AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, December 20, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Pastor Bobbi Lassiter, Christ United Methodist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Archdiocese of Mobile for a waiver of the Noise Ordinance at Cooper Riverside Park on March 17, 2023, from 3:00 p.m. - 8:00 p.m. (District 2).
9. **PUBLIC HEARINGS**

   Public hearing to rezone property located at the west side of Todd Acres Drive, 2/5 +/- mile north of Hamilton Boulevard, extending to the east side of C.S.X. Railroad from R-A to I-1 (District 4).

   Public hearing to rezone property located at 6137 Todd Acres Drive from R-A, B-5, I-1 and I-2 to I-2 (District 4).
10. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Meg McCrummen Fowler, History Museum of Mobile

    Valerie Longa, Mobile Public Library - Provide information about a history exhibit for the Library's 120th Anniversary.

Jeremy Howard - Request funding for a high school football bowl game at Ladd Stadium.

Charles Robertson - Comments regarding the negative effects of a medical cannabis dispensary.

11. ORDINANCES HELD OVER

83-068 Ordinance to amend Chapter 1 of the Mobile City Code to add new Article III "Alteration of Corporate Limits" (sponsored by Councilmembers Penn, Carroll and Small).

12. RESOLUTIONS HELD OVER

02-1086 Propose study of "Alteration of Corporate Limits" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1094 Approve purchase Order to Stons, Inc. for one year subscription for workflow management software for MPD; $49,476.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1095 Approve purchase order to Mike Hoffman Equipment Services, Inc. for demolition, removal, and replacement for fuel leak identification and repair at City garage; $48,989.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1096 Approve purchase order to Mike Hoffman Equipment Services, Inc. for 2 new fuel dual-hose dispensers at City garage; $21,005.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1097 Authorize purchase Order to Kaseware for annual subscription for Kaseware investigation management software for MPD; $36,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1098 Appropriate $1,700,000.00 in the Municipal Government Capital Improvement Fund to various City projects (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-1099 Authorize contract with Touchdown Cleaning Services, Inc. for janitorial services at the Mobile Alabama Cruise Terminal; $34,430.00; (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1100 Authorize contract with TTL Inc., for 2023 Miscellaneous Drainage Group A; (D2,3,4,6,7); $79,000.00 (sponsored by Councilmembers Carroll, Small, Reynolds, Jones, & Gregory and Mayor Stimpson), (submitted by Nick Amberger, Engineering Department)

37-1101 Consider approval of a Certificate of Public Convenience and

Necessity to Southwest Chapter of the Alabama Coalition of Citizens with Disabilities to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-1102 Authorize payment to the Mobile Area Chamber of Commerce Foundation for contribution toward commissioning of a bronze bust; $10,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

13. ORDINANCES BEING INTRODUCED

64-070 Rezone property located at the west side of Todd Acres Drive, 2/5 +/- mile north of Hamilton Boulevard, extending to the east side of C.S.X. Railroad from R-A to I-1 (sponsored by Councilmember Reynolds).

64-071 Rezone property located at 6137 Todd Acres Drive from R-A, B-5, I-1 and I-2 to I-2 (sponsored by Councilmember Reynolds).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-1106 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Mobile Oriental Market; 480 Azalea Road (sponsored by Councilmember Daves).

58-1107 Authorize removal of weeds, Group No. 1636.

60-1108 Approve award of special bonus to the Administrative Services Employee of the Month; Matranga (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Admin. Services Dept.).

60-1109 Approve award of special bonus to the Firefighter of the Month; Erdmann (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-1110 Approve award of special bonus to the Officer of the Month; Snyder (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-1133 Determine an appropriation to Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-1111 Approve purchase order to Ward International Trucks, LLC for 3 shuttle trucks for Public Services, Trash Collection; $341,730.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1112 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1113 Approve purchase orders for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1114 Approve purchase order to DS Diesel Services, LLC for replacement engine for street sweeper; $29,827.27 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1115 Approve purchase order to K&K Systems, Inc. for 2 electronic solar-powered trailer-mounted LED message signs; Traffic Engineering; $27,380.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1116 Approve purchase order to Safeco, Inc. for annual renewal for SafetyPlus management and training software; Office of Professional Responsibility; $19,200.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1117 Approve purchase order to Vulcan, Inc. for aluminum street signs for Traffic Engineering Dept.; $60,440.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1118 Approve purchase order to Global Industries, Inc. for furniture for Lafayette Street Resource Center; $16,895.76 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1119 Approve purchase order to Kimball International Marketing, Inc. for furniture for Lafayette Street Resource Center; $32,050.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1120 Approve purchase order to Jasper Seating Company, Inc. for furniture for Lafayette Street Resource Center; $18,012.58 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1121 Approve purchase order to Gwins Stationery & Engraving, Inc. for The Hero Code Book for City employees; $34,667.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1122 Approve purchase order to Sunbelt Fire, Inc. for fire helmets and accessories for MFRD; $29,928.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1123 Transfer funds from General Fund Public Service Maintenance to Performance Contracts to increase payment to Port City Classic; $225,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-1124 Authorize contract with Ketom Construction Company, Inc. for parking deck repairs-phase III at the Mobile Alabama Cruise Terminal; $209,576.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1125 Authorize contract with Arena Fire Protection, Inc. for security upgrades at the Public Works Complex; $16,700.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1126 Authorize a contract with Kenley Russ for services as a Cyber Specialist-Analytics for the Gulf Coast Technology Center; $43,043.97 per year for 2 years (funding through the FY22 JAG Grant) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-1127 Authorize contract with Melvin Pierce Painting, Inc. for exterior renovations at The Ben May Main Library; $517,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-1128 Accept permanent sidewalk easements for the Old Shell Road Sidewalk Project (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

31-1129 Authorize the Mayor to apply, accept and receive a grant from the Alabama Department of Transportation in support of the Mobile Metropolitan Planning Organization Carbon Reduction Program; $2,500,000.00 ($500,000.00 match required) (sponsored by Mayor Stimpson) (submitted by Marybeth Bergin, Traffic Eng. Dept.).

60-1130 Authorize Settlement Agreement and Release of Claims; Wood (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

02-1134 Propose study of alteration of corporate limits (sponsored by Councilmembers, Penn, Carroll, Small, Reynolds, Daves, Jones & Gregory).

16. CALL FOR PUBLIC HEARINGS

41-1131 Call for public hearing to consider a Certificate of Public Convenience and Necessity to Armstead Mortuary Transit Service to operate a shuttle service (scheduled for January 3, 2022).

41-1132 Call for public hearing to rezone property located at 6712 Old Dobbin Drive North from R-1, R-2 and B-1 to R-1 (District 6) (scheduled for January 24, 2023).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source		
Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Arensberg	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 11:58 AM

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: Patrick Arensberg
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 470-1971 Cell Number: (251) 680-3020

Organization (if applicable) Archdiocese of Mobile

Mailing Address of Applicant 352 Government St.

Telephone No. (251) 433-6991 E-mail address parensberg@mobarch.org

Location or address of event where amplification will be used:
Cooper Riverside Park

Date of Event: 3-17-23 Starting Time: 3:00 pm Ending Time 8:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Fish Fry + family fun

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 DEC 13 PM 1:36

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 11:49 AM

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 6137 Todd Acres Drive
(West and east side of Todd Acres Drive; extending to the south side of
Kooiman Road, 680' ± west of Todd Acres Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 22, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive (west and east side of Todd Acres Drive; extending to the south side of Kooiman Road, 680' ± west of Todd Acres Drive) from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

The public hearing will be held at the History Museum of Mobile, 111 South Royal 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 BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63

feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 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 ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the History Museum of Mobile, 111 South Royal Street, on the 20th day of December, 2022, 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 Zoning Ordinance was published in full on the 30th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, 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 **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet;

thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-

11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 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

Todd Acres Industrial Park Subdivision
6137 Todd Acres Drive
West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 14, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **Todd Acres Industrial Park Subdivision** for a change in zoning from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Thursday, November 10, 2022 1:38 PM
To: Screws, Tracy; Burch, Victoria
Cc: York, Marie
Subject: RE: Updated LOD

No need. Please print this for the file and I will forward the fee to the applicant. We are on a time crunch. Thank you.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Screws, Tracy <tracy.screws@cityofmobile.org>
Sent: Thursday, November 10, 2022 1:36 PM
To: Burch, Victoria <victoria.burch@cityofmobile.org>
Cc: York, Marie <marie.cross@cityofmobile.org>; Pappas, Margaret <pappasm@cityofmobile.org>
Subject: Updated LOD

Will you please make an updated LOD for ZON-002226-2022 Todd Acres Dr that was on the Oct 20th agenda? The advertising fee is $639.45.

Thanks!

Best Regards,
Tracy Screws

Secretary
Planning & Zoning
Tracy.screws@cityofmobile.org
(251) 208-5895

The Planning & Zoning office will be closed Friday, November 11th, for Veterans Day.

The Planning & Zoning office hours are Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.

BUILDMOBILE

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

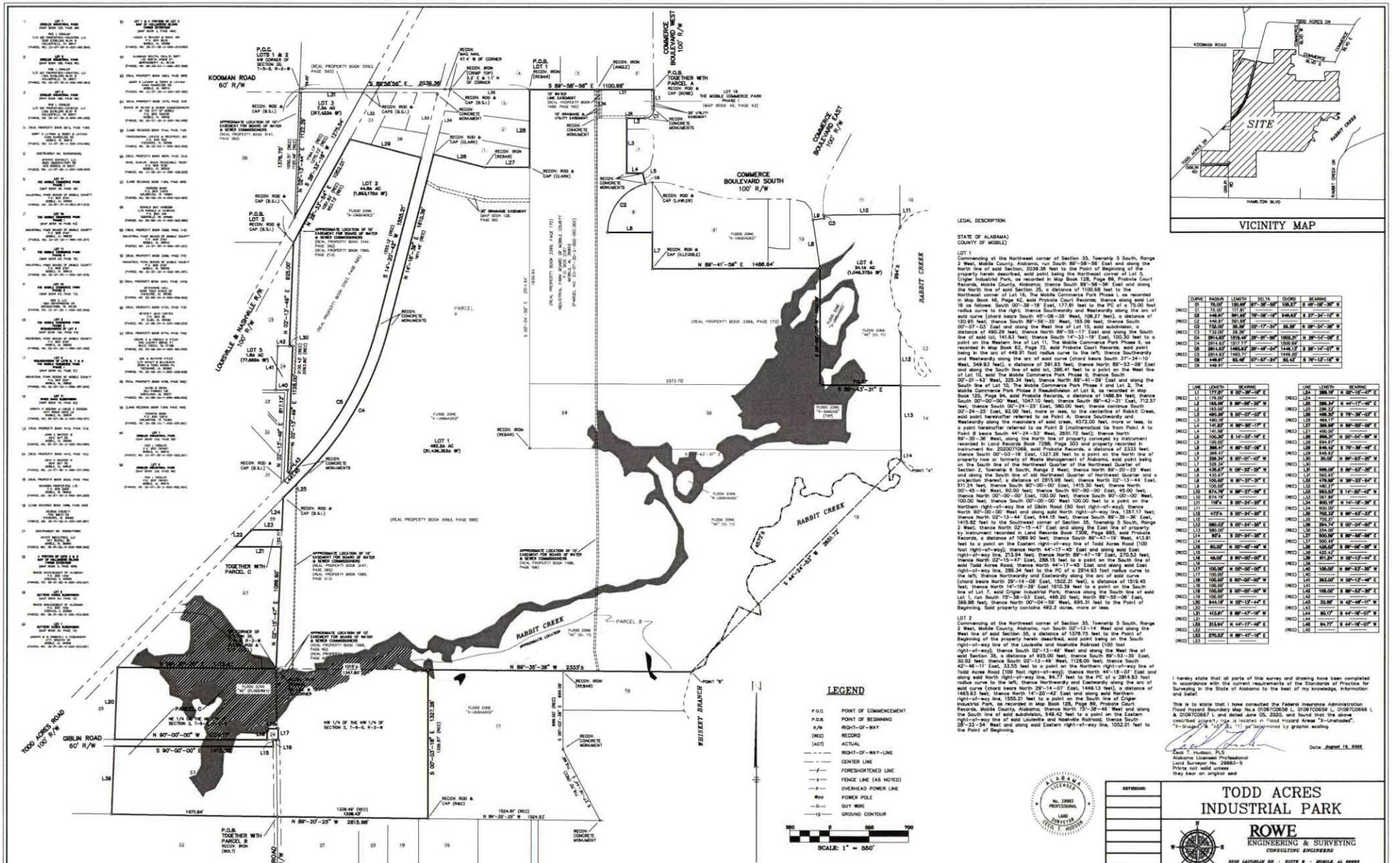
LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South

00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

LOT 2
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.



VICINITY MAP

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

LOT 1

Commencing at the Northeast corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East along the North line of said Section, 2039.38 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 18, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 18 as follows: South 00°-38'-18" East, 177.81 feet to the PC of a 73.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 44°-08'-39" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-55'-35" West, 183.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Westerly line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.21 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 349.93 feet), a distance of 361.85 feet; thence North 89°-53'-09" East and along the South line of said lot, 395.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 328.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1488.64 feet; thence South 00°-00'-00" West, 1047.12 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 380.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2851.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071068, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northeast Quarter of the Northeast Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of said Northeast Quarter of Northeast Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 811.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Qiblin Road (80 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 844.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southeast corner of said Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 885, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.24 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.13 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 288.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Easterwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1302.31 feet), a distance of 1319.45 feet; thence North 14°-18'-36" East, 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; thence North 89°-58'-08" East, 399.98 feet; thence North 00°-04'-58" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

LOT 2

Commencing at the Northeast corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-46" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-48'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Easterwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1448.13 feet), a distance of 1483.53 feet; thence North 14°-20'-43" East and along said Northern right-of-way line, 1530.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence run South 75°-38'-46" East and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	73.00'	120.95'	87°-30'-00"	109.57'	S 46°-08'-39" W
(REC)	73.00'	121.81'			
C2	449.21'	361.85'	79°-06'-18"	349.83'	S 37°-34'-10" W
(REC)	449.21'	361.85'			
C3	733.00'	39.29'	03°-04'-33"	39.29'	S 09°-34'-39" W
C4	2914.93'	1319.48'	25°-56'-06"	1308.31'	S 29°-14'-08" E
(REC)	2914.93'	1319.77'		1308.59'	
C5	2814.93'	1483.53'	30°-12'-44"	1466.13'	S 29°-14'-07" E
(REC)	2814.93'	1483.71'		1466.32'	
C6	449.21'	62.48'	07°-57'-24"	62.43'	S 76°-12'-18" W
(REC)	449.21'				

LINE	LENGTH	BEARING
L1	177.81'	S 00°-38'-18" E
(REC)	179.00'	
L2	183.09'	S 89°-55'-35" W
(REC)	183.09'	
L3	490.29'	S 00°-07'-03" E
(REC)	490.29'	
L4	141.63'	N 89°-55'-17" E
(REC)	141.56'	
L5	100.30'	S 14°-33'-19" E
(REC)	100.00'	
L6	395.41'	N 89°-53'-09" E
(REC)	395.41'	
L7	328.34'	S 00°-01'-43" W
L8	328.34'	
L9	438.67'	N 08°-38'-18" E
L10	433.67'	N 89°-53'-09" E
L11	100.00'	S 89°-53'-09" W
L12	100.00'	N 89°-53'-09" E
L13	874.76'	N 89°-53'-09" E
(REC)	874.76'	
L14	198'±	S 89°-53'-09" W
L15	477'±	S 00°-34'-58" E
(REC)		
L16	380.03'	S 00°-34'-58" E
L17	500.00'	S 00°-34'-58" E
L18	925'±	S 00°-34'-58" E
(REC)		
L19	80.00'	N 00°-00'-00" E
L20		
L21	48.00'	S 00°-00'-00" E
L22		
L23	100.00'	N 00°-00'-00" E
L24	100.00'	S 00°-00'-00" W
L25	100.00'	N 00°-00'-00" E
L26	100.00'	S 00°-00'-00" W
L27	100.00'	N 00°-00'-00" E
L28	844.15'	N 02°-13'-44" E
L29		
L30	413.87'	S 89°-47'-19" W
L31		
L32	213.24'	N 44°-17'-45" E
L33		
L34	270.53'	S 89°-47'-19" W
L35		
L36		
L37		
L38		
L39		
L40		
L41		
L42		
L43		
L44		
L45		
L46		
L47		
L48		
L49		
L50		
L51		
L52		
L53		

LINE	LENGTH	BEARING
(REC)	399.98'	N 89°-58'-08" E
L54	399.98'	N 89°-58'-08" E
(REC)	399.98'	
L55	695.31'	N 00°-04'-58" W
(REC)	695.31'	
L56	695.31'	N 00°-04'-58" W
L57	394.69'	N 89°-58'-08" E
L58	848.46'	S 75°-38'-46" E
L59	649.42'	
L60	30.02'	S 89°-53'-35" W
L61		
L62	695.08'	S 89°-53'-09" W
L63	100.00'	
L64	776.86'	N 28°-33'-54" E
L65	480.17'	
L66	583.53'	S 14°-20'-43" W
L67	100.00'	
L68	800.19'	N 14°-18'-36" E
L69	100.00'	
L70	708.33'	S 89°-53'-35" W
L71	100.00'	
L72	394.74'	S 00°-04'-58" E
L73	204.00'	
L74	204.00'	S 89°-58'-08" E
L75	500.69'	
L76	500.69'	S 89°-58'-08" E
L77	422.42'	
L78	811.24'	N 02°-13'-44" E
L79	813.00'	S 00°-13'-49" E
L80	100.00'	N 89°-53'-35" E
L81	1128.00'	S 00°-13'-49" E
L82	33.55'	N 42°-48'-11" W
L83	80.17'	S 44°-18'-07" W
L84	94.77'	S 44°-18'-07" W
L85		

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

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No.s 0109700658 L, 0109700659 L, 0109700660 L & 0109700667 L and dated June 05, 2020, and found that the above described property is located in Flood Hazard Areas "X-Unshaded", "X-Shaded" & "AE(EL 11)" as determined by graphic scaling.

