

be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A and Section III.B of this CONTRACT shall not exceed \$51,600.00 (Fifty-One Thousand Six Hundred Dollars and Zero Cents).
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$60,900.00 (Sixty Thousand Nine Hundred Dollars and Zero Cents).
 - c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$117,500 (One Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed

separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that

fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

SAWGRASS CONSULTING, LLC

By: _____
Print: Stephen J. Delahunty

Its: President

Address: 30673 Sgt E I Boots Thomas Drive
Spanish Fort, AL 36527

Telephone: 251.544.7900

STATE OF ALABAMA
CITY OF MOBILE

I, Tori Scheer, a Notary Public in and for said State and County, hereby
certify that Stephen J. Delahunty, whose name as President of
Sawgrass Consulting, LLC is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 8th day of July, 20 24.

Tori Scheer
NOTARY PUBLIC

My Commission Expires: May 24 2026

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

EXHIBIT A: PROJECT LOCATION

- 1. LAGAN PARK UPPER DAM**
- 2. OVERLOOK ROAD CULVERT (BIN# 015871)**
- 3. TODD ACRES BRIDGE (BIN# 011161)**

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2025 BRIDGE MAINTENANCE** City of Mobile
Project No. **2024-3005-08**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$750,000**
[Seven Hundred Fifty Thousand Dollars and No Cents].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid
to the ENGINEER shall not exceed **\$117,500 [One Hundred Seventeen Thousand Five Hundred**
Dollars and Zero Cents], unless authorized by the CITY.

CITY DISTRICT: Districts 4 & 7

FUNDING SOURCE: C0932 (2025 Bridge Maintenance)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



2024 HOURLY RATES

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR

Client Rep Initials



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

June 20, 2024

Mr. John Forrester, PE
City of Mobile Engineering Department
205 Government Plaza, 3rd Floor
Mobile, AL 36602

RE: Bridge Maintenance Project (Multi Site – 2024)

Mr. Forrester,

In response to your request for professional services for bridge repairs, Sawgrass Consulting, LLC, (Sawgrass) has teamed with Safe Span LLC and is pleased to provide a proposal for design and inspection services for this project. Our scope provides professional services for cursory NBI Element Level Inspection (verification), field survey, field assessments and inventory sketch, engineering and design details, plan development and construction inspection. The services are inclusive of Contract Preparation and Bidding Services for all three (3) sites;

Priority Site No. 1 – Langan Park Upper Dam Sheet Pile Repair
Priority Site No. 2 – Overlook Road Culvert (BIN 015871)
Priority Site No. 3 – Todd Acres Drive over Rabbit Creek (BIN 011161)

Enclosed you will find the Scope of Services and corresponding fees that will be required to accomplish this project. In summary, the following cost for the project is as follows:

Survey/Assessment/Engineering- Inspection Services-	Fee – \$51,600.00
	Fee - \$60,900.00

We appreciate the opportunity to partner with the City on this Project and please do not hesitate to call if you have any questions or need to discuss this Proposal in more detail.

Sincerely,



Stephen Delahunty, P.E.
President

Enclosures

Cc: Mr. Nick Amberger, PE , City Engineer

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase and Pre-Bid to Pre-Construction Phase	\$ 51,600.00
Construction Phase	\$ 60,900.00
Additional Services (If requested in writing by the City Engineer)	\$ 5,000.00
<u>Total Contract Amount including Additional Services</u>	<u>\$ 117,500.00</u>

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the “Description” area. Each COI must have this stated.

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).																																													
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2024

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

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

PRODUCER	HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	CONTACT NAME: Jamie Owens PHONE (A/C, No, Ext): (251)445-8300 FAX (A/C, No): (251)445-8303 E-MAIL ADDRESS: j.owens@hrtinsurancegroup.com
INSURED	Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER(S) AFFORDING COVERAGE
		INSURER A: Auto-Owners Insurance Company 18988
		INSURER B: Auto-Owners 18988
		INSURER C: Auto-Owners Insurance Company 26638
		INSURER D: Freberg Enviromental Insurance 524126
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00002326-403667

REVISION NUMBER: 250

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	Y	38999702	10/27/2023	10/26/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS	Y	Y	5199970201	10/26/2023	10/26/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A106617560	10/26/2023	10/26/2024	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.	N	Y	FEI-AEP-74310	09/04/2023	09/04/2024	Aggregate 2,000,000

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

Project No: 2024-3005-08

Project Name: 2025 Bridge Maintenance

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

(JCO)

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Stephen J. Delahunty (affiant) who, being duly sworn says as follows:

President/CEO of Sawgrass Consulting, 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 Sawgrass Consulting 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 Sawgrass Consulting is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.


CEO of Sawgrass Consulting, LLC

Sworn to and subscribed before me this the 8th day of July, 2024.

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


Signature and Seal of Notary Public

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

OFFICE OF SUPPLIER DIVERSITY

Return to Office of Supplier Diversity
Via email: arichnue.kidd@cityofmobile.org

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Sawgrass Consulting, LLC		Certified DBE:		YES	NO	Contract Start Date: 08/01/2024
DESCRIPTION: Construction Engineering Inspection				Estimated Completion Date: 03/31/2025		
This report is for the month of:		JAN		OCT		FINAL
(CHECK ONE):		FEB		NOV		
		MARCH		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)	
\$ 117,500.00	\$	\$	\$			
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)
Isaiah Engineering, Inc.	CEI Administration	\$ 18,290.00	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
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: Stephen J. Delahunty, P.E.