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

Date: August 18, 2022

ALABAMA LICENSED No. 29983 PROFESSIONAL LAND SURVEYOR CECIL T. HUDSON

TODD ACRES INDUSTRIAL PARK

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS

3600 LAUGHLIN DR · SUITE B · MOBILE, AL 36693
PHONE 251-666-2786 · FAX 251-660-1040

DRAWING: 5208SD-SL.dwg	JOB: 5208S	PLAT DATE:	SCALE:	SHEET NO.
DRAWN BY: RYG	FB: 2020/94-95	August 18, 2022	1" = 550'	2 OF 2
CHECKED BY: CTH	TAX ID: 49-07-35-2-000-001.000			

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THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 31, 2022

Charles Tisher, PE
3901 Springhill Avenue
Mobile, Alabama 36608

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022 (Rezoning)
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

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

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable;**
b. **there is a need to increase the number of sites available to business or industry;**
c. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The rezoning should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

Please note that a revised legal description for both Lots 1 and 2 is required in order to calculate the advertising fee for the application before it is forwarded to the City Clerk's office and subsequently 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
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

Application Submission
Contact Information

Name of Project: Todd Acres Industrial Park

Address: 6137 Todd Acres Dr.

Owner: Jerry and Terry Lathan
Industrial Park Board of Mobile County

Address: 5450 Rangeline Rd
PO Box 2187 Zip Code: 36619
36652

Phone: 251-443-7663 Fax: _____ Email: jerry@lathancompany.com

Authorized Agent: Charles Tisher, PE

Address: 3901 Springhill Ave Zip Code: 36608

Phone: 251-344-7073 Fax: _____ Email: ctisher@cglengineers.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Charles Tisher
Print

9-19-22
Date

authorized agent
Affiliation to project/Organization

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Rezoning Statement

Parcel Numbers: R023307353000001.000, R023307352000001.001, R023307353000001.001, R023307354000001.001, R023307351000001.000

We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.

THE LATHAN COMPANY

Historic Restoration
Since 1981

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

September 16, 2022

RE: Todd Acres Parcels
Parcel ID Number 3307353000001.00

To Whom it May Concern:

Jerry Lathan of Mobile County hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Seller concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced property.

Sincerely,

Jerry Lathan

Jerry Lathan
Property Owner

Home Office: 5450 Rangeline Road Mobile, Alabama 36619
Phone: 251/443-7663 Fax: 251/443-8350

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

P.O. BOX 2187
MOBILE, ALABAMA 36652-2187

September 9, 2022

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

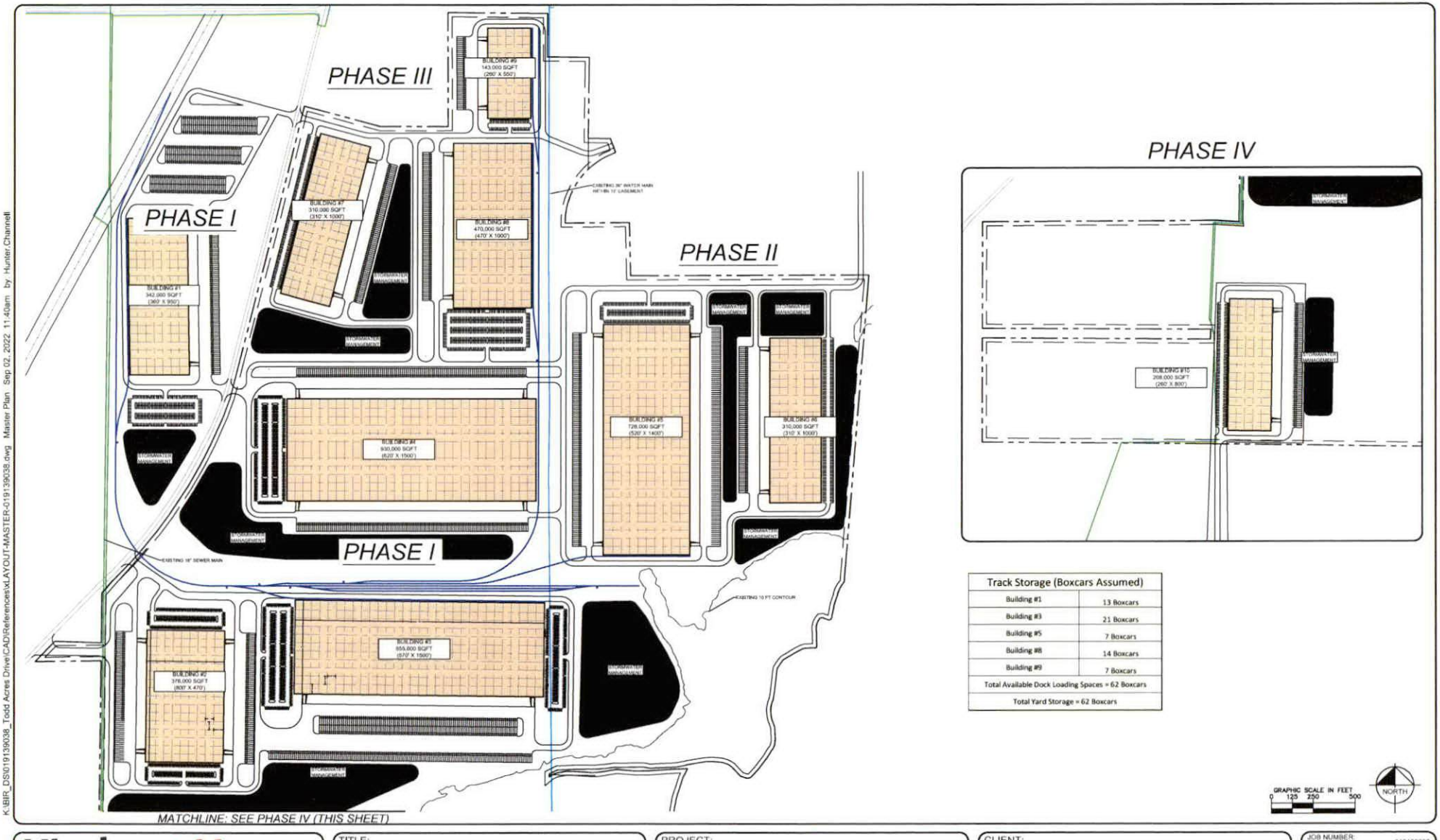
RE: Todd Acres Parcels
Parcel ID Nos: R023307352000001.001; R023307353000001.001;
R023307354000001.001; R023307351000001.000

To Whom it May Concern:

The Industrial Park Board of Mobile County (the "Board") hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Board concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced properties.

Sincerely,

Lowell J. Friedman
Chairman
Industrial Park Board of Mobile County



Track Storage (Boxcars Assumed)	
Building #1	13 Boxcars
Building #3	21 Boxcars
Building #5	7 Boxcars
Building #8	14 Boxcars
Building #9	7 Boxcars
Total Available Dock Loading Spaces = 62 Boxcars	
Total Yard Storage = 62 Boxcars	

K:\BIR_DSV\019139038_Todd Acres Drive\CAD\References\xLAYOUT-MASTER-019139038.dwg Master Plan Sep 02, 2022 11:40am by Hunter.Channell

Kimley»Horn
11 NORTH WATER STREET, SUITE 9290, MOBILE, ALABAMA 36602
PHONE: (251) 263-8340 I www.kimley-horn.com

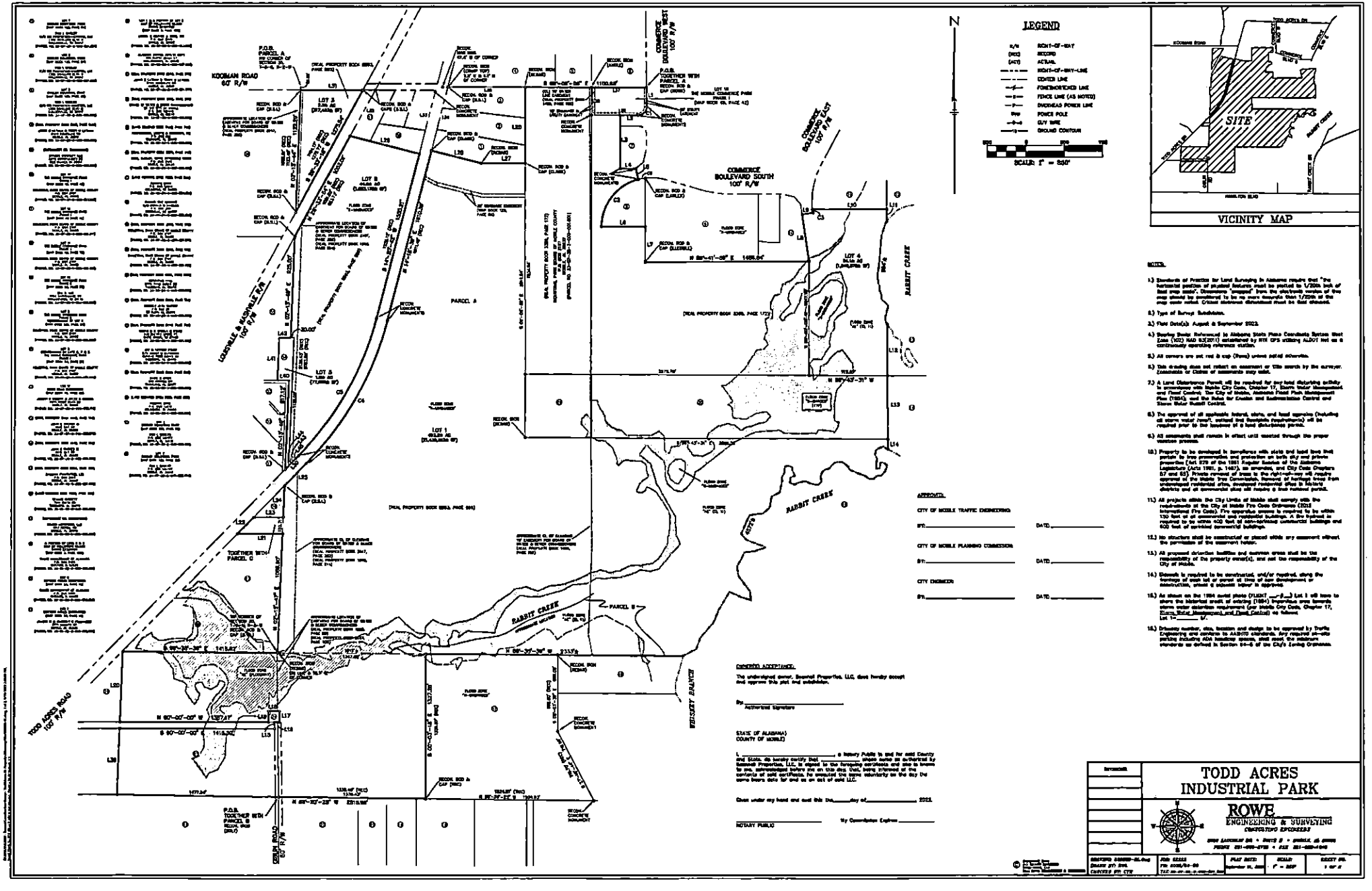
TITLE: CONCEPT SITE PLAN

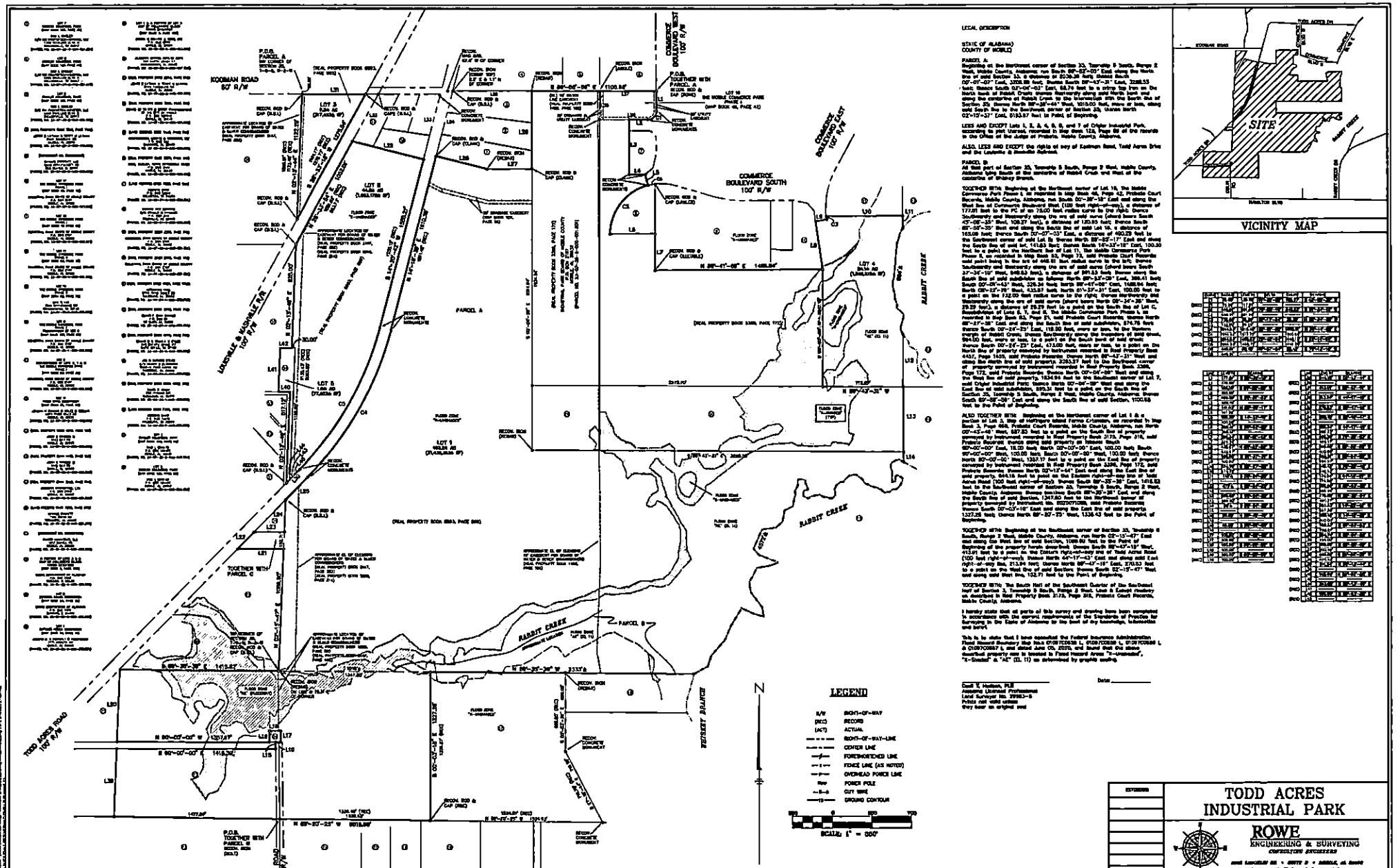
PROJECT: TODD ACRES DRIVE MASTER PLAN

CLIENT: SCANNELL PROPERTIES

JOB NUMBER:	019139038
SCALE:	1" = 250'
DATE:	08/25/2022
SHEET:	CSP 1

THE DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2019


TODD ACRES INDUSTRIAL PARK
ROWE ENGINEERING & SURVEYING
LEGEND
VICINITY MAP
SITE
COMMERCE BOULEVARD SOUTH
COMMERCE BOULEVARD EAST
COMMERCE BOULEVARD WEST
KOOMAN ROAD
TODD ACRES ROAD
GERLIA ROAD
LOUISVILLE & NASHVILLE R/R
RABBIT CREEK
BERKLEY BRANCH
PARCEL A
PARCEL B
PARCEL C
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
NOTES:
APPROVAL:
CITY OF MOBILE TRAFFIC ENGINEERING
CITY OF MOBILE PLANNING COMMISSION
CITY ENGINEER
OWNERS ACCEPTANCE:
STATE OF ALABAMA
COUNTY OF MOBILE
NOTARY PUBLIC



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

PARCEL A:

Beginning at the Northwest corner of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; run South 89°-52'-09" East along the North line of said Section 33, a distance of 2036.26 feet; thence South 02°-07'-00" East, 3208.88 feet; thence North 89°-47'-31" East, 2248.53 feet; thence South 02°-04'-03" East, 58.74 feet to a point on the North bank of Rabbit Creek; thence Northwesterly along said North bank and along the centerline of Rabbit Creek to the intersection with the South line of Section 28, thence North 89°-58'-44" West, 1010.00 feet, more or less, along said South line to the Southwest corner of Section 28, thence North 02°-13'-37" East, 5183.87 feet to Point of Beginning.

LESS AND EXCEPT Lots 1, 2, 3, 4, 5, 6, and 7 of Chipler Industrial Park, according to plat thereof, recorded in Map Book 152, Page 50 of the Records in the Office of the Judge of Probate, Mobile County, Alabama.

ALSO, LESS AND EXCEPT the right of way of Kooiman Road, Todd Acres Drive and the Louisville & Nashville Railroad.

PARCEL B:

All that part of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama lying South of the centerline of Rabbit Creek and West of the centerline of Wetsket Branch.

TOGETHER WITH: Beginning at the Northwest corner of Lot 10, The Mobile Commerce Park Phase 2, as recorded in Map Book 46, Page 42, Probate Court Records, Mobile County, Alabama, run South 00°-39'-18" East and along the West line of Commerce Boulevard West (100 foot right-of-way), a distance of 177.81 feet to the PC of an 11.00 foot radius curve to the right; thence Southwesterly and Northwesterly along the arc of said curve (chord bears South 45°-09'-39" West, 109.27 feet), a distance of 120.93 feet; thence South 89°-41'-00" West along the North line of said Lot 10, a distance of 165.09 feet; thence South 00°-07'-03" East, a distance of 460.29 feet to the Southwest corner of said Lot 9; thence North 89°-52'-17" East and along the South line of said Lot, 1418.83 feet; thence North 14°-31'-18" East, 100.30 feet to a point on the Northeast line of Lot 11, The Mobile Commerce Park Phase 2, as recorded in Map Book 53, Page 73, said Probate Records; the said point being in the arc of 668.50 foot radius curve to the left; thence Southeasterly and Easterly along the arc of said curve (chord bears South 37°-39'-19" East, 948.53 feet), a distance of 991.53 feet; thence along the South line of said subdivision as follows: North 89°-41'-09" East, 369.41 feet; South 00°-07'-43" East, 84.04 feet; thence North 89°-47'-09" East, 1408.84 feet; thence North 08°-12'-51" West, 433.87 feet; North 81°-29'-31" East, 100.00 feet to a point on the 742.00 foot radius curve to the right; thence Northeasterly and Easterly along the arc of said curve (chord bears North 09°-24'-39" East, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 1, 2, and 3, The Mobile Commerce Park, as recorded in Map Book 53, Page 51, said Probate Court Records; thence North 89°-47'-31" East, along the South line of said Subdivision, 874.76 feet; thence South 00°-24'-25" East, 132.30 feet, more or less, to the Northwest corner of Robert Crook, thence Southwesterly along the Northwest line of said Crook, 994.00 feet, more or less, to a point on the South bank of said Creek; thence South 00°-47'-25" East, 412.00 feet, more or less, to a point on the North line of property conveyed by instrument recorded in Real Property Book 4457, Page 1635, said Probate Records; thence North 89°-47'-31" West and along said North line of said property, 2283.37 feet to the Southwest corner of property conveyed by instrument recorded in Real Property Book 3366, Page 172, said Probate Records; thence North 02°-04'-08" West and along the West line of said property, 1834.94 feet to the Southeast corner of Lot 7, Todd Acres Industrial Park; thence North 89°-52'-09" West and along the East line of said subdivision, 895.31 feet to a point on the South line of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; thence South 89°-58'-44" East, and along the South line of said Section, 1100.65 feet to the Point of Beginning.

ALSO TOGETHER WITH: Beginning at the Northwest corner of Lot 1 & a portion of Lot 2, Map of Heritage Island Farms Extension, as recorded in Map Book 3, Page 69A, Probate Court Records, Mobile County, Alabama; run North 00°-47'-48" West, 667.80 feet to the South line of South Bay of Rabbit Creek, said point being on the Easterly boundary of property conveyed to Real Property Book 3173, Page 316, said Probate Records; thence along said line as follows: North 89°-12'-12" East, 60.00 feet; South 00°-47'-48" East, 18.00 feet; North 89°-12'-12" East, 100.00 feet; South 00°-47'-48" East, 100.00 feet; South 89°-12'-12" West, 100.00 feet; South 00°-47'-48" East, 100.00 feet; thence North 89°-07'-00" West, 1322.77 feet to a point on the East line of property conveyed by instrument recorded in Real Property Book 3366, Page 172, said Probate Records; thence North 02°-14'-44" East and along the East line of said property, 643.16 feet to a point on the Easterly right-of-way line of Todd Acres Road (100 foot right-of-way); thence South 89°-52'-09" East, 1418.62 feet to the Southwest corner of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; thence South 89°-30'-39" East and along the South line of said Section, 1,347.80 feet to the Northwest corner of property conveyed by instrument No. 8320070286, said Probate Records; thence South 00°-13'-16" East and along the East line of said property 1,327.28 feet; thence North 89°-57'-23" West, 1338.43 feet to the Point of Beginning.

TOGETHER WITH: Beginning at the Southwest corner of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; run North 02°-13'-47" East and along the West line of said Section, 1099.60 feet to the Point of Beginning of the property herein described; thence North 89°-47'-19" West, 413.01 feet to a point on the Easterly right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 14°-43'-43" East and along said right-of-way line, 213.84 feet; thence North 89°-47'-19" East, 370.52 feet to a point on the West line of said Section; thence South 02°-13'-47" West and along said West line, 212.00 feet to the Point of Beginning.

TOGETHER WITH: The South Half of the Southwest Quarter of the Southeast Part of Section 3, Township 6 South, Range 2 West, Lewis & Calvert Roadway Co., described in Real Property Book 3173, Page 316, Probate Court Records, Mobile County, Alabama.

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

This is to state that I have researched the Federal Insurance Administration Flood Hazard Boundary Map Nos 0100170036B L, 0100170038B L, 0100170039B L & 0100170040B L, and dated June 05, 2020, and found that the above described property was is located in Flood Hazard Areas "X-Unshaded", "X-Shaded" & "AE (EL 11) as determined by graphic scaling.

Date: _____

Dustin T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29963-S
Police not valid unless
they bear an original seal

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Étiquettes d'adresse Easy Peel®
Repliez à l'horizontale afin de révéler le rebord Pop-up

Pat. avery.com/patents

BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

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MOBILE, AL 36619

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NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEDGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

PATRICIA COOPER, ANTHONY COOPER,
ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
PO BOX 13519
ARLINGTON, TX 76094

LATHAN JERRY & TERRY M
4998 KOOIMAN RD
THEODORE, AL 36582

ROACH KYLE A & JENNIFER T ROACH
4301 RIVER OAKS LN
MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
PO BOX 2265
MOBILE, AL 36652

REGIONS BANK AS TRUSTEE
PO BOX 13519
ARLINGTON, TX 76094

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INDUSTRIAL PARK BOARD OF MOB ATTN: ECONOMIC DEV. PO BOX 2187 MOBILE, AL 36652	JERRY LATHAN & TERRY LATHAN ONE CYPRESS LAKE THEODORE, AL 36582	CLARK GEER LATHAM & ASSOC. INC. ATTN: CHARLES TISHER 3901 SPRINGHILL AVE MOBILE, AL 36608
INDUSTRIAL PARK BOARD OF MOB ATTN: ECONOMIC DEV. PO BOX 2187 MOBILE, AL 36652	JERRY LATHAN & TERRY LATHAN ONE CYPRESS LAKE THEODORE, AL 36582	CLARK GEER LATHAM & ASSOC. INC. ATTN: CHARLES TISHER 3901 SPRINGHILL AVE MOBILE, AL 36608
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SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: October 20, 2022**

NAME	Todd Acres Industrial Park Subdivision
SUBDIVISION NAME	Todd Acres Industrial Park Subdivision
LOCATION	6137 Todd Acres Drive (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680'± West of Todd Acres Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	5 Lots / 570.2± Acres (Subdivision) 2 Lots / 537.0± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a detail of LOT 5 at the Todd Acres Road ROW.
C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed.
D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18).
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'.
G. Provide reference, on the map and the description, to a monumented corner.
H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6.
I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...".
K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance

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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District.

The site has been given Light Industry (LI) and Heavy Industry (HI) land use designations, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Heavy Industry (HI)
This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts

of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedication necessary. The site also has frontage along Kooiman Road, a minor street without curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedication necessary. Finally, the site has frontage along Commerce Boulevard West, Commerce Boulevard East, and Commerce Boulevard South, all minor streets with curb and gutter, and existing compliant rights-of-way of 100-feet, making no dedications necessary.

The plat does not indicate a minimum building setback line along any of the street frontages. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along all public street frontages.

The preliminary plat depicts several easements, and as such, a note should be placed on the Final Plat stating that no structures are allowed in any easements, without the permission of the easement holder.

The lot sizes are labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

The proposed Lot 5 is a flag shaped lot with approximately 30-feet of street frontage, and exceeds the maximum width-to-depth ratio as set forth in Section V.D.3. of the Subdivision regulations. Therefore, approval will require waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.*

The applicant only wishes to rezone proposed Lots 1 and 2, and has submitted a site plan showing a conceptual development, with multiple structures on the proposed Lot 1, and up to four (4) phases of development. If the proposed lots are to be developed with multiple structures, or shared access between building sites, they should be developed in full compliance with the Zoning Ordinance requirements at the time of development.

The site is bounded to the North by I-1, Light Industry District and B-5, Office-Distribution District; to the West by I-1 and R-A, Residential-Agricultural District; to the South by I-1, R-A and I-2, Heavy Industry District; and to the East by B-5, R-A, and I-2. If approved, a compliant residential buffer will be required where the property abuts residentially zoned or utilized property.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

On the application, the applicant states that the rezoning is necessary and desirable due to changing conditions in the area and a need to increase the number of sites available to business or industry. It should also be noted that as proposed, Lot 1 would be split-zoned, therefore the subdivision of land into building sites makes reclassification of the land necessary and desirable as well. Additionally, application #7 is in the immediate area and consists of a rezoning request to I-1, Light Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, with waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations subject to the following conditions:

1) retention of the existing rights-of-way for all public streets;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along all public streets;
3) retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that no structures are allowed in any easement without the permission of the easement holder;
5) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide a detail of LOT 5 at the Todd Acres Road ROW. C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed. D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18). E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'. G. Provide reference, on the map and the description, to a monumented corner. H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6. I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...". K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the 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, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with the 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.)*;
8) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
9) completion of the Rezoning process prior signing the Final Plat.

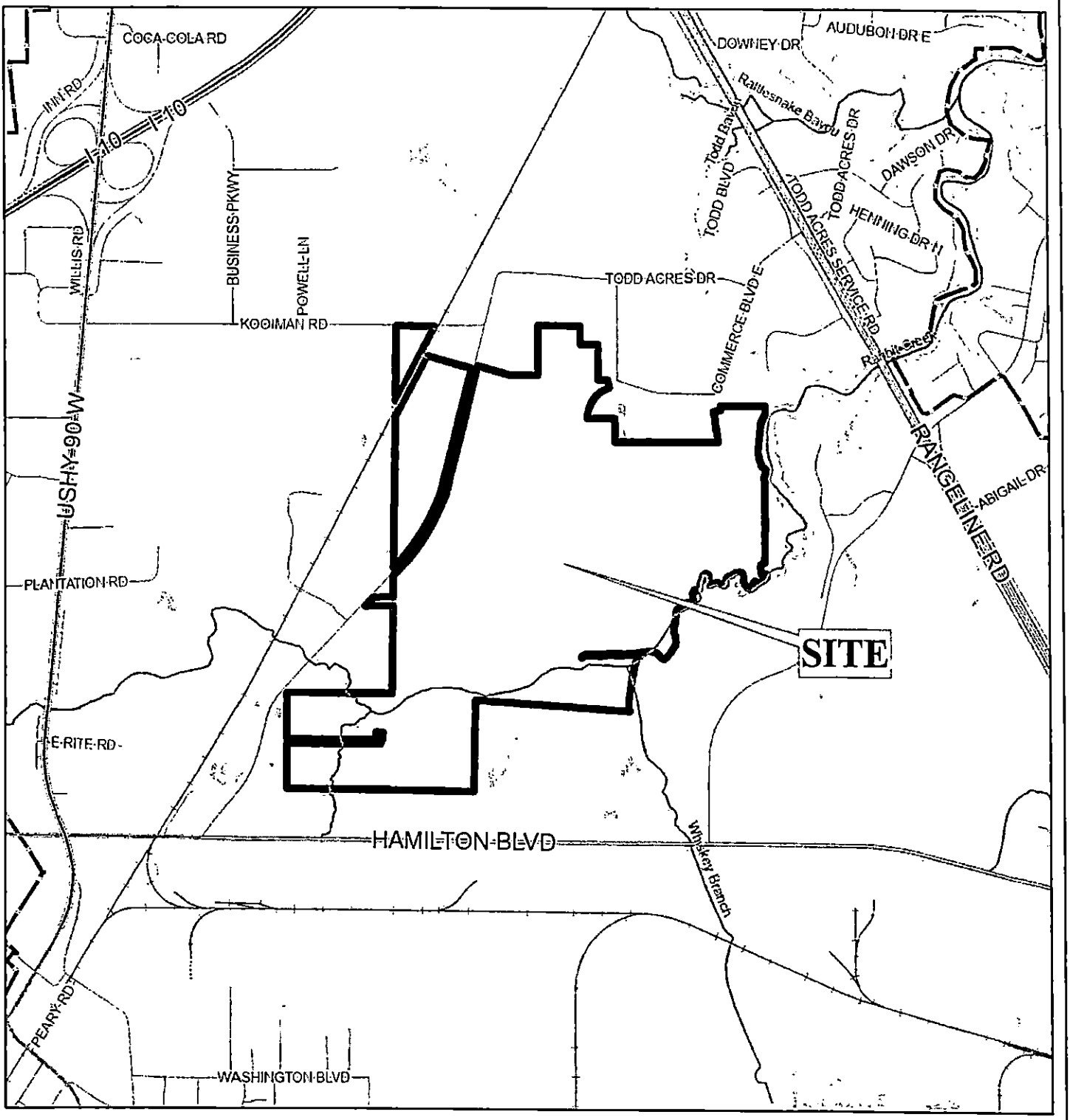
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable;
b) there is a need to increase the number of sites available to business or industry;
c) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

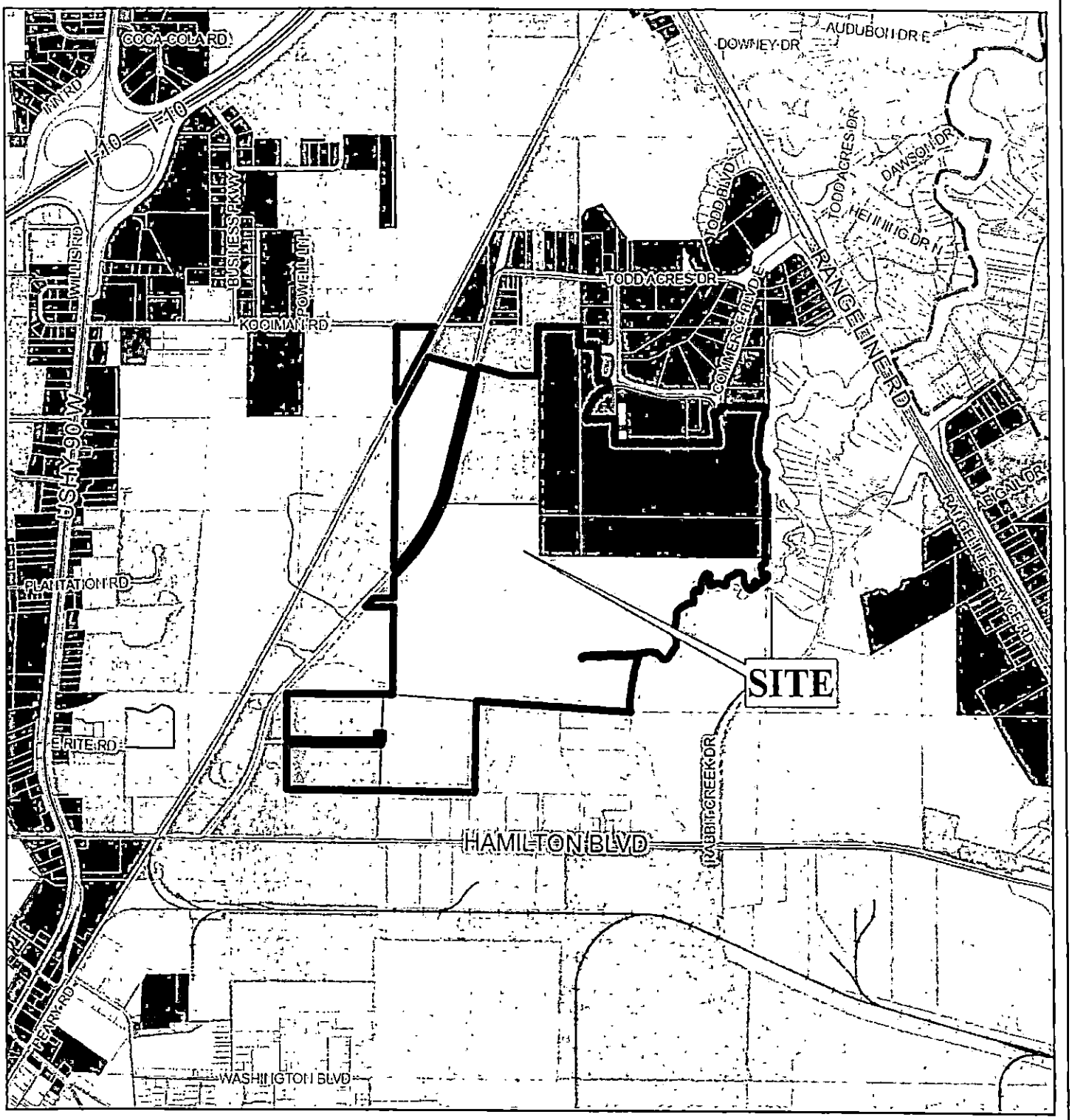
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE October 20, 2022