SIGNATURE:  President
(Title)

(Date)

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: ArchtriqueLudd@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: Archana.kadd@cityofmobile.org
251 208 7967
205 Government Street, 5th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	Sawgrass Consulting, LLC
Address	30673 Sgt E I Boots Thomas Drive, Spanish Fort, AL 36527
Telephone	251.544.7900
E-Mail	sdelahunty@sawgrassllc.com

RFPI/RFP Solicitation Number	Project number 2024-3005-08
Project Description	2025 Bridge Maintenance
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephen J. Delahunty
Signature:  Date: 7/8/2024
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: Lynn Tolbert Title: Comptroller
Email: ltolbert@sawgrassllc.com Phone: 251.544.7900

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archaque.kidd@nyomobile.org
251.208.7967

205 Government Street, 5th Floor

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Sawgrass Consulting, LLC Your Bid/Proposal Amount \$ 117,500.00

Date:

07 / 08 / 2024		Description	2025 Bridge Maintenance

Name of Bidder/Proposer: Sawgrass Consulting, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Sawgrass Consulting, LLC

Contact Person: Stephen J. Delahunty

Phone 251.544.7900

Email sdelahunty@sawgrassllc.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
N/A		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		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
N/A		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.
N/A		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.
N/A		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.)
N/A		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
N/A		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

N/A			INFORMATION: The bidder provided interested DBEs with a adequate information about the plans, specifications and requirements of the subcontract.
N/A			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.
N/A			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 Section 2(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. _____

Company ID Number: 621593

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 **Sawgrass** (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.

Company ID Number: 621593

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

Company ID Number: 621593

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

Company ID Number: 621593

(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

Company ID Number: 621593

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.

Company ID Number: 621593

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

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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

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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.

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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

Company ID Number: 621593

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.

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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.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 621593

Approved by:

Employer Sawgrass	
Name (Please Type or Print) Heather J McDonald	Title
Signature Electronically Signed	Date 12/04/2012
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/04/2012



Company ID Number: 621593

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sawgrass
Company Facility Address	30673 Sgt. E. I. Boots Thomas Drive Spanish Fort, AL 36527
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	273407212
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 621593

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: 621593

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lvnn D Tolbert
Phone Number 2515447900210
Fax
Email ltolbert@sawarassllc.com

Name Heather J McDonald
Phone Number 2515447900
Fax 2515447918
Email hmcDonald@sawarassllc.com



Company ID Number: 621593



This list represents the first 20 Program Administrators listed for this company.



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

To approve contract with Sabre Demolition Corporation for Demolition of Civic Center, Theater and Expo Hall.

Amount of Contract:

4,367,000.00 (pending approval of Resolution fund transfer, item#2024-371)

Funding Source

C0976 - 2000.2000.48010

ATTACHMENTS:

1. Resolu & Contract Sabre

REVIEWERS:

Rhonda Lewis

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk 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:	Sabre Demolition Corporation
Project Name:	Civic Center New Const. & Demo
Project Number:	CC-034D-22
Amount:	\$ 4,367,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Civic Center New Const. & Demo

CAPITAL PROJECT # C0976 DATE OF RECEIPT _____

DEPT. PROJECT # CC-034D-22

PROJECT DESCRIPTION Demolition of Civic Center, Theater and Expo Hall 

CONTRACT AMOUNT \$ 4,367,000.00

VENDOR NAME Sabre Demolition Corporation

VENDOR NUMBER 299223

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

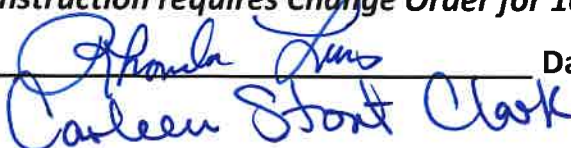
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	<u>Construction**</u>	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ☐ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by:  Date 7/18/2024

Revised 5/16/2022 Tiffany Hollins

AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of July in the year 2024

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

City of Mobile Business License Number: Pending Issuance
Secretary of State Registration Number: 47160

for the following Project:

(Name, location and detailed description)

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034D-22

The Architect:

(Name, legal status, address and other information)

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

☒ A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

☒ Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

Init.

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be 00/100 Dollars (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$2,367,000.00
Mural Removal Allowance:	\$1,000,000.00
Contingency Allowance:	\$1,000,000.00
Alternates	\$0.00
Total Bid:	\$4,367,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NONE	\$0.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Row deleted)

Mural Removal Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)
Contingency Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Init.

NO.	ITEM NAME	UNIT	UNIT PRICE
1	Mass Earth Excavation	CY	\$ 10.00
2	Trench Earth Excavation	CY	\$ 15.00
3	Hand Earth Excavation	CY	\$ 250.00
4	Topsoil	CY	\$ 45.00
5	General or Open Site Areas	CY	\$ 50.00
6	Trench Backfill	CY	\$ 42.00
7	Select Fill	CY	\$ 42.00
8	Sod	SY	\$ 2.75
9	Fine Grading	SY	\$ 1.20
10	Grading - Cut and Export	CY	\$ 25.00
11	Excavation and Disposal of Unsuitable Soils	CY	\$ 25.00
12	Seeding and Mulching	SY	\$ 1.50
13	Silt Fencing	LF	\$ 5.50
14	Temporary Construction Fencing	LF	\$ 12.50

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

One

A time charge equal to ~~Two~~ Thousand and 00/100 Dollars (\$1,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Initial Change: 

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

Int.

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User Notes:

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph deleted)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for _____ All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

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§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matt Dixon, President, Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:

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I. Included or X Not Applicable.
 Underground Hazard:
 Included or X Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property damage	\$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	\$1,000,000 combined single limit

.6 Umbrella/Excess Liability: \$2,000,000 combined single limit each
 occurrence for bodily injury and/or property damage

.7 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.8 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.9 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

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The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

The 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 the 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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then

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performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

- .3 Drawings

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .4 Specifications

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .5 Addenda, if any:

Number	Date
1	June 10, 2024
2	June 24, 2024
3	June 27, 2024
4	July 8, 2024

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

§ 9.2.2 Best Management Practices (BMPs):

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The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

- § 9.2.3 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.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

Legal Name of Party to Contract: Sabre Demolition Corporation
Contractor: Sabre Demolition Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

Matt Dixon (President)

(Rows deleted)

(Printed name and title)

(Printed name and title)

ATTEST:

City Clerk

STATE OF NEW YORK
COUNTY OF ONONDAGA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared
Matt Dixon as President of Sabre Demolition Corporation and after being
duly sworn, did depose and say that he, as such officer and with full authority, signed the above and
foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 18th day of July, 2024.

Michele M. Hodgson

NOTARY PUBLIC

My Commission Expires: 03/29/2026

MICHELE M. HODGSON
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HO6219480
Qualified in Cayuga County
My Commission Expires 03-29-2026

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AIA Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, Project Manual, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

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promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Program Manager, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses

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foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Owner may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or

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Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp prior to submittal to the Architect.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

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of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

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for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 PARAGRAPH NOT APPLICABLE TO DEMOLITION AND ABATEMENT CONTRACTS.

§ 10.3.4 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

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§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless

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otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

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mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2024

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

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

PRODUCER Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	CONTACT NAME: Robert Howe PHONE (A/C, No, Ext): 315-451-1500 E-MAIL ADDRESS: certificates@haylor.com FAX (A/C, No): 315-703-7666
INSURED Sabre Demolition Corp. Gerts Trucking Inc. 115 Railroad Street Warners NY 13164	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co INSURER B: Navigators Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1680983064**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 ☒ 10,000 Ded ☒ Pollution/Profes GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ECP200793021	2/23/2024	2/23/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP2029866	8/20/2023	8/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	FFX200793923 RK24EXC863888IV	2/23/2024 2/23/2024	2/23/2025 2/23/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WCA200793221	2/23/2024	2/23/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

***Excess Liability Limits Navigators \$10,000,000 per occurrence, \$10,000,000 aggregate; Great Divide. \$5,000,000 per occurrence, \$5,000,000 aggregate.

Forms Enclosed:

ECP 1246 (01/21) Additional Insured - Ongoing Operations - Coverage A, D.1 & D.4

ECP 1248 (01/21) Additional Insured - Owners, Lessees or Contractors Automatic Status- Coverage A, D.1 & D.4

ECP 1238 (01/21) Additional Insured - Lessor of Leased Equipment Scheduled- Coverage A, B, D.1 & D.4

ECP 1245 (01/21) Additional Insured - State or Government Agency- Coverage A, B, D.1 & D.4

ECP 1240 (01/21) Additional Insured Managers or Lessors of Premises- Coverage A & B

ECP 1260 (01/21) Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City Of Mobile
P.O. Box 1827
Mobile AL 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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AGENCY CUSTOMER ID: SABREDEMOL

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Sabre Demolition Corp. Gerts Trucking Inc. 115 Railroad Street Warners NY 13164
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

BSUM CA 06NY (01/19) Business Auto-Additional Insured When Required by Contract or Agreement
CA 04 49 (11/16) Primary and Noncontributory - Other Insurance Condition
CA 0444 (10/13) Waiver of Transfer of Rights of Recovery Against Others To Us (waiver of subrogation)
NAV-EXC-348A (01/11) Amendment of Conditions Other Insurance Primary and Non-Contributory
NAV-ECD-6012 (01/11) Waiver of Subrogation
WC 000313 (04/84) Waiver of Our Right From Others Endorsement
WC 040306 (04/84) Waiver of Our Right to Recover from Others Endorsement - California
WC 420304B (06/14) Texas Waiver of Our Right to Recover from Others Endorsement

General Liability Etc Coverages Include Explosion, Collapse & Underground Hazards

Project #CC-034A-22 Mobile Civic Center, Theater and Expo Hall Demolition, 401 Civic Center Drive, Mobile AL

The City Of Mobile, The Architect and the Architect's Consultants are Additional Insured on a primary and non-contributing basis. A Waiver of Subrogation applies in favor of The City of Mobile. A notice of cancellation endorsement, 30 days for reasons other than non-payment of premium and 10 days notice of cancellation for non-payment of premium applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 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.

- Bodily injury or property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. 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 contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury** or **property damage** 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** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. 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 contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT
SCHEDULED – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Where required by written contract.
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- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of such leased equipment.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. 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**.

- II. With respect to the insurance afforded to these additional **insureds**:

1. Their status as an additional **insured** ends when their contract or agreement with you for such leased equipment ends; and
2. This insurance does not apply to any **occurrence** which takes place after the equipment lease expires; and
3. The coverage provided by this endorsement shall not apply to **claim** or **suit** based upon or arising from an actual or alleged act, error or omission in the performance of professional services of the person(s) or organization(s) shown in the **SCHEDULE** above.

- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of the equipment leased to you by such person(s) or organization(s), which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

State or Governmental Agency Or Subdivision Or Political Subdivision:	Where required by contract or written agreement
--	---

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** any state or governmental agency or subdivision or political subdivision shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such state or governmental agency or subdivision or political subdivision be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. Such contract or agreement must be executed and in effect prior to your operations which are the subject of the permit or authorization.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. 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**.

- II. This insurance does not apply to:

1. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the federal government, state or municipality; or
2. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to any additional **insured** state or governmental agency or subdivision or political subdivision shown in the **SCHEDULE** to this endorsement provided that:

1. The additional **insured** state or governmental agency or subdivision or political subdivision is a **Named Insured**

under such other insurance; and

2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** state or governmental agency or subdivision or political subdivision. Such contract or agreement must be executed and in effect prior to the performance of your operations, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the state or governmental agency or subdivision or political subdivision included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES – COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Designation Of Premises (Part Leased To You):	Name Of Person(s) Or Organization(s) (Additional Insured):
Where required by contract or written agreement.	Where required by contract or written agreement.

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the **SCHEDULE**. Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises. With respect to the insurance afforded to such additional **insured** the following additional exclusions apply:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the **SCHEDULE**.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. 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**.