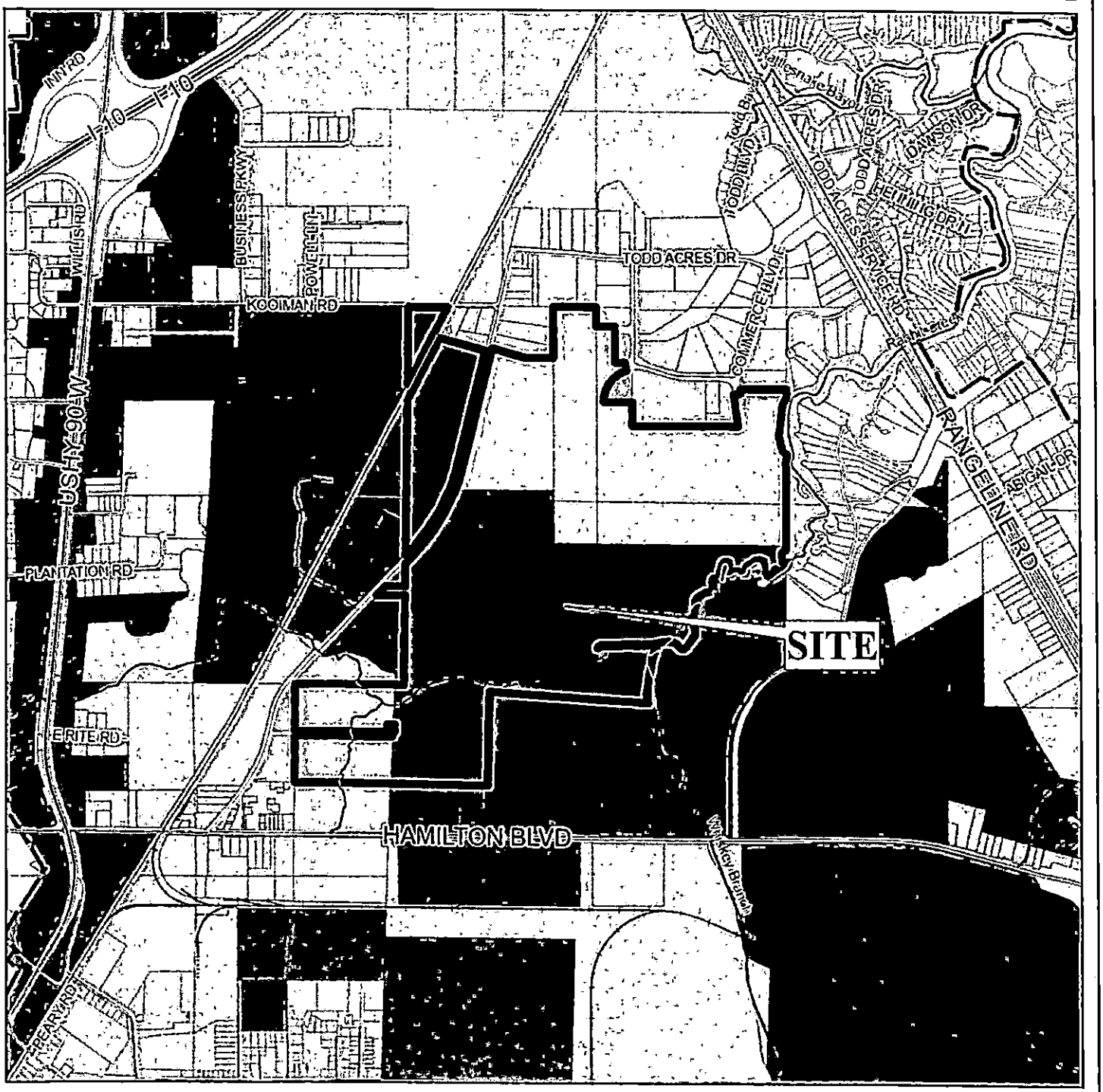
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

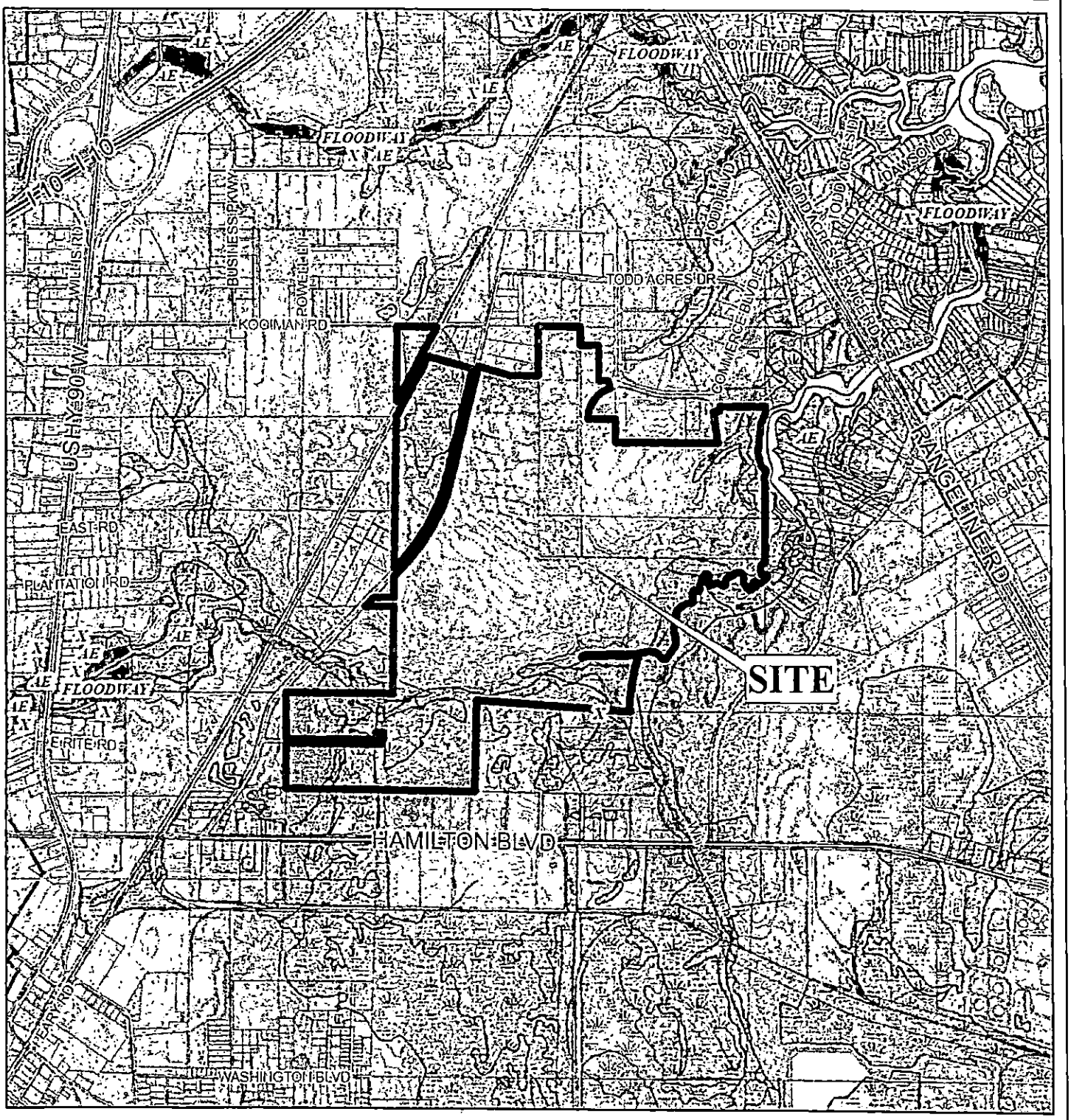
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

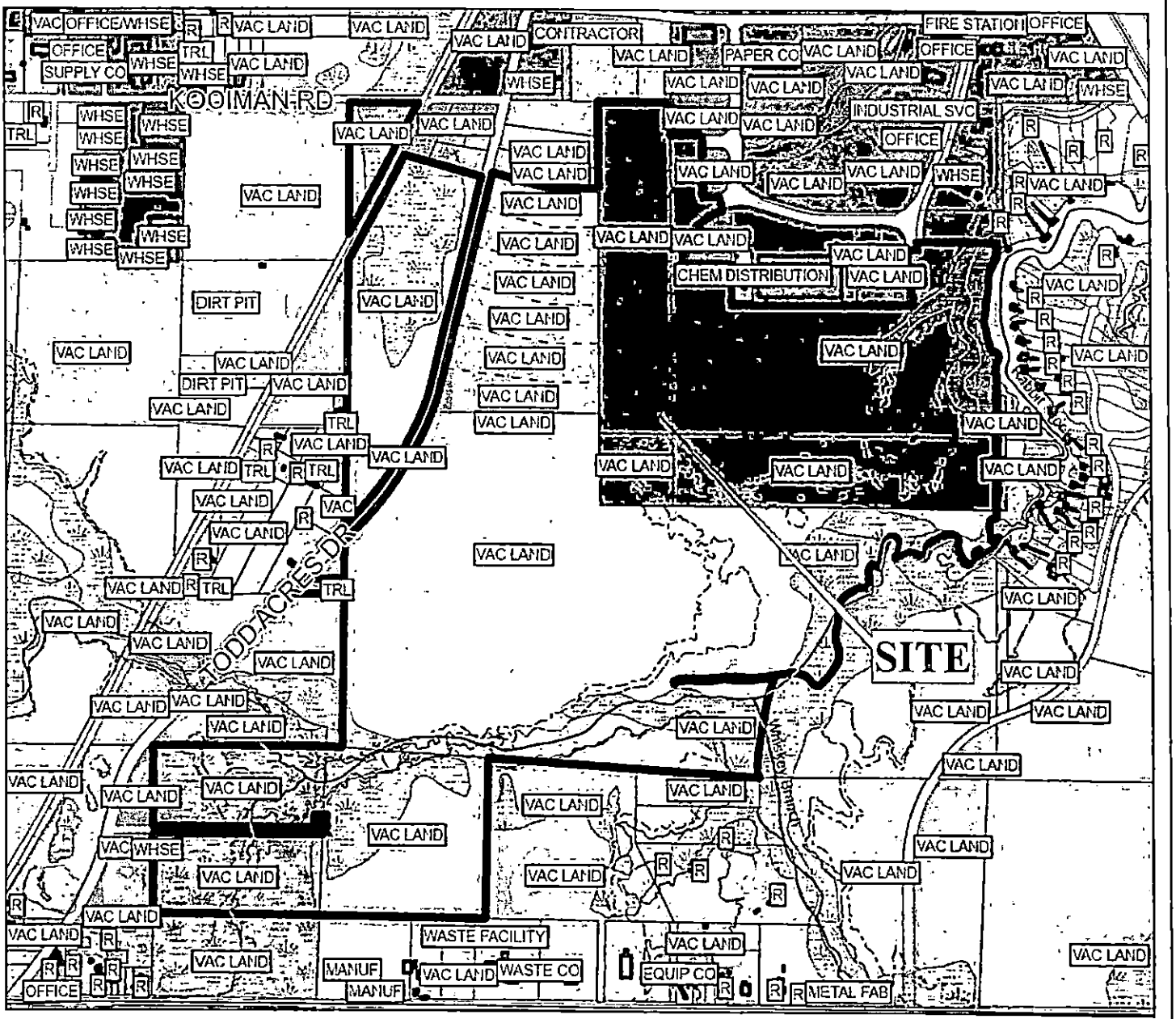
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

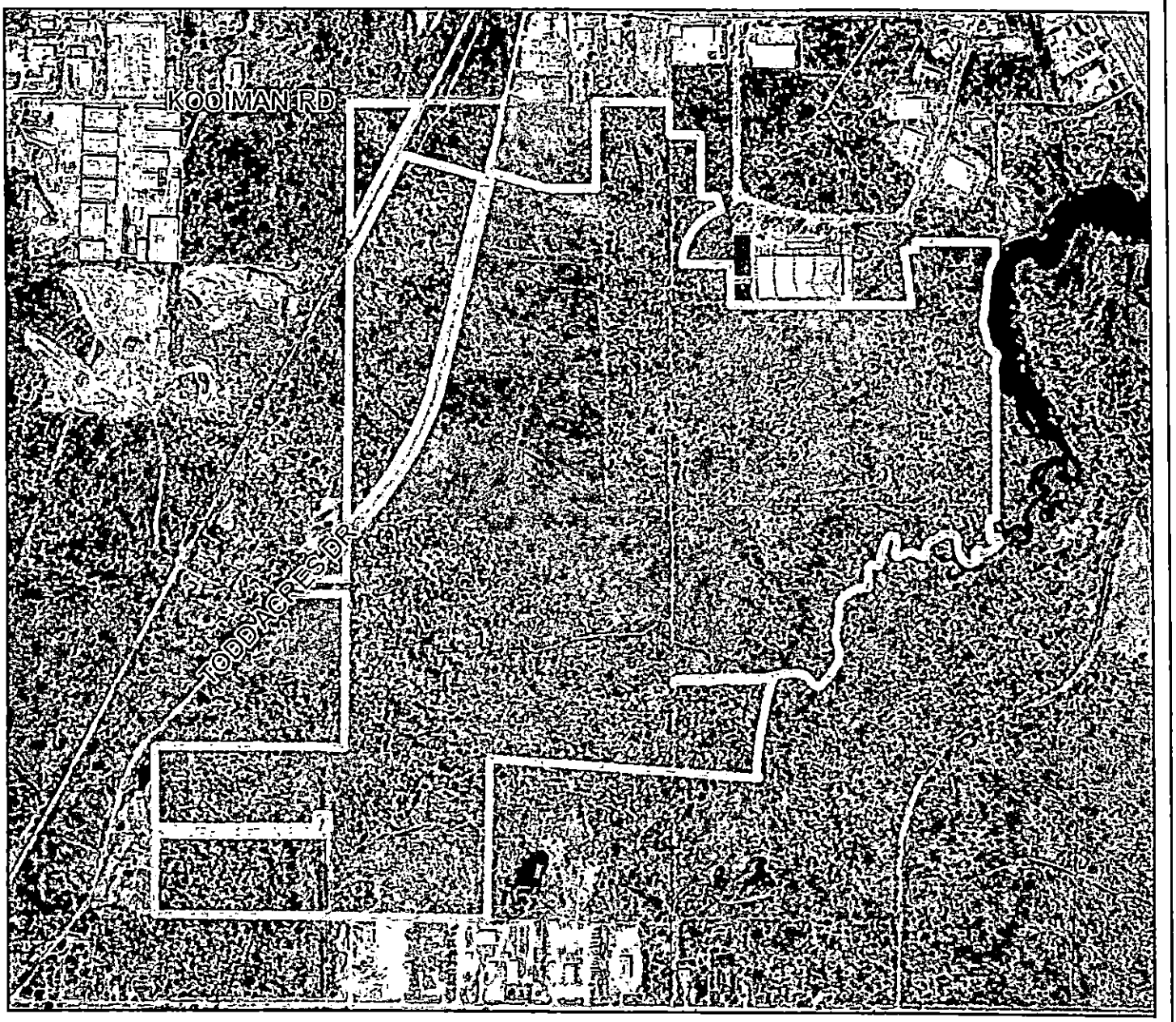
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

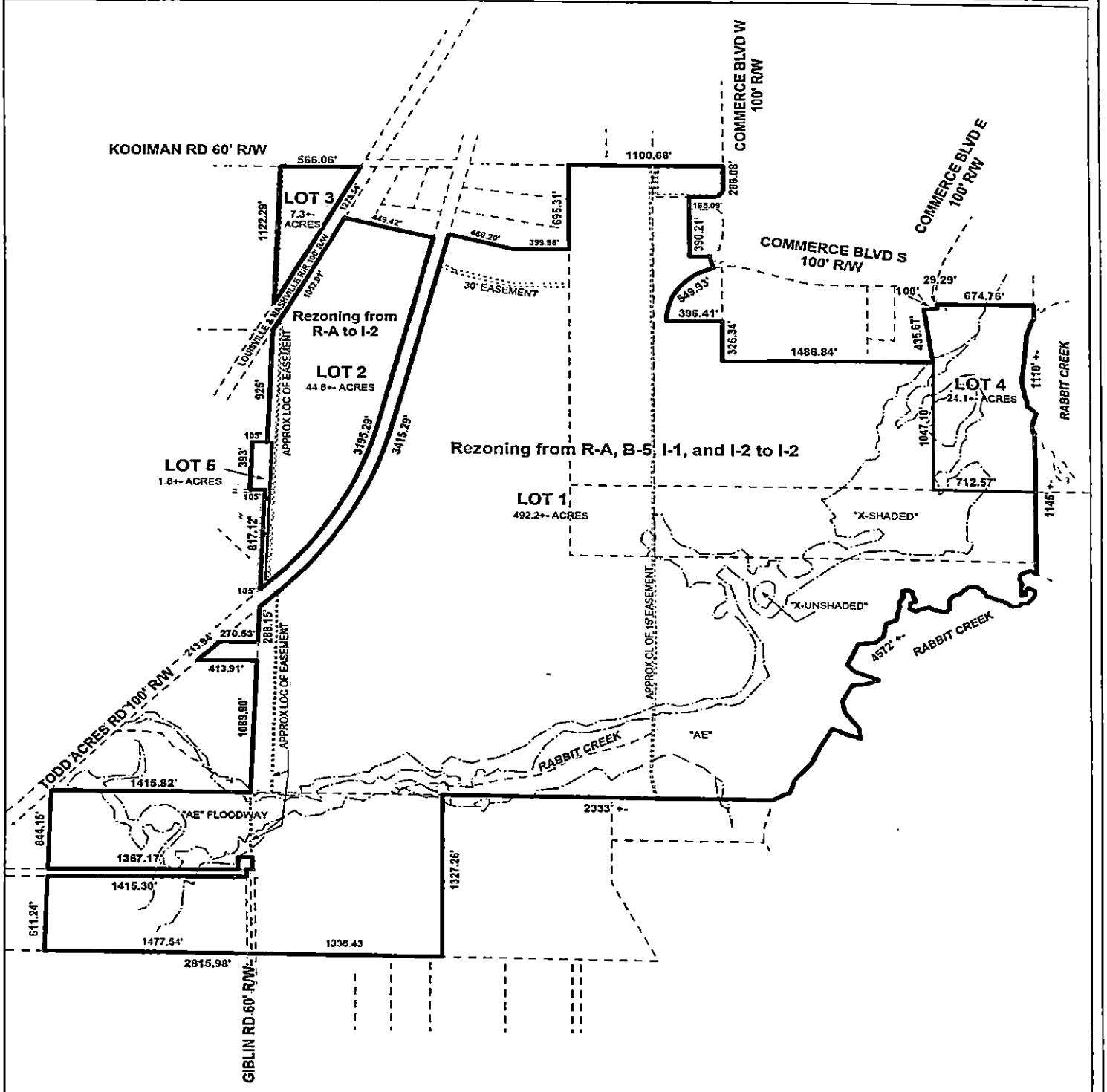
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, flood zone, and easements.