- II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- III. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. **Subrogation** of **SECTION VII – CONDITIONS**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the coverage and/or limits of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Sabre Demolition Corp Endorsement Effective Date: 8/20/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS
OTHER INSURANCE
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A. Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
 - 9. This insurance is excess over any other insurance available to the insured except:
 - a. insurance that is purchased specifically to apply in excess of this policy; or
 - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
 - 1. the amounts shown in item 3 of the Declarations of this policy; or
 - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

Class 2-13000 Risk

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms of the policy remain unchanged.

Class 2-13000 Risk

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization as required in writing by contract or agreement prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective

2/23/2024

Policy No.

WCA200793221

Endorsement No.

Insured

Sabre Demolition Corp

Insurance Company:

Great Divide Insurance Company

Premium

Countersigned
by

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

☒ Blanket Waiver - Any person or organization as required in writing by contract or agreement prior to loss.

2. Operations:

"All Texas Operations"

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

\$0.00

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

2/23/2024

Insured

Sabre Demolition Corp

Insurance Company:

Great Divide Insurance Company

Policy No.

WCA200793221

Endorsement No.

Premium

Countersigned by

16 July 2024

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

VOLKERT

MOBILE CIVIC CENTER DEMOLITION

Procurement Process Summary

Project CC-034D-22

1. Project Description:

The project is to demolish the existing Mobile Civic Center, Theater, and Expo Hall.

2. Procurement Process:

The procurement process generally consisted of the following.

- A Pre-qualification Request for Proposals was issued with proposal due date of 17 May 2024.
- 24 Pre-qualification Proposals were received.
- After review and evaluation, 17 contractors were pre-qualified.
- A Request for Bids was issued to the pre-qualified contractors on 31 May 2024.
- A mandatory pre-bid meeting was held on 20 June 2024. 13 of the 17 pre-qualified contractors attended.
- Addendums 01 through 04 were issued prior to the bid due date.
- 10 Bids were received on the July 10th bid date and publicly opened and read aloud by the City Clerk's Office.

3. Bid Results:

- Bids ranged from a low of \$4,367,000 to a high of \$7,747,000 with a relatively even distribution.
- The low bid of \$4,367,000 was received from Sabre Demolition Corporation and included 18% DBE participation.

The Program Manager Recommends award of the Contract to the low bidder, Sabre Demolition Corporation.

Sam Matheny
Sam Matheny
Program Manager
Volkert, Inc.

Delivering the future of infrastructure

July 16, 2024

City of Mobile
205 Government Street, South Tower, 5th Floor
Mobile, AL 36602

Re: Sabre Demolition Corporation
Civic Center Demolition
401 Civic Center Drive, Mobile, AL 36602

To Whom It May Concern:

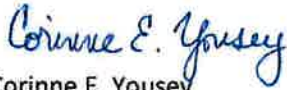
We understand that Sabre Demolition Corporation has or is about to conduct business with you. This letter is to inform you that Great Midwest Insurance Company is the surety for Sabre Demolition Corporation and has an AM Best rating of A- and financial size of VI.

Great Midwest Insurance Company has expressed their willingness to consider supporting Sabre Demolition Corporation on individual projects of \$20,000,000 (Twenty Million) and an aggregate work program of \$40,000,000 (Forty Million).

Please understand any such bond request is subject to favorable review of the contract documents and other underwriting considerations deemed necessary at the time of the request. This letter is not to be construed as an agreement to provide bonds for any particular project but is offered as an indication of our past experience and confidence in Sabre Demolition Corporation. Any arrangement to provide final bonds is a matter between Great Midwest Insurance Company and Sabre Demolition Corporation and we assume no liability to third parties if we do not execute said bond(s).

Thank you.

Sincerely,



Corinne E. Yousey
Attorney-in-Fact for Great Midwest Insurance Company
cyousey@haylor.com
(315) 453-2193



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Corinne E. Yousey, James D. Freyer, Paul J. Hagen, Adam J. LaClair, Raechel Eassa, Gia Diep, Antranig J. Almasian, Anthony Ferraiolo

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

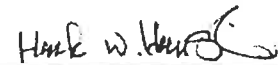
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

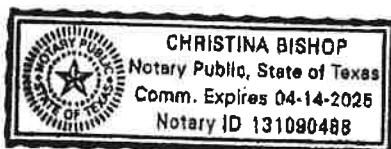


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



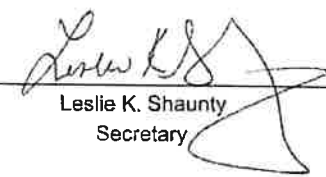
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 16th Day of July, 2024.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



ARTICLES OF INCORPORATION

State Form 4159 (R10/8-95)

Approved by State Board of Accounts 1995

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.

Present original and two (2) copies to address in upper right corner of this form.

Please TYPE or PRINT.

Upon completion of filing, the Secretary of State will issue a receipt.

APPROVED
RECEIVED
FILED
99 SEP 21 PM 4:57
SECRETARY OF STATE
SUE ANNE GILROY

1999 09/15
SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-21-2

FILING FEE: \$90.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form a corporation (hereinafter referred to as "Corporation") pursuant to the provisions of:

☒ Indiana Business Corporation Law

☐ Indiana Professional Corporation Act 1983, Indiana Code 23-1.5-1-1, et seq. (Professional corporations must include Certificate of Registration.)

As amended, executes the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of Corporation (the name must include the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation thereof.)

Sabre Demolition Corporation

Principal Office: The address of the principal office of the Corporation is:

Post office address

137 South Production Drive

City

Avon

State

IN.

ZIP code

46168

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Mr. Jeff Hart

Address of Registered Office (street or building)

137 South Production Drive

City

Avon

Indiana

ZIP code

46168

ARTICLE III - AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 10,000

If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE IV - INCORPORATORS

[the name(s) and address(es) of the incorporators of the corporation]

NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Jeff Hart	137 S. Production Dr.	Avon	IN.	46168

In Witness Whereof, the undersigned being all the incorporators of said Corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true,

this 17 day of September, 19 99.