APPLICATION NUMBER 8 DATE October 20, 2022

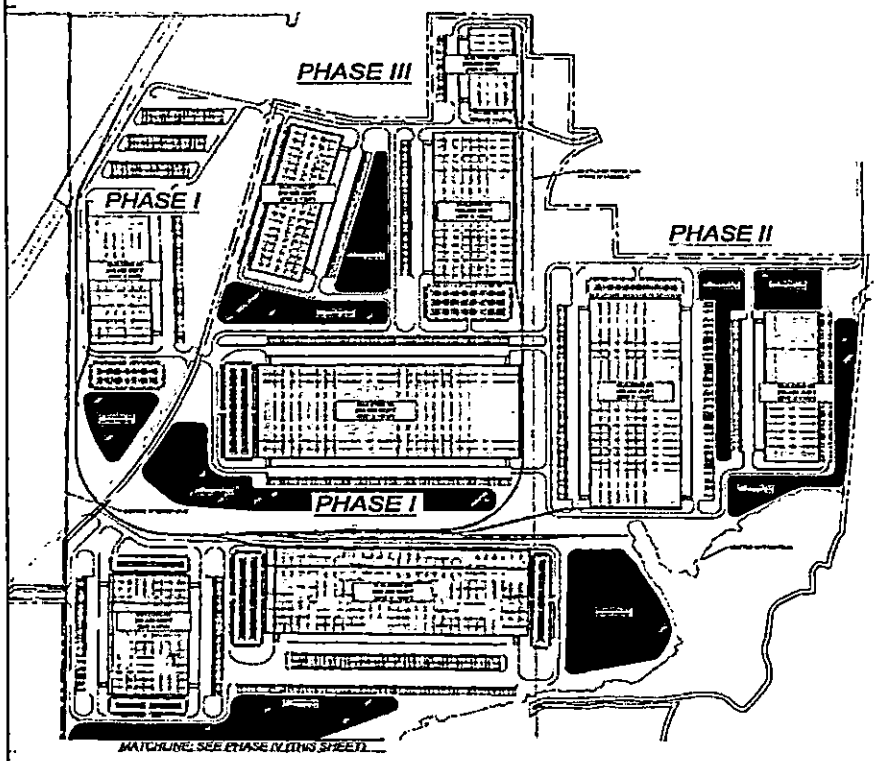
APPLICANT Todd Acres Industrial Park Subdivision

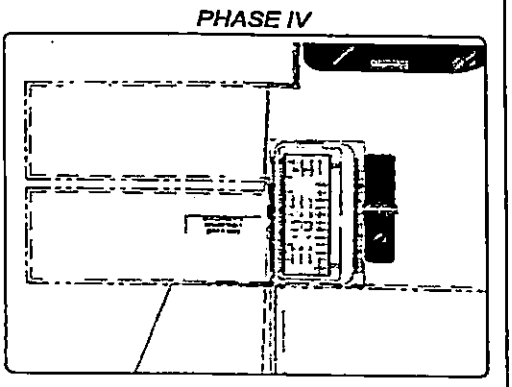
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN





APPLICATION NUMBER 8 October 20, 2022

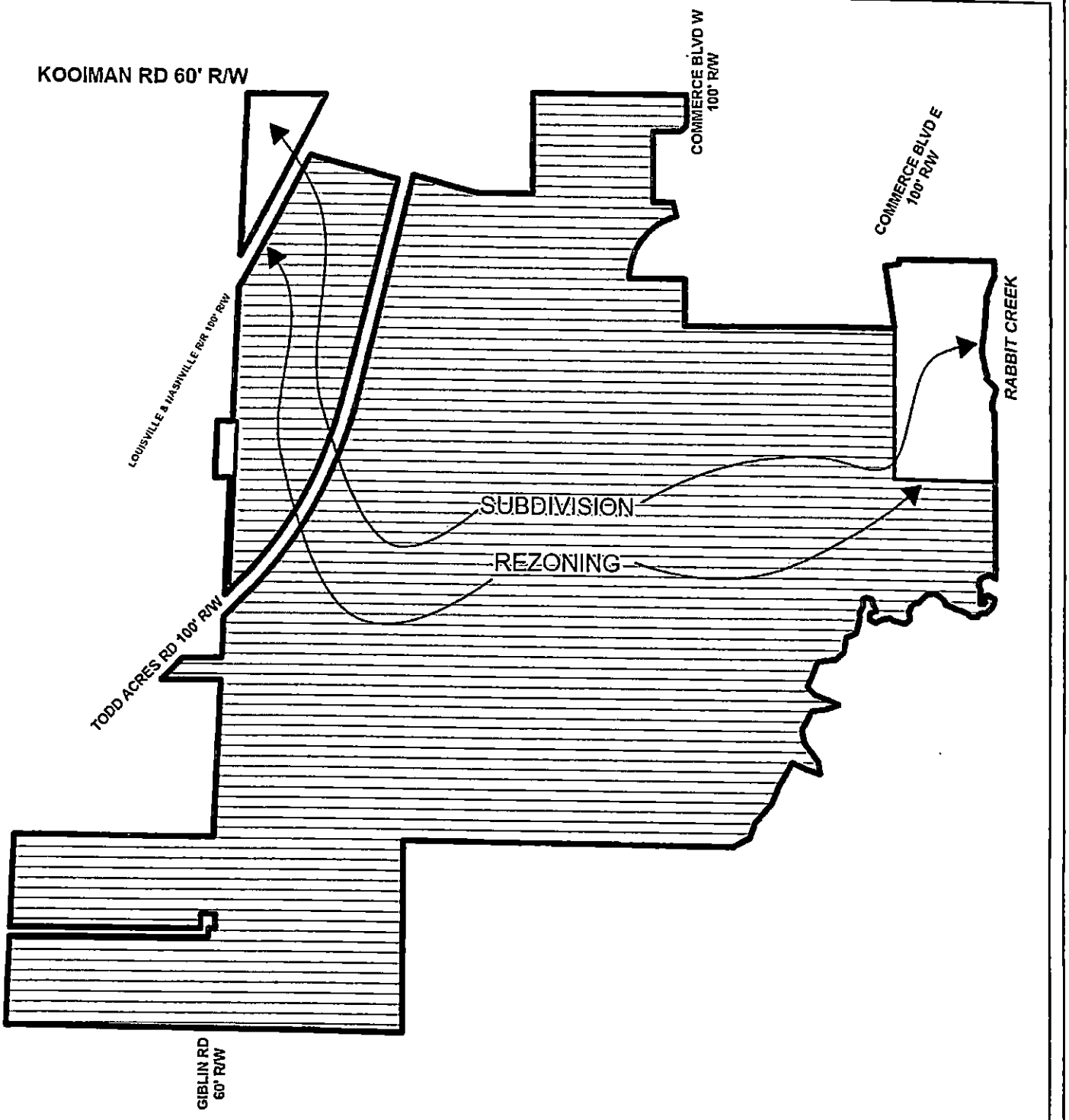
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 3:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Longa	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:00 PM

CITY CLERK'S DEPARTMENT
2022 DEC -8 PM 4:33

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Valerie Longa Date: 12/8/22

Address: 700 Government St. Mobile, AL 36602

Phone: 251-545-3306 Email: vlonga@mplonline.org

Date to Address City Council: December 20, 2022

Subject (must complete): MPL is celebrating its 120-Year Anniversary. To wrap up the year we will have a History Exhibit on display from mid-December through January 10.

Specific Questions: No Questions

Signature: Valerie Longa

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Howard	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:01 PM

CITY CLERK DEPARTMENT
2022 DEC 13 PM 4:01

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Jeremy Howard Date: 12/13/22

Address: 3018 Pierpoint Dr 36606

Phone: 251·391·9030 Email jrocksem@gmail.com

Date to Address City Council: 12/20/22

Subject (must be completed): Seek funding for Bowl Game at Ladd People Stadium January 28th. High School Game

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Robertson	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:02 PM

CITY CLERK DEPARTMENT
2022 DEC 15 AM 9:08

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Charles Robertson Date: 12/15/22

Address: 5816 Hanging Moss Ct 36609

Phone: 251·509·7227 Email boorddeer1546@gmail.com

Date to Address City Council: 12/20/22

Subject (must be completed): Speak about the negative affects on the children as well as the Councils "Yes Votes" for the marijuana dispensary.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmembers Penn, Carroll and Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	12/2/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 2:28 PM

83-068 2022

AN ORDINANCE TO AMEND CHAPTER 1 OF THE MOBILE CITY CODE TO ADD NEW ARTICLE III ENTITLED "ALTERATION OF CORPORATE LIMITS."

Sponsored by: Council Members Carroll, Penn and Small

BE IT ORDAINED by the City Council for the City of Mobile, Alabama as follows:

Section One. Chapter 1, of the Mobile City Code 1991 is hereby amended to add a new Article III entitled "Alteration of Corporate Limits" as follows:

1. FINDINGS

A. The decision to increase or decrease the land area of a city is primarily a legislative decision, to be exercised in accordance with the procedures set forth in the Code of Alabama.

B. State law authorizes four different methods by which cities may annex, or increase, the boundaries of its corporate limits:

i. by local legislative act;

ii. by consent of persons owning at least 60 percent of the acreage of the platted or un-platted land to be annexed, Ala. Code §11-42-1 through §11-42-6;

iii. by unanimous consent, as set out in Ala. Code §11-42-20 through §11-42-24; or,

iv. by special election initiated by council resolution. Ala. Code § 11-42-40 through §11-42-88.

C. There are two different methods by which municipalities may de-annex, or reduce, the boundaries of its corporate limits.

i. by local legislative act; or

ii. by resolution of the council as set out in Ala. Code §11-42-200 through §11-42-213.

D. The decision to alter the corporate limits will necessarily involve weighing of benefits and burdens. A key consideration is whether the City will be able to function, i.e., to sustain a reasonable level of service over the long term. To do so, the City must have revenues that meet and exceed its expenses. It is therefore prudent that the council be provided sufficient information to ensure that its decision is informed, transparent, and fact-based.

2. PROCEDURE

A. *Feasibility Study required*. Annexations shall require a feasibility study which shall include the following minimum information:

i. A map of the area being considered for annexation ("study area") that illustrates the existing and proposed boundaries of the corporate limits and police jurisdiction.

ii. A parcel map illustrating the current boundaries of properties in the study area and showing the contiguous parcels within the corporate limits. The following information shall also be provided:

a. Current land use and/or zoning for each parcel (e.g. residential, business, unimproved, parkland or agricultural).
b. Stormwater facilities, water and amp; sewer availability, septic systems.
c. Identification of lands that are environmentally sensitive, wetlands, wildlife habitat, or that contain historic and cultural resources.
d. Identification of all non-conforming uses that will be created by the annexation.
e. Proposed land uses including type and density of residential areas

iii. An inventory of services that are currently being provided to the study area and the identity of the service provider, including utilities, police, fire and 911 emergency response, subdivision approval, building permits and inspections, libraries, parks, trails, and open space.

iv. Identification of services that will be assumed by the City of Mobile and provided and a projected timetable of the provision of such services.

v. Linear feet of public roads, condition of existing streets, and whether such roads have sidewalks or otherwise meet City engineering standards.

vi. Current revenue generated, including taxes, business licenses and other fees.

B. COST BENEFIT ANALYSIS

A cost benefit analysis shall be provided showing whether the City has the current capability to provide services, and the costs of assuming the service over the next fifteen years, including:

i. The projected revenues, taxes, and fees.
ii. The anticipated expenses including expected new employees and equipment for City police and fire, building inspections, public works, stormwater management, libraries, parks and recreational facilities.
iii. The cost of street maintenance, trash and solid waste removal.
iv. The tax consequences to the property owners in the area to be annexed, as well as the property owners within the city, including increased fees for such services planning, zoning and code enforcement.
v. Where assumptions are made, the source data supporting such assumptions shall be provided.

3. OTHER INFORMATION.

Additional information shall be provided showing whether the proposed annexation:

i. will eliminate or avoid creating islands and peninsulas of incorporated territory;
ii. will consolidate overlapping functions of government;
iii. will encourage equitable distribution of community resources and obligations;
iv. will promote efficient delivery of services;
v. will have a negative impact due to the condition of existing roads and habitable structures that are below city standards.

4. DEMOGRAPHICS

Information on projected demographic changes for the city in its entirety shall be provided.

5. COMMUNITY MEETINGS

A. In order to actively seek public participation and maximize public input, the Council and or the Administration will conduct a community meeting in each of the seven council districts (the "Community Meetings").

B. The Community Meetings will be held at a time and place determined by the Council and/or the Administration; provided, however, all Community Meetings shall begin no sooner than 5 p.m. except when requested by a significant number of citizens to hold the meeting during regular business hours.

C. Community Meetings will be open to the public so that all citizens may provide comments about the proposed annexation.

Section Two. This ordinance shall be in full force and effect on and after its adoption and publication as required by law.

Adopted:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2022 - 10:17 AM

Sponsored by: Council Members Carroll, Penn and Small

RESOLUTION TO PROPOSE STUDY OF "ALTERATION OF CORPORATE LIMITS."

BE IT RESOLVED by the City Council for the City of Mobile, Alabama as follows:

1. FINDINGS

A. Annexation increases the land area of a city according to the procedures set out in the Code of Alabama.

B. State law authorizes four different methods by which cities may annex, or increase, the boundaries of its corporate limits:

   i. by local legislative act;

   ii. by consent of persons owning at least 60 percent of the acreage of the platted or un-platted land to be annexed, Ala. Code §11-42-1 through §11-42-6;

   iii. by unanimous consent, as set out in Ala. Code §11-42-20 through §11-42-24; or,

   iv. by special election initiated by council resolution. Ala. Code § 11-42-40 through §11-42-88.

C. There are two different methods by which municipalities may de-annex, or reduce, the boundaries of its corporate limits.

   i. by local legislative act; or

   ii. by resolution of the council as set out in Ala. Code §11-42-200 through §11-42-213.

D. The decision to alter the corporate limits will necessarily involve weighing of benefits and burdens. A key consideration is whether the City will be able to function, i.e., to sustain a level of services comparable to existing services. To do so, the City projected revenues should meet or exceed projected expenses. It is therefore prudent that the council decision is informed, transparent, and fact-based.

2. PROCEDURE

A. *Feasibility Study required.* Annexations require a feasibility study which shall include the following minimum information:

i. A map of the area being considered for annexation ("study area") that illustrates the existing and proposed boundaries of the corporate limits and police jurisdiction.

ii. A parcel map illustrating the current boundaries of properties in the study area and showing the contiguous parcels within the corporate limits. The following information shall also be provided:

   a. Current land use for each parcel as provided in the tax assessment records of the Mobile County Revenue Commissioner (e.g. residential, business, unimproved, parkland or agricultural).

   b. Areas serviced by MAWSS

   c. FEMA Flood Maps for the study area

iii. An inventory of services that are currently being provided to the study area and the identity of the service provider, including police, fire and 911 emergency response.

iv. Identification of services the City of Mobile will provide and a projected timetable of the provision of such services.

v. Miles of public roads in study area

Current revenue generated, including taxes and business licenses

B. COST BENEFIT ANALYSIS

A cost benefit analysis shall be provided showing whether the City has capability to provide services, and the estimated costs of assuming the service over the next ten years, including:

i. The projected revenues, taxes, and fees.
ii. The anticipated expenses including expected new employees and equipment for City police and fire, building permits, and stormwater management.
iii. The cost of street maintenance, trash and solid waste removal.
iv. The tax consequences to the property owners in the area to be annexed, as well as the property owners within the city.
v. Where assumptions are made, the source data supporting such assumptions shall be provided.

3. OTHER INFORMATION.

Additional information shall be provided showing whether the proposed annexation:

i. will eliminate or avoid creating islands and peninsulas of incorporated territory;
ii. will consolidate overlapping functions of government;
iii. will encourage equitable distribution of community resources and obligations;
iv. will promote efficient delivery of services;
v. will have a negative impact due to the condition of existing roads and habitable structures that are below city standards.

4. DEMOGRAPHICS

Information on projected demographic changes for the city in its entirety shall be provided.

5. COMMUNITY MEETINGS

A. In order to actively seek public participation and maximize public input, the Council may, on the request of the council representative for that district, schedule and conduct a district community meeting on the proposed annexation. (the "Community Meetings").

B. The Community Meetings will be held at a time and place determined by the Council..

C. Community Meetings will be open to the public so that all citizens may provide comments about the proposed annexation.

Section Two. This resolution shall be effective upon adoption.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to STONS Inc for one year subscription to Monday.com workflow management software for MPD Cyber.
General fund.

Amount of Contract:

$49,476.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221208 STONS Agenda Package POs	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2777	2023	(1545) POLICE CYBER DIVISION	ONE YEAR SUBSCRIPTION FOR MONDAY.COM WORKFLOW MANAGEMENT SOFTWARE FOR MPD CYBER (GSA CONTRACT)	$49,476.00	(297526) STONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002777-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	297526				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE PER GSA #GS35F153GA. THIS IS FOR YEAR 2 OF A 3 YEAR CONTRACT. ATTN: AMIR SHALEV			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Monday.com ent seats Y2 Dec 25,22 -Dec 24,2023 Software renewal for collaboration software application (cloud based subscription service). Monday.com Work OS - Enterprise Plan 120 Seats 36 month renewal, payable annually. Includes annual tutorial 6-Hours of Training; Customer Service Plan Gold Package; YEAR 2 AMOUNT DUE PER QUOTE. Customer success plan Gold Package_Included Vendor Item Inventory Item/Loc 1723	140.00 EACH	353.40000	49476.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			49476.00

Bill To	Requisition 00002777-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STONS INC	GULF COAST TECHNOLOGY CENTER
2035 LINCOLN HIGHWAY	455 ST LOUIS ST. SUITE 2300
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#6468755499	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	297526				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 49476.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	49476.00	
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	12/07/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	12/07/22	DONALD ROSE	Auto approved by: 9105fola
Approved	12/07/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/07/22	KAREN NAMAN	Auto approved by: 9105fola
Approved	12/07/22	JOHN PAINE	Auto approved by: 9105fola
Approved	12/07/22	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	12/07/22	ANNE FOLEY	

Bill To	Requisition 00002777-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	297526				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATIONTECHNOLOGYSCHEDULEPRICELIST

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 GSA *Advantage!*® is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):
• Ancillary Financial Systems Software
• Application Software
• Communications Software
• Core Financial Mangement Software
• Electronic Commerce (EC) Software
• Large Scale Computers
• Microcomputers
• Operating System Software
• Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
• Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 28, 2016 through December 27, 2021

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR:

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

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

SIN	DESCRIPTION
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL NUMBER	LOWEST PRICED
511210	E06KVLL	$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: $500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. DUNS NUMBER: 079519700

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The **TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However,** the **TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called “Warranty Start Date”) specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use
for the particula least 60 days must be given in accordance with FAR
12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance Services (SIN 54151)

_____

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
PROMPT PAYMENT DISCOUNT, IF APPLICABLE,SHALL BE SHOWNON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) t

's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall insert the discounted pricing for right-to-copy licenses = None

USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mike Hoffman Equipment Services Inc for concrete demolition, removal, replacement for fuel leak identification and repair at City Garage fuel station.
Capital fund.