Signature

Printed name

Jeff Hart

Signature

Printed name

Signature

Printed name

This instrument was prepared by: (name)

I David Young, Attorney at Law

Address (number, street, city and state)

9000 Keystone Crossing #730, Indianapolis IN.

ZIP code

46240



**NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT (ALL ENTITIES)**

State Form 2627B (R7 / 1-03)

APPROVED

AND

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-24-2 (for profit corporation)
Indiana Code 23-17-6-2 (non-profit corporation)

NO FILING FEE

Name of entity Sabre Demolition Corporation	Date of incorporation / organization / admission Sept. 21, 1999
Current registered office address (number and street, city, state, ZIP code) 137 South Production Drive AVON, IN 46168	
New registered office address (number and street, city, state, ZIP code)	

Current registered agent (type or print name) Jeff Hart
New registered agent (type or print name) Matt Dixon

STATEMENTS BY REGISTERED AGENT OR ENTITY

This statement is a representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The registered agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in facsimile.

IN WITNESS WHEREOF, the undersigned executes this notice and verifies, subject to the penalties of perjury, that the statements contained herein are true, this January day of January, 20 06.

Signature Matt Dixon	Title President
------------------------------------	---------------------------

AUTHORIZING RESOLUTION
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF SABRE DEMOLITION
CORPORATION

The undersigned, being all of the directors of SABRE DEMOLITION CORPORATION (hereinafter, the "Corporation"), an Indiana corporation, hereby take the following action by written consent in lieu of a special meeting of the Board of Directors, pursuant to Section 23-1-34 of the Indiana Code:

WHEREAS, former directors and officers of the Corporation Jeff Hart and Darren Stanley (Hart and Stanley are collectively referred to as the "Sellers") sold the entirety of their stock in the Corporation to current directors Matthew Dixon and Steve Dixon, pursuant to that certain Stock Sale-Purchase Agreement dated December 31, 2005 (the "Stock Sale Agreement"); and

WHEREAS, pursuant to Section 5(d) of the Stock Sale Agreement, the Sellers tendered their written resignations as officers and directors of the Corporation effective as of the date of the Stock Sale Agreement, leaving Matthew Dixon and Steve Dixon as the sole remaining officers and directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation desires to appoint new officers of the Corporation, with Matthew Dixon serving as President, Steve Dixon as Vice President, and Debbie Wideman as Controller; and it is further

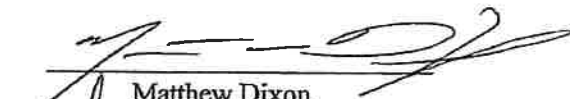
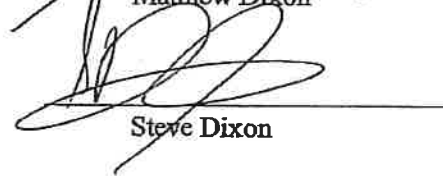
RESOLVED, that Matthew Dixon, in his capacity as President of the Corporation, and Steve Dixon in his capacity as Vice President of the Corporation, are hereby authorized, in the name and on behalf of the Corporation to execute and deliver any and all agreements, certificates, instruments and documents, and to do any and all acts and things, in accordance with the Bylaws of the Corporation, and to pay such expenses, as they, or either of them, deem necessary or advisable to conduct the business of the Corporation; and it is further

RESOLVED, that Debbie Wideman, in her capacity as Controller, is hereby authorized to take such action as the Board of Directors, the President and Vice President of the Corporation authorize from time to time in furthering the interests of the Corporation; and it is further

RESOLVED, that the foregoing Resolutions shall be binding on the Corporation.

This written consent may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of this 28 day of September, 2007.


Matthew Dixon

Steve Dixon

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 47160
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SABRE DEMOLITION CORPORATION

WARNERS, NY 13164

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION

until June 30, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of June, 2024

SECRETARY-TREASURER

Michael B. Tew

Charles A. Gable, Jr.

CHAIRMAN

207293



Bonding Specialists



Bond # GM239415

City of Mobile · Permitting

Bond Form

Know All Men By These Presents, That we Sabre Demolition Corporation, as Principal, and Great Midwest Insurance Company as Surety authorized to conduct business in the State of Alabama, are held and firmly bound unto the City of Mobile in the penal sum of Ten Thousand (\$10,000) Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors or administrators, jointly and severally, firmly by these presents.

The principal in the within bond desires to engage in the City of Mobile in the business of Contracting and desires this bond in compliance with the Building Code and other codes of the City of Mobile, and the condition of the above obligation is such that if the principal and its or his employees, servants and agents will faithfully observe the provisions of said Code, and of all the laws of the City of Mobile heretofore or hereafter enacted, pertaining to Contractors or Builders and all rules and regulations established pursuant thereto, and if all the work done by the principal or under his or its license shall be executed in a good and workmanlike manner, and if the principal will indemnify and save the City of Mobile harmless from any and all liability or damages or loss which any person, firm or corporation may suffer, either in person or property, or of any character whatever, caused by or arising from, in or about the doings of such work in the City of Mobile by the principal or its or his agents, employees or servants, and if the principal will properly repair any faulty work which the principal, its servants, agents or employees may do or which may be done under the principal's license, the above obligation shall be void; otherwise to remain in full force and effect.

Any person, firm or corporation injured in person or property by reason of any violation of the above mentioned ordinances or regulations or by reason of any breach of this bond may in his own name maintain a suit, or action upon this bond for such injury, or default.

It is further understood and agreed that this bond may be terminated by either party hereto delivering written notice of termination to the other parties at least 35 days prior to the effective date of such termination; the surety, however, remaining liable for any defaults under this bond, committed prior to the expiration of such 35 day period.