Amount of Contract:

$48,989.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221208 Hoffman2 Agenda Package POs	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2960	2023	(2050) FLEET MANAGEMENT-GARAGE	CONCRETE DEMOLITION, REMOVAL, REPLACEMENT FOR FUEL LEAK IDENTIFICATION AND REPAIR AT CITY GARAGE FUEL STATION (PUBLIC WORKS UNDER $50K, SAFETY AND ENVIRONMENTAL EMERGENCY REMEDIATION)	$48,989.00	(85814) MIKE HOFFMAN EQUIPMENT SERVICES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00002960-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/08/22	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	BREAK OUT AND DISPOSE OF CONCRETE AROUND GASOLINE TANK #2 SUBMERSIBLE PUMP. EXCAVATE TO TANK TOP AND INSTALL NEW FIBERGLASS CONTAINMENT SUMP WITH NEW 1 1/2 HP SUBMERSIBLE PUMP. FURNISH AND INSTALL NEW 42" MANHOLE BOX AND REPLACE CONCRETE WITH 4000 PSI CONCRETE WITH #5 REBAR BOTH WAYS. **IF LEAK IS BEYOND 6 FT X 6 FT AREA OF EXCAVATION COST OF REPAIR WILL BE DETERMINED AT THAT TIME** AS PER YOUR QUOTE 220712-67 DATED 12-7-2022.	1.00 EACH	48989.00000	48989.00

Additional Description Notes

BREAK OUT AND DISPOSE OF CONCRETE AROUND GASOLINE TANK #2 SUBMERSIBLE PUMP. EXCAVATE TO TANK TOP AND INSTALL NEW FIBERGLASS CONTAINMENT SUMP WITH NEW 1 1/2 HP SUBMERSIBLE PUMP.
FURNISH AND INSTALL NEW 42" MANHOLE BOX AND REPLACE CONCRETE WITH 4000 PSI CONCRETE WITH #5 REBAR BOTH WAYS.
IF LEAK IS BEYOND 6 FT X 6 FT AREA OF EXCAVATION COST OF REPAIR WILL BE DETERMINED AT THAT TIME

1	2000.80.00.0000.0000.0000.0000.0000.42140.			
E	C0648 .NONCONTRCT. .			48989.00

Bill To	Requisition 00002960-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/08/22	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 48989.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0648	.NONCONTRCT.	.	48989.00	573506.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	48989.00	
CAPITAL IMPROVEMENTS FUND EXP	MISCELLANEOUS SERVICES	

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

Activity	Date	Clerk	Comment
Approved	12/08/22	BRENDA RHODES	
Approved	12/08/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/08/22	RELYA MALLORY	Auto approved by: 910511034

Bill To	Requisition 00002960-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/08/22	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/08/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	12/08/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	12/08/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	12/08/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	12/08/22	JOHN PAINE			
	Approved	12/08/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Mike Hoffman Equipment Services Inc for furnishing and installation of two new fuel dual-hose dispensers at City Garage.
Capital fund.

Amount of Contract:

$21,005.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221208 Hoffman Agenda Package POs	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2916	2023	(2050) FLEET MANAGEMENT-GARAGE	FURNISH AND INSTALL TWO NEW FUEL DUAL-HOSE DISPENSERS AT CITY GARAGE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$21,005.00	(85814) MIKE HOFFMAN EQUIPMENT SERVICES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002916-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/07/22	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PRICING AS PER SOURCEWELL COOPERATIVE CONTRACTS 092920-DVR FOR DOVER FUELING SYSTEMS AND 022217-SYS FOR SYNTECH FUELING SYSTEMS			
001	FURNISH AND INSTALL NEW DISPENSERS ON THE GASOLINE ISLAND AT THE MAIN GARAGE AT 770 GAYLE STREET Additional Description Notes FURNISH AND INSTALL NEW DISPENSERS ON THE GASOLINE ISLAND AT THE MAIN GARAGE AT 770 GAYLE STREET VENDOR TO PROVIDE 2 EACH WAYNE3/G7242D/ ELECTRONIC SINGLE INDUCTION DUAL HOSE DISPENSERS 4 HOSE ASSEMBLYINCLUDING HOSE, NOZZLE AND BREAKAWAY SWIVEL 2 EACH LABOR TO INSTALL NEW EQUIPMENT SHIPPING AND HANDLING	1.00 EACH	21005.00000	21005.00
1	2000.80.00.0000.0000.0000.0000.0000.42140. E C0648 .NONCONTRCT. .			21005.00

Bill To	Requisition 00002916-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/07/22	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21005.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0648	.NONCONTRCT.	.	21005.00	573506.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	21005.00	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	12/07/22	BRENDA RHODES	
Approved	12/07/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/07/22	RELYA MALLORY	Auto approved by: 910511034

Bill To	Requisition 00002916-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 3

Vendor

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
IRBY@CITYOFMOBILE.ORG

Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/07/22	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/08/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	12/08/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	12/08/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	12/08/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	12/08/22	JOHN PAINE			
	Approved	12/08/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

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Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dover Fueling Solutions Inc., 3814 Jarrett Way, Austin, TX 78728 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

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promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/2/2020 | 3:20 PM CST

Dover Fueling Solutions Inc.

DocuSigned by:
By: Robert Hayes
C0BF425979184F4...

Robert Hayes
Title: Domestic Sales Manager
Date: 12/8/2020 | 1:36 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 12/8/2020 | 1:54 PM CST

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name:	OPW Fuel Management Systems
Address:	6900 Santa Fe Drive Hodgkins, IL 60525
Contact:	Bobby Hayes
Email:	Robert.Hayes@OPWGlobal.Com
Phone:	770-605-9611
HST#:	

Submission Details

Created On:	Monday August 17, 2020 06:37:22
Submitted On:	Tuesday September 29, 2020 14:58:38
Submitted By:	Bobby Hayes
Email:	Robert.Hayes@OPWGlobal.Com
Transaction #:	84752865-0336-40bd-b01a-c9e61e8f2a41
Submitter's IP Address:	76.109.17.211

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Dover Fueling Solutions Inc. Bid includes Products from OPW Fuel Management Systems, Wayne Fueling Systems, OPW Retail Fueling and Clearview	*
2	Proposer Address:	3814 Jarrett Way Austin, TX 78728	*
3	Proposer website address:	www.doverfuelingsolutions.com www.wayne.com www.opwfms.com www.opwglobal.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Hayes Domestic Sales Manager Robert.Hayes@DoverFS.Com 770-605-9611	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Hayes Domestic Sales Manager 6900 Santa Fe Drive Hodgins, IL 60525 770-605-9611	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Nesbit Director - Solutions Sales 3814 Jarrett Way Austin, TX 78728 513-545-8528	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Dover Fueling Solutions (DFS) part of Dover Corporation is comprised of the product brands including Wayne Fueling Systems, OPW Fuel Management Systems, Clearview and joining our bid is our Dover Sister company, OPW Retail Fueling. Our combined solutions deliver advanced fuel dispensing equipment, fuel management systems, automatic tank gauging, dispensing hardware, piping and containment solutions to protect the environment and wetstock management solutions to customers worldwide.	*
8	What are your company's expectations in the event of an award?	We would begin by announcing the award of a Sourcewell contract to our existing and potential government customers. Our network of over 500 Distributors would also be notified of the award to assist in the promotion of our solutions. Our expectations are to provide government customers a more streamlined and cost-effective mechanism to purchase our solutions. We expect this will lead to increased sales and market share in this sector.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Dover Corporation SEC Filings Are Attached for review..	*
10	What is your US market share for the solutions that you are proposing?	For OPW FMS Products it is 20 Percent. For Wayne Dispenser Products it is 53 Percent. For OPW Retail Fueling it is 60 Percent for Above Ground Products and 40 Percent for Below Ground Products.	*
11	What is your Canadian market share for the solutions that you are proposing?	For OPW FMS Products it is 30 Percent. For Wayne Products it is 50 Percent. For OPW Retail Fueling it is 50 Percent for Above Ground Products and Below Ground Products. For Clearview it is less than 5 Percent.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DFS is best described as a manufacturer. We have a sales force that actively solicits business on our behalf. We sell to a network of over 500 Distributors in the United States and Canada who resell, install and service our products. These companies and their employees are not employed by DFS.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	OPW FMS is an ISO 9001 certified manufacturer. Many of our products are certified to Underwriters Laboratory (UL) and UL Canada standards, Electrical Testing Labs (ETL) standards, Payment Card Industry (PCI) requirements, National Work Group and International Electrotechnical Commission. OPW Retail Fueling certifications include ISO9000, UL and UL Canada and ATEX. Wayne certifications include ISO 9001, UL and UL Canada, Met Labs, National Conference on Weights and Measures/NTEP, Measurement Canada and the Federal Communications Commission	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	There has been no suspension or debarment applied to our organization/companies	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	OPW Retail Fueling was awarded the Carolina Star Award	*
17	What percentage of your sales are to the governmental sector in the past three years	For OPW FMS 25 Percent of sales are to the government sector. For Wayne Fueling Systems 10 Percent of sales are to government accounts. For OPW Retail Fueling 10 Percent of sales are to government accounts. For Clearview sales to government accounts are less than 5 Percent.	*
18	What percentage of your sales are to the education sector in the past three years	For OPW FMS, Wayne and OPW Retail Fueling 10 Percent of our sales are to the education sector. Clearview sales to government accounts are less than 5 Percent.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our organization does not hold any of these contracts	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our organization does not hold any of these contracts or arrangements	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Fort Worth	Randy Rendon	817-392-5112	*
College of William & Mary	Tina Sinclair	757-221-1216	*
Dakota County Minnesota	Kevin Schlangen	952-891-7911	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Fort Worth	Government	Texas - TX	Petrovend Fuel Management and Automatic Tank Gauging Hardware and Software Solutions For City's Approximately 35 Fueling Sites	1000 Plus Fueling Transactions Per Day	$200,000	*
State of Utah	Government	Utah - UT	Petrovend Fuel Management with Interface to WEX Network for State of Utah with 120 Sites	1500 Plus Fueling Transactions Per Day	$150,000	*
Massachussets Department of Transportation	Government	Massachusetts - MA	Petrovend Fuel Management for Massachussets DOT's 40 sites	1000 Plus Fueling Transactions Per Day	$100,000	*
Dakota County Minnesota	Government	Minnesota - MN	Petrovend Fuel Management for Seven Sites and Automatic Tank Gauging for 11 Sites	`300 Transactions Per Day and 24 Hour Monitoring of Tanks at 11 Sites	$135,000	*
City of Cleveland Metroparks	Government	Ohio - OH	Petrovend Fuel Management Systems for 21 Sites	500 Transactions Per Day	$140,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	OPW FMS, Wayne Fueling Systems, OPW Retail Fueling and Clearview have 100 Percent sales coverage for the United States and Canada. Our factory sales teams are additionally supported by sales teams that are employed by our Distributor partners. OPW FMS has a sales team that consists of eight direct employees who serve as District Sales Managers who are responsible for sales activities in a multi-state/province region. In addition, OPW FMS has one Manufacturer's Representative company managing sales in one state (Florida). Wayne has a sales team of twelve Regional Sales Managers who are direct employees and are responsible for sales activities in a multi-state/province territory. In addition, Wayne has two manufacturer's representatives providing additional sales coverage for their fleet dispensers and products. OPW Retail Fueling has twelve District Sales Managers who are direct employees covering the U.S. and Canada and are responsible for sales activities in a multi-state/province territory. Additionally, there is on manufacturer's representative group managing sales activities in one state (Florida). Clearview has a team of four Territory Managers covering multi-state/province regions in the U.S. and Canada and are responsible for sales activities in those regions.	*
24	Dealer network or other distribution methods.	OPW FMS, Wayne and OPW Retail Fueling have a complete network of Distributors who sell, install and service our products for the entirety of the United States and Canada. OPW FMS and OPW Retail Fueling key Distributor partners with multi-state operations include Mascott Equipment (Northwest U.S., Alaska and Hawaii), Shields Harper (California), Northwest Pump (Northwest U.S, Alaska and Hawaii), Eaton Sales and Service (Rocky Mountain Region), JF Petroleum Group (East Coast, Midwest, Texas), Adams Tank & Lift (Florida), Spatco (Southeastern U.S.) OScar W Larson (Midwest), Wildco PES (New England and Mid-Atlantic), Minnesota Petroleum, Seneca Corporation (Rocky Mountain Region and Midwest), PD McLaren (Canada), Keller Equipment (Western Canada), Ingersoll Petroleum (Canada). Wayne and Clearview's Distribution Network also includes Distributors with multi-state operations including Mascott Equipment (Northwest U.S., Alaska and Hawaii), Shields Harper (California), Eaton Sales and Services (Rocky Mountain Region), Petroleum Marketers Equipment (California, Nevada, Arizona), Spatco (Southeastern U.S), Adams Tank & Lift (Florida), Oscar W Larson (Midwest),Petro Supply (Mid-Atlantic Region), Minnesota Petroleum, Acterra Group (Rocky Mountain Region), Wildco PES (New England and Mid-Atlantic states), Keller Equipment (Western Canada), PD McLaren (Canada), Ingersoll Petroleum (Canada).	*
25	Service force.	Our companies mainly rely on a network of certified Distributors and Service Companies to provide installation and service for our products. OPW FMS, Wayne OPW Retail and Clearview all have a fully-staffed Technical Support Department/Help Desk that can be reached via phone or email that provide support to Distributors and End-Users. OPW FMS, Wayne and Clearview also have remote personnel providing support to our Distributors and Service companies. OPW FMS has one remote support person, Wayne has nine regional service managers and OPW Retail Fueling has two people. Additional factory personnel are also available to provide field support as required.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our companies all maintain Technical Support/Help Desk support that is available for our Distributors and End-Users. This support is generally utilized for troubleshooting hardware issues with certified Technicians and software issues with end-users. This support is available via phone or email. Our Distributors response times can vary; but as a general rule sites that are down are serviced within 24 hours. Our companies encourage Distributors to maintain adequate spare parts to immediately service sites that are down. OPW FMS and OPW Retail Fueling offer Quick Ship options with Next Day Air Shipments in support of our Distributor commitment to provide excellent customer service in the event sites are down.	*