Dated this 15th day of July, 2024

Contractor's Company Name Sabre Demolition Corporation

(Please type or print clearly)

Signed by

(Principal Sign Here)

(Title)

Surety's Company Name

Great Midwest Insurance Company

(Please type or print clearly)

Signed by

(Surety Sign Here)

Attorney-In-Fact

(Title)

Resident Agent Haylor, Freyer & Coon

Phone Number 315-451-1500

Address 300 South State Street

Syracuse, NY 13202



Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | permitting@cityofmobile.org | 251.208.7198

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised September 2023

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Corinne E. Yousey, James D. Freyer, Paul J. Hagen, Adam J. LaClair, Raechel Eassa, Gia Diep, Antranig J. Almasian, Anthony Ferraiolo

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



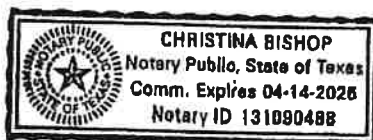
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of July, 2024.



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PRINCIPAL'S ACKNOWLEDGMENT
INDIVIDUAL VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of _____
County of _____

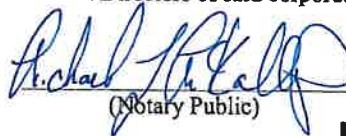
On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who executed the forgoing instrument, and who being by me duly sworn, deposes and says that (s)he is the _____ of _____. A Limited Liability Company, and that (s) he executed the forgoing instrument as the act and deed of the said Limited Liability Company.

(Notary Public)

CORPORATE VERIFICATION

State of NEW YORK
County of ONONDAGA

On this 15th day of JULY, in the year 2024, before me personally came MATT DIXON to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of BELLE AIR BLUFFS, FL that (s) he is the PRESIDENT of the SABRE DEMOLITION CO. the corporation described in and which executed the forgoing instrument, that (s) he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

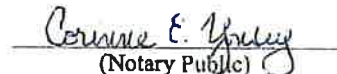

(Notary Public)

MICHAEL J. MCKALLIP
NOTARY PUBLIC - STATE OF NEW YORK
No. 01MC6370954
Qualified in Onondaga County
My Commission Expires 02-12-2026

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 15th day of July in the year 2024, before me personally came Paul J. Hagen to me known, who, being by me duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s)he is the Attorney-in-Fact of the Great Midwest Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that (s) he signed his/her name thereto by like order.


(Notary Public)

Corinne E. Yousey
Notary Public, State of New York
No. 01YO6149825
Qualified in Onondaga County
My Commission Expires July 17, 2026

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2023
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments	\$ 101,418	Loss and Loss Expense Reserves	\$ 111,582
Bonds	289,808	Unearned Premium	52,038
Commons Stocks	50,275	Ceded Reinsurance Premium	5,685
Mortgage Loans	20,134	Amounts withheld by company for account of others	48,594
Other Invested Assets	14,880	Other Liabilities	10,488
Total Cash & Invested Assets	476,515	Total Liabilities	228,387
Other Assets:		Capital and Surplus:	
Premium Receivables	22,499	Common Stock	4,550
Reinsurance Recoverable	25,208	Gross Paid In & Contributed Capital	296,893
Tax Assets	8,064	Unassigned Funds (Surplus)	7,225
Other Assets	4,769		
Total Other Assets	60,540	Total Capital and Surplus	308,668
Total Assets	\$ 537,055	Total Liabilities, Capital & Surplus	\$ 537,055

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2023.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 12 day of April, 2024.

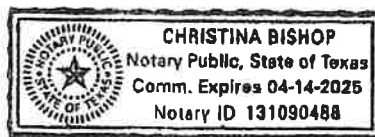
STATE OF TEXAS
COUNTY OF HARRIS

On this 12 day of April, 2024, before me, Christina Bishop a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 23, 2024

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Joel Daves, Councilmember

Purpose and Scope of Project:

Accept two permanent sidewalk easements, as needed for the 2023 CIP ADA Sidewalks District 1-7 project

Amount of Contract:

N/A

Funding Source

ATTACHMENTS:

1. Resolution PSWE 2024
2. PSWE CCM SIGNED 7.11.24
3. PSWE Edwards SIGNED 5.31.24-a

REVIEWERS:

Stacey Howard

Carleen Stout

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,
that the City hereby accept two Permanent Sidewalk Easements for the 2023 CIP ADA
Sidewalks District 1-7 project, from:

1. Country Club of Mobile, Alabama, on property located at 4101 Wimbledon Dr. W.,
Mobile, Alabama.
2. John Francis Edwards, Jr. and Eleanor Stimpson Edwards, on property located at 5
Westgate Rd, Mobile, Alabama.

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COUNTRY CLUB OF MOBILE, Alabama, a corporation. the Grantor of the County and State aforesaid, in and for the consideration of \$10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, its successors and assigns, an easement hereinafter described, over and across the lands of the undersigned for a public sidewalk, excluding the maintenance and construction thereof.

The easement hereby granted, all of which is located in Mobile County, Alabama, is described as follows, to wit:

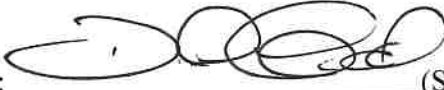
See "Exhibit A" attached hereto

As shown on "Exhibit B" attached hereto

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a Municipal Corporation, its successors and assigns, forever, for a public sidewalk.

IN WITNESS WHEREOF, COUNTRY CLUB OF MOBILE, Alabama, a Corporation, has caused these presents to be executed by Dirk Flad, as its General Manager, who is duly authorized in this premises, on this 11 day of JULY, 2024.

Country Club of Mobile, Alabama

By:  (SEAL)

Dirk Flad, as its General Manager

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Dirk Flad, whose name as General Manager of COUNTRY CLUB OF MOBILE, Alabama, a Corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as General Manager, and with full authority, executed the same voluntarily for and as the act of COUNTRY CLUB OF MOBILE, Alabama, a Corporation, on the day the same bears date.

Given under my hand and seal this the 11th day of JULY, 2024.