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our companies are able to provide products and services with the support of our Distributor partners in all 50 U.S. states.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our companies are able to provide products and services with the support of our Distributor partners in all Canadian provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our companies are able to provide coverage in all of the United States and Canada	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our companies will be able to serve all participating Sourcewell entity sectors	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our organizations will proactively market a Sourcwell award. The award would be promoted at National, Regional and Local Trade Shows where our companies exhibit. We would also promote the award in meetings with Distributors and potential customers in the government, education and non-profit sectors. In addition, the award would have prominent placement in online and print publications where we advertise that are read by government agencies. The award would also be announced and have placement on company websites and social media platforms including Facebook, LinkedIn, Instagram and Twitter..	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	All of the Dover companies utilize social media platforms including Facebook, Twitter, Instagram and LinkedIn to market our products and services. If awarded a Sourcewell contract, we would utilize those platforms to promote the contract along with our products and services to the government, education and non-profit membership..	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While we would appreciate any promotion of a Sourcewell contract award; we believe it is incumbent on our sales and marketing organizations to promote the contract award. Our organizations will integrate promotion of a Sourcewell award into our day-to-day sales activities. It would be promoted at National, Regional and Local Trade Shows where our companies exhibit. We would also promote the award in meetings with Distributors and potential customers in the government, education and non-profit sectors. The award would also have prominent placement in online and print publications where we advertise that cater to government agencies. The award would also be announced and have placement on company websites and social media platforms	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, our products are not available for purchase through an e-procurement process but are considering future integration of e-procurement systems	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training for OPW FMS, Wayne and Clearview software products is generally provided by the company's training personnel; in some cases this may be provided by certified Distributor trainers. This is included in the cost associated with projects and is normally required.	*
37	Describe any technological advances that your proposed products or services offer.	OPW FMS has introduced our new Cloud-Based software solution for Petrovend Fuel Control Systems in addition to existing PC and Server Based solutions. OPW FMS has also introduced the Automatic Vehicle Identification system which simplifies vehicle installation using wireless technology decreasing installation costs. FMS has also launched an EMV certified solution for accepting Chip Enabled Credit and Fleet Cards. Wayne offers a Fuel Management system that is integrated into the Select Fuel Dispenser; which can eliminate the need for an Fuel Island Terminal and lower installation costs. OPW Retail Fueling has introduced the 14 Series of dripless nozzles which create a cleaner and "greener" fueling experience.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As part of Dover Corporation our companies are part of Dover's commitment to protecting our environment and sustainability. As it relates to our product, Dover is committed to innovation for sustainable products. In our operations we are committed to reducing energy consumption and emissions, limiting waste and environmental compliance. Dover companies are also committed to partnering with environmentally responsible companies as suppliers. In early 2020 Dover began implementing a three year plan to expand our Environmental, Social and Governance disclosure, metrics, goals and governance oversight. Dover has already met 2020 goals for greenhouse gas reduction and energy consumption reduction. Dover plans to publish indices using the Sustainable Accounting Standards Board (SASB) reporting framework and key Global Reporting Initiative (GRI) indicators. Dover is committed to focusing on and making progress against ESG metrics and targets that are material to our business.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	OPW FMS certifications for our products include ISO 9001, Underwriters Laboratory (UL), UL Canada, Electronic Testing Labs (ETL), ETL Canada, National Weights and Measures, Payment Application Data Security Standard/PCI, National Work Group on Leak Detection Systems, Wayne certifications include UL US and Canada, Metlabs for DEF Dispensers, Measurement Canada, Federal Communications Commission. OPW Retail Fueling certifications include ISO 9000, UL US and Canada and California Air Resources Board	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	OPW FMS, Wayne Fueling Systems, OPW Retail Fueling and Clearview have been in the petroleum equipment and services business for over 300 years combined. This history of developing innovative solutions puts our companies in a unique position to work with Sourcewell members. No matter the size of the Sourcewell member, our companies have solutions. For example, OPW FMS offers software solutions for PC-Based, Server-Based and Cloud applications since one size does not fit all. OPW FMS also offers the widest array of Fuel Control solutions from the entry-level PV100 to an EMV compliant system. OPW Retail Fueling also offers a wide selection of products designed to meet EPA or individual state requirements. There are also products designed specifically for the climate they will be installed in, a good example is OPW's cold weather nozzle options sold predominantly in Canada. Wayne offers a complete line of dispensers for fleet and commercial applications; with both mechanical and electronic options. Wayne's integrated iX Fleet system combines a dispenser and fuel management system.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	OPW FMS system purchases include a One Year Parts and Labor Warranty from date or purchase, not to exceed 15 months. Extended warranties are also available for these systems. Wayne products warranty is One Year Parts and Labor from date of installation; not to exceed 18 months from date of factory invoice. OPW Retail Fueling Products standard warranty for products is one year with the exception of Flexworks piping products which carry a ten year warranty. There is no labor warranty on OPW Retail Fueling Products.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes; our warranties require installation by certified companies and technicians. There are additional limitations including damage caused by acts of God, natural disasters, abuse/neglect, improper installation, etc.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	OPW FMS system and Wayne Dispenser purchases cover technicians travels time and mileage for warranty repairs.. OPW Retail Fueling purchases do not offer travel and mileage coverage. Clearview is a cloud-based software that does not require technicians to travel to sites.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	OPW FMS, Wayne and OPW Retail Fueling have complete coverage in the United States and Canada. Sourcewell entities will be provided a list of warranty providers for all of our products.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our companies do not cover warranty service for items made by other manufacturers; these would be passed to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	OPW FMS offers upgrade programs for our hardware and software solutions.	*
48	Describe any service contract options for the items included in your proposal.	OPW FMS does offer extended warranty options for system purchases. There are no service contract options available from the Dover companies.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms for OPW FMS, Wayne and OPW Retail are Net 30. Since we sell through Distribution; their payment terms to Sourcewell entities may vary.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Since our sales are through Distribution these options would be handled by them. Most Distributors have financing or leasing options through companies including Tandem Finance and Ascentium Capital.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders obtained off the Sourcewell contract for OPW FMS, Wayne and OPW Retail would be assigned a special code Distribution would use when placing Purchase Orders. This allows our companies to track sales and report to Sourcewell on a quarterly basis, Clearview orders would likely be placed directly by the Sourcewell member and also tracked via a special code for reporting purposes.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Our companies do not accept this card for payment; but since our sales are primarily through Distribution some may accept the P-Card	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our companies utilize a List Pricing model. Discounts may vary across product categories..	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing for OPW FMS, Wayne and OPW Retail is a discount off List Price of 10 Percent for Sourcewell members purchasing products in the United States. Pricing for OPW FMS, Wayne and OPW Retail is a discount off List Price of 10 Percent for members purchasing products in Canada. Clearview pricing would be non-standard and need to be priced per opportunity.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	OPW FMS will offer a 12 Percent Discount Off List Price on orders of 10 Systems or more. All of our companies would like the ability to increase our discounts on a per case basis for large opportunities.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This pricing would need to be quoted per request.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Product installation is not included in our RFP response. Installation is quoted by our Distributor partners on a site-by-site basis. Freight will also be added to most Distributor invoices.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be added in most sales by our Distributor partners since we do not sell direct and add freight to Distributor invoices. OPW Retail Fueling does prepay freight for orders exceeding $7500.00.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping policies apply for OPW FMS and OPW Retail; most are made via an LTL carrier or UPS depending on size, weight, etc. Customer Service Departments work with freight forwarders for Canadian shipments and conform with all documentation requirements. For shipments to Alaska or Hawaii, Wayne ships dispensers to a port closest to destination in the lower 48 states.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our companies make the effort to minimize freight charges for our Distributors and End-Users by combining shipments and utilizing our buying power as part of Dover Corporation to minimize freight charges.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our proposal will include discounted pricing as part of our Sourcewell bid. OPW FMS Systems, Wayne Fleet Fueling Products and OPW Retail Fueling Products will all be offered at 10 Percent off list price. will be offered at 10 Percent off list price. We would like to have the opportunity to offer larger discounts for big projects.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell orders for OPW FMS, Wayne and OPW Retail will be placed by our Distributor partners who then sell to Sourcewell members. Sourcewell orders will be audited internally to ensure Distribution receives the correct pricing and we will also contact membership to ensure they were invoiced at the contracted pricing. All Sourcewell orders will receive a "Coupon Code" for internal tracking, ensuring accurate tracking of sales and administrative fee to be paid to Sourcewell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed fee is two percent of sales under the Sourcewell contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As part of Dover Fueling Solutions proposal we are offering products from OPW Fuel Management Systems, Wayne Fueling Systems, Clearview and OPW Retail Fueling. OPW FMS products include the Petrovend line of Fuel Control hardware and software and the OPW suite of Automatic Tank Gauging solutions. Wayne Fueling offers a complete line of fleet/commercial fueling dispensers and the integrated iX Fleet Fuel Management System. Clearview provides industry leading wetstock management cloud solution that includes modules for environmental compliance, alarm management, flow rate analysis, reconciliation and other additional features. OPW Retail Fueling offers a complete line of above ground and below ground fuel site products. Above Ground products include Nozzles, Swivels, Breakaways and storage tank hardware. Below Ground solutions include piping, sumps and containment to protect against fuel products contaminating the environment.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet and Related Fuel Management Systems Underground Fuel and Fuel Storage	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Aboveground fuel and fluid storage tanks	(•) Yes ( ) No	Our bid includes offerings for OPW AST Hardware, OPW FMS's Petrovend Fuel Control Systems Electronic Tank Gauging and Clearview Wetstock Management Software	*
67	Fuel and fluid hardware	(•) Yes ( ) No	OPW FMS offers the line of Petrovend Fuel Control equipment and Automatic Tank Gauging Products. Wayne offers commercial fleet dispensers and iX Fleet Integrated Fuel Management. OPW Retail offers a full line of dispensing equipment including nozzles, swivels and breakaways. A full-line of underground containment products are offered including piping and sumps.	*
68	Fuel and fluid management software	(•) Yes ( ) No	Our offerings include Petrovend Fuel Management Systems, Wayne iX Fleet Dispensers and Clearview Wetstock management. Within these offerings there are PC-Based, Server Based and Cloud Based Solutions	*
69	Installation, testing, maintenance or repair services	(•) Yes ( ) No	Most of these functions are handled by our Distributor and Service Network. To support this network each company has Technical Support/Help Desk available to assist Distributors or End-Users.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Utilizing coupon codes and other internal metrics our companies will track sales to Sourcewell members to measure contract sales and growth in the government, education and non-profit sectors.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	OPW FMS and Wayne solutions for fuel management systems and dispensers includes locks to prevent unauthorized access to key hardware and communications components. OPW FMS, Wayne and Clearview software products require unique user names and passwords to access software products..	*
72	Describe how you will secure any participating entities' data captured during transactions.	OPW FMS and Wayne systems mainly utilize PC and Server-Based software solutions installed on customer's PCs or Servers . Our companies do not capture data during a fueling transaction; this is maintained at the site level. If a customer chooses an OPW FMS solution that communicates with a Bank Card or Fleet Card network; our FSC 3000 is PCI certified and we also offer an EMV Solution for further protection of cardholder data.	*
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	OPW FMS Automatic Tank Gauges provide environmental compliance for USTs and inventory solutions for ASTs and USTs. These solutions also offer configurable temperature compensation to more accurately reflect inventory and delivery information. The OPW FMS Automatic Vehicle Identification system uses RFID/Wireless technology to allow fueling without a driver interacting with a Fuel Island Terminal and can capture vehicle mileage and engine hours automatically. OPW Retail Fueling offers a wide range of hanging hardware options; including hi-flow products to shorten fueling times for vehicles and equipment.	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	As it relates to environmental practices all of our companies work to create hardware and software solutions that protect the environment. OPW FMS offers a line of Automatic Tank Gauging products that can detect leaks in tanks, fuel piping and under dispensers thus preventing major environmental releases. OPW Retail Fueling manufactures above ground and below ground products that stop environmental releases including utilizing double-wall piping and containment solutions.	*
75	Describe how your organization meets all relevant environmental regulations.	As part of Dover Corporation our companies are part of Dover's commitment to protecting our environment and sustainability. As it relates to our products and process, Dover is committed to innovation for sustainable products. In our operations we are committed to reducing energy consumption and emissions, limiting waste and complete environmental compliance. Dover companies are also committed to partnering with environmentally responsible companies as suppliers. In early 2020 Dover began implementing a three year plan to expand our Environmental, Social and Governance disclosure, metrics, goals and governance oversight. Dover has already met 2020 goals for greenhouse gas reduction and energy consumption reduction. Dover plans to publish indices using the Sustainable Accounting Standards Board (SASB) reporting framework and key Global Reporting Initiative (GRI) indicators. Dover is committed to focusing on and making progress against ESG metrics and targets that are material to our business. Our companies adhere to all federal, state and local environmental regulations and participate in recycling programs.	*
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Dover Corporation - 2019 Financials.pdf - Tuesday September 22, 2020 08:51:50
- Marketing Plan/Samples - Sourcewell - Marketing Documents.zip - Tuesday September 29, 2020 10:08:53
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell- Terms and Condtions - Warranty Information.zip - Tuesday September 29, 2020 13:38:28
- Pricing - Sourcewell - OPW FMS - Wayne - OPW Retail Pricing.zip - Tuesday September 29, 2020 10:15:00
- Additional Document - OPW Retail Fueling - Star Award.pdf - Tuesday September 29, 2020 13:42:27

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Hayes, Domestic Sales Manager - U.S. and Canada, Dover Fueling Solutions

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	☑	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	☑	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	☑	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	☑	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	☑	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	☑	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	☑	2

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Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

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promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 12/2/2020 | 3:40 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 12/3/2020 | 11:49 AM CST

Syn-Tech Systems, Inc.

DocuSigned by:
By: D. Shane Smith
3A5F1285DE8C4A8...

D Shane Smith
Title: Vice President Sales & Marketing

Date: 12/3/2020 | 11:39 AM CST

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name:	Syn-tech Systems, Inc.
Does your company conduct business under any other name? If yes, please state:	FL
Address:	100 Four Points Way TALLAHASSEE, FL 32305
Contact:	Nathan Matthews
Email:	nathan.matthews@myfuelmaster.com
Phone:	850-878-2558 1005
Fax:	850-878-2558
HST#:	59-2862052

Submission Details

Created On:	Tuesday August 25, 2020 15:37:09
Submitted On:	Tuesday September 29, 2020 14:33:44
Submitted By:	Nathan Matthews
Email:	nathan.matthews@myfuelmaster.com
Transaction #:	1452056c-9dfa-4409-bfa6-4c8178e71707
Submitter's IP Address:	63.148.217.19

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Syn-Tech Systems, Inc.	*
2	Proposer Address:	100 Four Points Way Tallahassee, FL 32305	*
3	Proposer website address:	www.myfuelmaster.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan A. Matthews Program Manager nathan.matthews@myfuelmaster.com 850-878-2558 x1005	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Syn-Tech Systems (Syntech) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 8,000 customers. Its reputation as the best supplier in its market segment is evidenced by its ability to acquire and maintain thousands of customers & fueling locations. The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows: 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG TERM relationships with its customers. 3. The company is based around successful LONG TERM relationships with its employees, vendors, and professionals. 4. All personnel understands the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all of its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.	*
8	What are your company's expectations in the event of an award?	Syntech was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been highly successful in serving the Sourcewell Governmental client base. Thru Fiscal Year 2019 Syntech has executed two contracts resulting in sales with a value over $10.8 million. Syntech's current rate of R&D expenditures is at the very top of its industry, (R&D to sales ratio of 20%) which will lead to the release of numerous new products and technologies over the short & medium time scales.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Syntech has outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts: • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 8,000 current customers and has installed over 25,000 Island Computer Systems. • The company has an independent audit performed by PriceWatterhouseCoopers for 30 consecutive years with no audit qualifications. (2019 Audit Attached) • The company has accumulated retained earnings of $16,543,697 thru 8/31/2020. • The company was granted $2.7 million in PPP funds but returned all of the money voluntarily.	*
10	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~34.3%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76%.	*
11	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Syntech has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Syntech is best described as a manufacturer or service provider. Syntech follows a unique approach to marketing by employing a large direct sales force to assist distributors and communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to a very high Customer Satisfaction Index of around 95%, which has been measured for twenty two consecutive years using the same survey methodology. See attached “2020 SALES MAP with Canada” document for a complete breakout of sales regions across the United States and Canada. In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer. Internal sales force are Syntech Employees, distributor network are independent companies that sell our products and services.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC) See attached “Safety-EMC-EMI Certifications” document for a complete listing of hardware certifications. In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network. Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 - World's Greatest Fuel Management Company Serving over 8,000 customers from the U.S. Government and Fortune 500 companies, to your local municipalities and schools, Syntech Systems was awarded the World's Greatest Fuel Management Company by World's Greatest 2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size. 2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements. 2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce. 2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally.	*
17	What percentage of your sales are to the governmental sector in the past three years	81% of sales were made to customers in the governmental sector over the past three years.	*
18	What percentage of your sales are to the education sector in the past three years	14% of Syntech's sales were made to customers in the education sector over the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has state, provincial, or cooperative purchasing contracts with the following entities; sales volume for each over the past three years is also listed: Sourcewell - $5,388,471.00 Texas Buy Board - $646,044.00 Massachusetts Operational Services Division - $0.00	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has a GSA Contract, GS07F9154G, with a sales volume of $149,996.00 over the past 3 years.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	*
City of Winter Park, FL	Luke Bryan	407-599-3593	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

Naval Information Warfare Center / Defense Logistics Agency	Government	District of Columbia - DC	The scope of work is to maintain existing systems to include Preventive Maintenance (PM), Corrective Maintenance (CM), and Site Support under the responsibility of DLA's Central Maintenance Program (CMP). This work provides reliable, cost effective, and well-maintained systems at the fuel facilities for DOD worldwide locations. The systems consist of the Fuel Master FMU2550/2551/3500 series and auxiliary equipment installed by the contractor and documented in their equipment records. Maintenance of these systems requires the support of multiple technicians, help desks, and detailed logistics coordination. The Fuel Management Units (FMUs) are connected to fuel dispensers at the different service stations. This task order includes the electronic and electrical connections within the FMU and the dispenser. Mechanical and electrical connections between the FMU and the dispensers are the responsibilities of the site.	$4,745,019.75 $4,974,621.05 $3,825,916.55	$ 13,545,557.35	*
Department of Homeland Security	Government	District of Columbia - DC	Provide fleet telematics solutions to collect data from 8,805 vehicles across 313 Customs and Border Protection (CBP) locations across the United States, Guam, U.S. Virgin Islands and Puerto Rico. Additional requirements include installation, training and maintenance services on required hardware, software, systems, and equipment after Government acceptance.	$ 6,886,736.50 $ 69,642.26 $ 255,829.81 $ 275,889.15 $ 20,737.55 $ 20,737.55 $ 554,267.71 $ 260,913.19 $ 260,913.19	$ 8,605,666.91	*
North Carolina Department of Transportation (NCDOT)	Government	North Carolina - NC	Provide components for 182 Fuel Management Unit upgrades and 12,000 Automotive Information Modules, FuelMaster software upgrade and upgrade training.	$3,955,301.00	$ 3,955,301.00	*
Arkansas Department of Transportation (ARDOT)	Government	Arkansas - AR	Provide and install a turnkey fuel management system that aids the Arkansas Department of Transportation in the collection of fuel sale and inventory transactions. The system shall be integrated with the district automated tank gauges/tank monitor units (ATG/TMU) where applicable. Additionally, the contractor shall install required network communications infrastructure where required to ensure proper connection to the FMLive enterprise application. Furthermore, the contractor shall provide a fleet telematics solution capable of securing fuel sales transactions and transmitting on-board diagnostic data wirelessly to the fuel management system.	$ 2,583,723.00	$ 258,372.00	*