Notary Public, State of Alabama

My Commission Expires: 2/6/2027

This instrument prepared by:

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

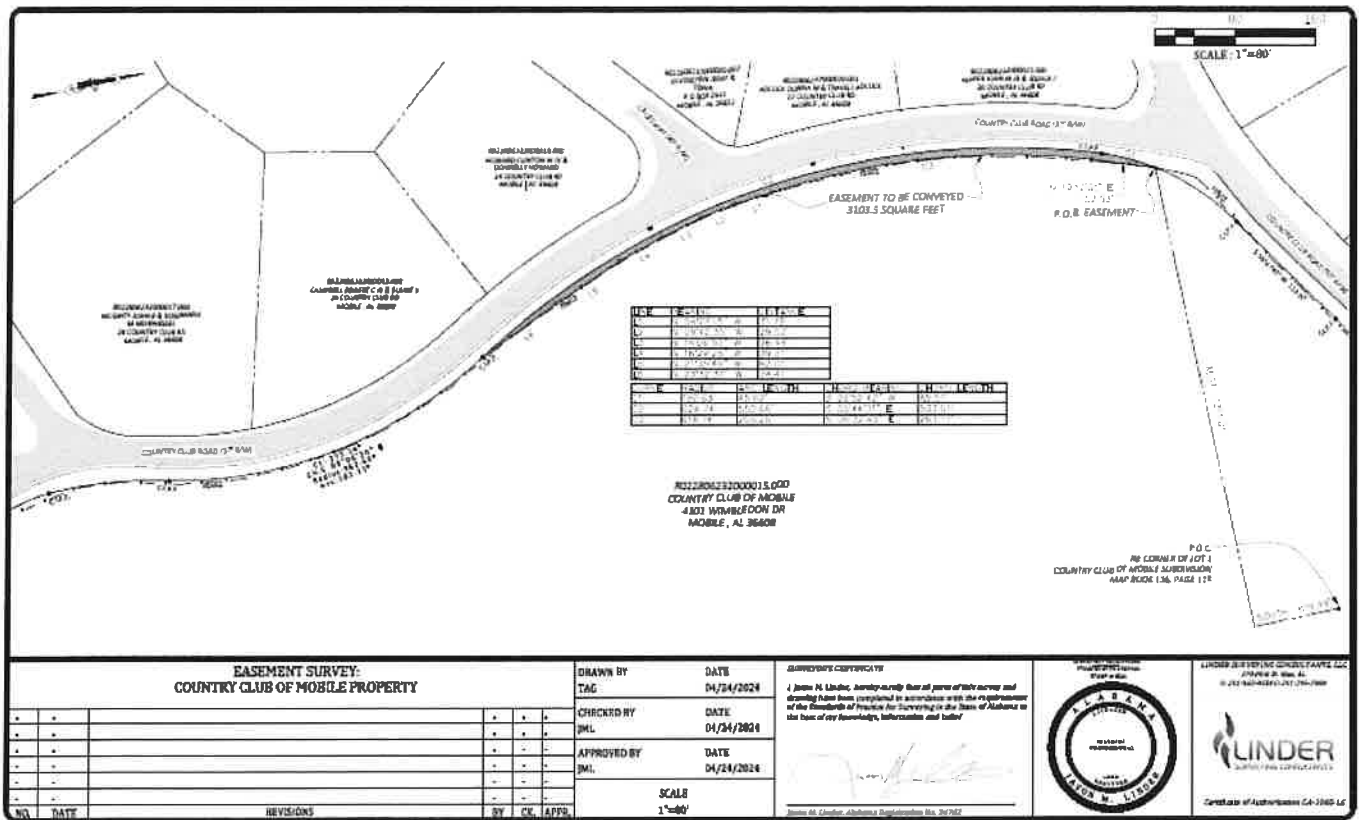
Grantee:
City of Mobile
Real Estate Dept.
P. O. Box 1827
Mobile, Alabama 36633

"EXHIBIT A"

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, COUNTRY CLUB OF MOBILE SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 136, PAGE 116 OF THE RECORDS OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE SOUTH 619.49 FEET; THENCE WEST 1311.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTRY CLUB ROAD, SAID POINT BEING THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG A 192.63 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 45.62 FEET (CHORD=S 26°52'42" W A DISTANCE OF 45.51 FEET); THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ALONG A 624.74 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 550.66 FEET (CHORD=S 05°44'31" E A DISTANCE OF 533.01 FEET); THENCE DEPARTING SAID RIGHT OF WAY LINE N 23°32'37" W A DISTANCE OF 74.41 FEET; THENCE N 21°35'49" W A DISTANCE OF 62.01 FEET; THENCE N 16°29'25" W A DISTANCE OF 39.51 FEET; THENCE N 14°06'53" W A DISTANCE OF 36.44 FEET; THENCE N 09°42'35" W A DISTANCE OF 29.52 FEET; THENCE N 04°27'15" W A DISTANCE OF 31.79 FEET; THENCE ALONG A 618.74 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC LENGTH OF 265.20 FEET (CHORD=N 06°32'45" E A DISTANCE OF 263.17 FEET); THENCE N 19°17'01" E A DISTANCE OF 52.53 FEET TO THE POINT OF BEGINNING.

"EXHIBIT B"



EASEMENT SURVEY: COUNTRY CLUB OF MOBILE PROPERTY

NO.	DATE	REVISIONS	BY	CHK.	APPR.

DRAWN BY TAG	DATE 04/24/2024
CHECKED BY JML	DATE 04/24/2024
APPROVED BY JML	DATE 04/24/2024
SCALE 1"=80'	

SURVEYOR'S CERTIFICATE
I, Jason H. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveyors in the State of Alabama as the basis of my knowledge, information and belief.

Jason H. Linder
Jason H. Linder, Alabama Registration No. 24762



LINDER SURVEYING CONSULTANTS LLC
JASON H. LINDER, ALA.
1000 N. MOBILE BLVD., SUITE 100
MOBILE, AL 36688-1000
205-668-1000
205-668-1001
www.lindersurveying.com

LINDER
SURVEYING CONSULTANTS LLC
Certified as of 4/24/2024 CA-2024-10

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, John Francis Edwards, Jr., and Eleanor Stimpson Edwards, husband and wife, the Grantors, of the County and State aforesaid, in and for the consideration of \$10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, its successors and assigns, an easement hereinafter described, over and across the lands of the undersigned for a public sidewalk, excluding the maintenance and construction thereof.

The easement hereby granted, all of which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto

As shown on "Exhibit B" attached hereto

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a Municipal Corporation, its successors and assigns, forever, for a public sidewalk. And for and in consideration of the above, the Grantor hereby releases said CITY OF MOBILE from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals, this the 31 day of May, 2024.

OWNERS

By: [Signature]

John Francis Edwards, Jr.

[Signature]

Eleanor Stimpson Edwards

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that John Francis Edwards, Jr. and Eleanor Stimpson Edwards, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 31st day of May, 2024.

[Signature]

Notary Public, State of Alabama

My Commission Expires: _____



This instrument prepared by:

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

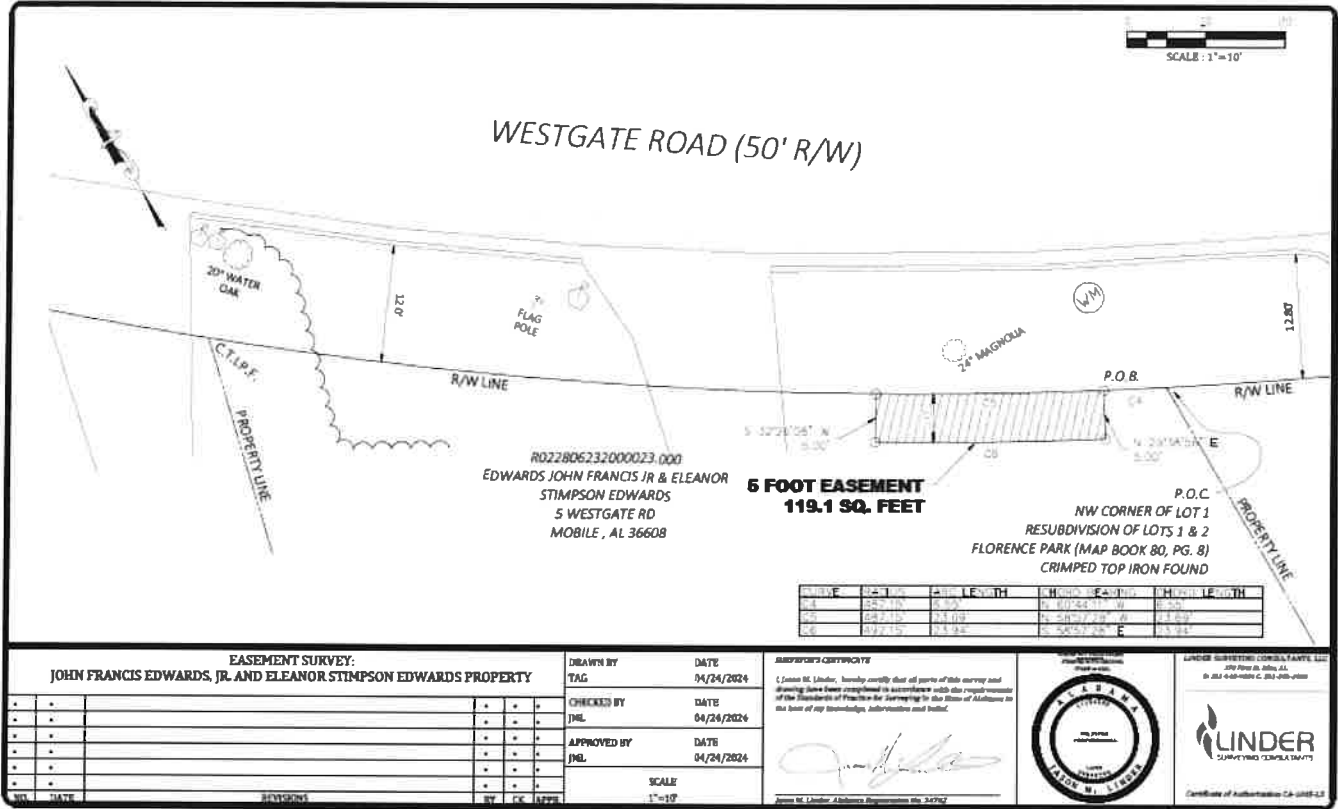
Grantee:
City of Mobile
Real Estate Dept.
P. O. Box 1827
Mobile, Alabama 36633

“EXHIBIT A”

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1 AND 2, FLORENCE PARK SUBDIVISION ACCORDING TO PLAT RECORDED IN MAP BOOK 80, PAGE 8 OF THE RECORDS OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WESTGATE ROAD ALONG A 487.15 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC LENGTH OF 6.55 FEET (CHORD=N 60°44'11" W A DISTANCE OF 6.55 FEET) TO THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE FOR AN ARC LENGTH OF 23.69 FEET (CHORD=N 58°57'28" W A DISTANCE OF 23.69 FEET); THENCE DEPARTING SAID RIGHT OF WAY S 32°26'08" W A DISTANCE OF 5.00 FEET; THENCE ALONG A 492.15 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 23.94 FEET (CHORD=S 58°57'28" E A DISTANCE OF 23.94 FEET); THENCE N 29°38'56" E A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

“EXHIBIT B”



EASEMENT SURVEY:
JOHN FRANCIS EDWARDS, JR. AND ELEANOR STIMPSON EDWARDS PROPERTY

DRAWN BY
TAG

DATE
04/24/2024

CHECKED BY
JHL

DATE
04/24/2024

APPROVED BY
JHL

DATE
04/24/2024

SCALE
1"=10'

DEED CERTIFICATE

I, John M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

John M. Linder, Alabama Registered Professional Surveyor No. 34962



LINDER SURVEYING CONSULTANTS, LLC

370 River St., Mobile, AL 36688

205-634-4000 • 205-634-4001

LINDER SURVEYING CONSULTANTS, LLC

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