Ohio Department of Transportation	Government	Ohio - OH	Super Maintenance • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement	$ 82,632.00 $ 416,542.56 $ 497,052.50	$ 996,227.06	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Syntech Systems employs a direct sales force divided into ten regions across the US and Canada each headed by a Regional Sales Manager (RSM) and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and with meeting directly with end users to provide a professional presentation of our products. Additionally the company employs ten sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair, and national accounts. The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department. See attached "2020 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.	*
24	Dealer network or other distribution methods.	As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
25	Service force.	Syntech also employs an in-house team of eight Field Service Representatives, to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When Syntech made the decision to enter the commercial market in in 1987 (see question #7) we realized the distributors and technicians in the industry at that time supported mechnical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Syntech has customers and distributors in all fifty states, is currently providing products and services to all Sourcewell entities within the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Syntech has a UNIQUE STRATEGY to market this contract which it uses for all its existing customers. It involves ENGINEERING UPGRADEABLE MODULES enabling the latest technologies to be implemented without complete system replacement. This results in significant cost savings to existing customers. Beginning in 2014 Syntech initiated R&D for a CLOUD BASED/Syntech HOSTED true real time software Fuel & Data collection system operable at any internet accessible location worldwide. Developed at a cost of over $30 Million, it is marketed as FMLive, and was purchased by the Department of Homeland Security (DHS) and is installed at 313 locations across the United States. Due to its significant financial strength, Syntech was able to fund the entire $30 million out of its operating budget without any borrowing. With Syntech maintaining 8,000 current customers who use the older Legacy Enterprise System, THE UPGRADEABLE MODULES to FMLive present a significant technological and cost opportunity. The total potential market value of this product over the next ten years is expected to be about $64,000,000 per year to the existing customer base, as Legacy users migrate to the Cloud. Sourcewell was utilized by Arkansas DOT to purchase this exact system and has nearly completed a 90+ site installation. The ten year contract value is estimated to be $5.18 Million, and it is expected that many other existing and new customers will also follow this identical path.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategizes are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada. Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED).	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is a priority and with the launch of new web-site technology in 2020 integrating an e-procurement option for our customers is scheduled as a phase 3 effort, with an estimated deployment date in Q2-2021	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 8,000 customers, ensure maximum learning retention. The following proven training scenarios are available: On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles. Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems. Online Customer Training Course (accessible online) – A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customers own pace. Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida at no cost. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.
37	Describe any technological advances that your proposed products or services offer.	At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act. The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected through the FuelMaster Fuel Management Units (FMUs), Remote Data Collection Units (RDCUs), AIM2.4, AIM Titanium, FIT Compass, and bulk fuel tank level gauges. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication. FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. The FMLive system creates a 360-degree data view that will increase the end user's ability to support daily operations. In addition, the FMLive server has provisions that allow for future upgradeability and or integration into the end user's asset and financial management systems. FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers. The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster 4000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with enterprise servers, meaning transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely,

		changes made in the enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved. FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, the FMU provides a wide selection of source media options, providing support for magnetic stripe cards, keypad entry, proximity cards/fobs (see list below for current list of supported formats) as well as proprietary Prokee and AIM devices. HID Standard 26BIT HID Standard 34BIT HID Corporate 1000 - 35BIT HID 36BIT Clock & Data HID 37BIT (w/o Facility Code) HID 37BIT (w/ Facility Code) HID Corporate 1000 - 48BIT With these supported authorization devices, the system provides configurable authorization workflows. The authorization workflow defines what steps must be taken by the operator interacting with the FMU in order to start a transaction (e.g. begin fueling). A workflow is a series of steps that must be followed in order to initiate a fuel sale, the FMLive system supports our proprietary devices like the AIM or Prokee as well as third party media to be the initiator. Central to the FMU is a custom embedded Linux Operating System (OS) that provides the flexibility to keep abreast with emerging technologies. This ensures that the FMU can meet future organizational needs. FMUs are configured to transmit system events, such as: fuel sale transactions, system messages, authorization attempts, inventory and fuel delivery data to the FMLive enterprise server in real-time and provide users with the most up-to-date operational and financial data. Additionally, an audit trail of all systems events and transactions is maintained throughout the system providing administrators the information to accurately trace data from cradle to grave. Systems are designed to withstand shock and vibration from routine use in the field including extreme temperatures of -40 ° F to +140 ° F. The FMU also conforms to National Electric Code (NEC), National Fire Code (NFC), and Confomité Européene (CE) for use in volatile fuel servicing area where fuel vapors may be present. In addition, Syntech's FuelMaster solution provides the capability of integrating Tank Monitoring Units (TMUs) inventory and delivery notifications into the enterprise application. Incorporating fuel tank inventories and deliveries into the application provides the customer with the data necessary to reconcile fuel sale transactions against inventories and provides low fuel level notification, ensuring on-time fuel deliveries. Finally, FMUs have the capability of transmitting transactional and system data to the cloud via the customers local area network either through ethernet or Wi-Fi. However, the recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats. See attached "FMLive Overview" document for more detail.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based-system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows: • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Syntech is a Veteran-Owned Small Business (VOSB) and Woman or Minority Business Entity (WMBE) that employs program/project management, engineering, deployment solutions, as well as, vehicle and logistics personnel with decades of experience. Furthermore, the core leaders of Syntech come from the realms of big business and government sectors, carrying the experience and knowledge of running large scale operations with multiple simultaneous task orders to our operational design.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech: - The company has ~8,000 individual customers worldwide operating ~3.5 million vehicles daily. - The company supports over 20,000 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. - Syntech has the most comprehensive technical support team in the fueling automation industry with ~8,800 units under active maintenance support at ~3,300 unique locations. - Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. - The company has sold and supports ~500,000 AIM Units (Automotive Information Modules) among ~560 different customers including ~18,000 by the Department of Homeland Security.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	The basic warranty for each FuelMaster FMU provides coverage for parts and telephonic labor for a period of one year from date of start-up or fifteen months from date of shipment, whichever occurs first. Each Prokee is warranted against defects in material and workmanship for a period of five years. A toll-free number for technical assistance is also included. This line affords the customer access to product support personnel who will answer questions regarding operation of FuelMaster hardware or software and provide diagnostic capabilities when necessary. Under terms of this agreement, FuelMaster technicians will telephonically diagnose problems, with the assistance of the customer, to determine warrantable conditions, and possible problem solutions. Syntech will replace all defective parts and provide assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that the FuelMaster was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other systems are not designed this way and consequently do not offer warranties comparable to FuelMaster.	*

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All FuelMaster Fuel Management Systems must be initialized to validate the warranty of the equipment. Initialization is the startup, inspection, and tests performed to certify the installation. Initialization can be completed only by a Syntech FuelMaster technician, or a technician who has completed the Syntech FuelMaster Installation School. Final certification must be accomplished jointly by the Customer and Syntech factory trained personnel. When a Prokee or smartcard is inserted after initial power-up, FMUs will prompt the initializing technician to call 1-800-888-9136, ext. 1500, for an activation code. This number connects to Syntech's Customer Satisfaction Center (Help Desk). The caller will be forwarded to a Customer Satisfaction Center (CSC) technician who has a 1-page form to complete before providing the activation code. The caller will be asked pertinent questions about the site and FMU. The CSC technician will need the FMU serial number to generate an activation code. It is very important the FMU is assembled with the correct upper cabinet which matches the pedestal with the serialized ID plate. If not, the activation code will not activate the FMU.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Systems comes standard with a 1-year (or 15 months from shipping date) warranty that covers support and distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise. After the warranty period, Syntech offers three extended maintenance plans with varying levels of support, allowing the customer to choose the best package for their operations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas for which Syntech cannot provide a certified repair technician. The primary method for warranty repairs is to ship replacement parts to the customer to replace with assistance from the CSC. If the Customer is unable to replace the parts, the warranty covers distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Associated equipment including printers, personal computers, and other items not manufactured by Syntech Systems, Inc. are warranted to the extent covered by the original manufacturer. Syntech does warrant the interface of OEM products to all FuelMaster equipment and will assist any customer in further obtaining warranties when it is determined to be appropriate.	*
47	What are your proposed exchange and return programs and policies?	Syntech allows Return or Exchange of FuelMaster parts generally at no charge. Under the maintenance programs, we require that failed parts be returned for analysis and possible repair. Syntech generally provides the customer with a pre-paid shipping container to facilitate this process.	*

48	Describe any service contract options for the items included in your proposal.	Manufacturer's Warranty: Standard Warranty All FuelMaster units come with a manufacturer's warranty of 12 months from installation or 15 months from date of shipment, whichever comes first. This standard warranty provides: • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). Super Warranty The standard warranty on your FuelMaster units can be upgraded to our super warranty level to provide the following additional coverage: • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits as required AIM Module Warranty The basic AIM warranty period that comes standard with purchase for each module is 12 months from the date of shipment and provides: • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement Extended Warranty Plans: There are several support options available to extend your manufacturer's warranty on your FuelMaster units and AIM modules. These extended warranty plans are designed as a way to preserve your investment in FuelMaster. Customers under all support plans are provided with a toll-free number and have access to FuelMaster technicians to assist in operations and diagnostics. Listed below are our extended warranty options: Limited Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • 10% discount on repair parts Standard Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). Super Maintenance • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement See attached "Warranty and Maintenance Plans" document	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We work with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Syntech provides a 10% discount and additional volume discounts on all product categories, except for services, extended maintenance plan and shipping & handling. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS All other products receive the 10% discount, see attached "Detailed Pricing Data" spreadsheet for a list a list of all products offered with discount.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing to Sourcewell participating agencies is represented as a 10% discount from the manufacturer's suggested retail price (MSRP) from all hardware included in the attached Equipment and Services Catalog.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the 10% discount, Syntech will negotiate greater discounts on larger opportunities.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup percentage. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative. A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including: FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped. See page 32 of the attachment "Syntech Equipment and Services Catalog- Effective June 2020"	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcewell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcewell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcewell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders. Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcewell administrative fee, the report is reviewed for accuracy and when approved by the CFO , a check is issued and delivered to Sourcewell along with the quarterly report.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Syntech proposes a 2.5% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Syntech Systems is offering world class fuel management systems, trusted by the Department of Defense and Department of Homeland Security. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Fuel Inventory Tracking, Fuel Accounting, Fleet Management, Telematics, Data Management, Cloud Hosted Services, Real-Time Data Collection, Business Intelligence, Information Security	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Aboveground fuel and fluid storage tanks	○ Yes ◉ No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
67	Fuel and fluid hardware	◉ Yes ○ No	See Equipment and Services Catalog	*
68	Fuel and fluid management software	◉ Yes ○ No	See Equipment and Services Catalog	*
69	Installation, testing, maintenance or repair services	◉ Yes ○ No	See Equipment and Services Catalog	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Syntech reports all Sourcewell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volumn, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcewell is reported and evaluated for effectivity of use and meeting objectives.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63B (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference. NIST 800-63B Requirements - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMASTER, FMLive, or Syntech. NIST 800-63-2 Requirements - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access.	

		FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone. FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server. Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication response from their AWS MFA device (the second factor—what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources. Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the ‘Security’ role assigned to their user account. Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.	*
72	Describe how you will secure any participating entities' data captured during transactions.	The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.	*

73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of $0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet. Fleet managers can also use the data provided by our system to analyze Vehicle-specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports. Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency. Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its it's partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices.	*
75	Describe how your organization meets all relevant environmental regulations.	Syntech Systems, Inc. is dedicated to conduct all of its operations in the safest and most environmentally sound method possible. Compliance with internal General Safety Rules as well as certifying our products with applicable federal, state, and local safety codes assists us in achieving this objective. Fuel management by itself is considered a green product as it controls fuel, limits fuel spills, and provides accountability. Our patented Automotive Information Module (AIM) takes the green discussion to a new level. Syntech was on the cutting edge of the green initiative when it developed in 1996, the first AIM module as one of our green products. Several Clean Cities Coalition groups have partnered with us to raise the awareness level of fleet managers on the green aspects of our AIM product. This RFID module prevents a dispenser from being activated until the nozzle is inserted into the filler neck; it facilitates fuel accountability and inventory control; it records & monitors emission parameters; it eliminates accidental spills; works with alternative fuels such as Compressed Natural Gas, LPG, and Ethanol products; and, measures vehicle efficiency; and calculates idle time. There are many guidelines defining fuel dispensing and installation for electrical equipment. There are also many guidelines for installations in areas where Class I liquids are stored or handled and where Class II or Class III liquids may be stored at or above their flash points. The installer must be knowledgeable of the National Electric Code and any other applicable safety codes and standards. Syntech Systems, Inc. FuelMaster equipment and technicians comply with applicable federal, state, and local safety codes and standards. FuelMaster fuel management units have been designed to meet the following standards: National Electrical Code, NFPA #70 2011 Uniform Fire Code Underwriters Laboratories UL1238 and 913 CSA C22.2 No 142 & 157 FCC Part 15, Class A National Weights and Measures Certification Intertek - Intertek provides safety and performance certification services to nationally recognized standards for a wide range of electric, gas and oil-fueled products. These products range from commercial/consumer appliances to HVAC equipment to manufactured wood products. Items listed in our online directories will bear one of the ETL Listed, ETL Verified, ETL-EU, and GS, S RoHS ASTA or Warnock Hersey Listed marks. FuelMaster equipment is tested by Intertek to meet Underwriter's Laboratory (UL) 1238 and specific FuelMaster equipment meets UL913. FuelMaster equipment has also been certified to Canadian standards with CSA certification. For more on this certification, please visit http://www.intertek.com/directories/ National Conference on Weights and Measures – The FuelMaster FMU console/Controller is certified for use at self-service retail sites, tanker trucks, and any	*

		automated, fuel dispensing for any application ranging from small service stations to large scale fleet operations. The system provides the customer with a means to control access to petroleum products at un-manned locations and to account for and invoice the dispensed product. Certificate number: 02-115 For more information on this certification, please visit http://www.ncwm.net/ California Air Resources Board – CARB's mission is to promote and protect public health, welfare and ecological resources through the effective and efficient reduction of air pollutants while recognizing and considering the effects on the state's economy. CARB test methods are formal written procedures for measurement of physical parameters related to air pollution. These include pollutant emissions concentration and mass flow rate, materials properties such as asbestos content of solids and volatile organic content of wastes, and various aspects of the performance of vapor recovery systems at service stations, bulk plants and terminals. Additionally, these procedures are used for conducting emission tests on mobile sources of pollution, such as cars, trucks, motorcycles, boats, and off-road equipment. For more information on this certification, please visit http://www.arb.ca.gov/homepage.htm European Certification - FuelMaster has been certified to meet the CE standards. CE Marking is a mandatory legal conformity requirement for all products sold within the European Union that fall within the scope of a CE marking directive. By affixing a CE Marking logo to a product and signing the Declaration of Conformity, a product supplier is declaring to the EU authorities that the requirements of all applicable directives have been met. Depending on the directive, involvement of a European Union 'Notified Body' may be mandatory or voluntary. For more information on this certification, please visit http://www.tuv-sud.co.uk/uk-en In addition, Syntech and all partner distributors are required to comply with all local, state, and federal environmental protection regulations, including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, and NFPA 30	
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Syntech - Financial Statements & Line of Credit.zip - Monday September 28, 2020 10:41:48
- Marketing Plan/Samples - Syntech - Marketing Plan.zip - Monday September 28, 2020 10:52:45
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty and Maintenance Plans.pdf - Tuesday September 29, 2020 14:18:33
- Pricing - Syntech Equipment and Service Catalog- Effective June 2020.zip - Monday September 28, 2020 11:45:02
- Additional Document - Additional Documents.zip - Tuesday September 29, 2020 14:17:56

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sara Dunlap Fletcher, Marketing/Operations Manager, Syn-tech Systems, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	☑	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	☑	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	☑	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	☑	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	☑	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	☑	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	☑	2

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by 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, 2023**. 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. 2021-485.

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.* Further, 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.*

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.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kaseware for annual subscription for investigation management software for MPD.

General fund/Drug

Amount of Contract:

$36,000.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221208 Kaseware Agenda Package POs	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2743	2023	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION FOR KASEWARE INVESTIGATION MANAGEMENT SOFTWARE FOR MPD (SEALED BID 5567)	$36,000.00	(297346) KASEWARE

Adopted:

_____
City Clerk

Bill To	Requisition 00002743-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KASEWARE	POLICE HEADQUARTERS
191 UNIVERSITY BLVD. SUITE 170	2460 GOVERNMENT STREET
5136784272	MOBILE, AL 36606
DENVER, CO 80206	
Tel#5136784272	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/22	297346				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF SOFTWARE PER BID #5567 AND YOUR QUOTE #1195.			
	INVOICE #1540.			
001	KASEWARE ANNUAL SUBSCRIPTION - FULL USER LICENSE START DATE 10/17/2022 END DATE 10/16/2023 *ORIGINAL PO21015784	1.00 EACH	36000.00000	36000.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			36000.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 36000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	36000.00	.00

Bill To	Requisition 00002743-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KASEWARE	POLICE HEADQUARTERS
191 UNIVERSITY BLVD. SUITE 170	2460 GOVERNMENT STREET
5136784272	MOBILE, AL 36606
DENVER, CO 80206	
Tel#5136784272	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/22	297346				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	36000.00	
DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	12/02/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	12/02/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	12/02/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/02/22	RANDY THREADGILL	
Approved	12/08/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	12/08/22	DONALD ROSE	Approved by: 9105fola
Approved	12/08/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/08/22	KAREN NAMAN	Auto approved by: 910516727
Approved	12/08/22	JOHN PAINE	Auto approved by: 910516727
Approved	12/08/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

VENDOR LIST FOR BID #5567

N/R CASE CLOSED SOFTWARE
170-3550 LAKELINE BLVD
LEANDER, TX 78641

N/R AGNOVI
1010 POLYTEK ST, STE 15
OTTAWA, ON K1J9H9 CANADA

Late-Returned GANGSCOPE – ENSEMBLE GROUP
10201 S.P.I.D. SUITE 201
CORPUS CHRISTI, TX 78411

#42,000.00 Kaseware, Inc
7381 State Rd
Cincinnati, OH 45230

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/08/2021	5567	Police Department	AS SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, June 22, 2021

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
1 Each	**CRIMINAL INTELLIGENCE DATABASE SOFTWARE** The City of Mobile is requesting bids on a subscription based **Criminal Intelligence Database Software** per the following specifications: • **Functionality and ease of use will be important features of this software.** Requirement List for the purchase of a software suite specifically designed for the purpose of creating and maintaining a database to manage Law Enforcement records and data pertaining to organized crime groups (Gangs). **The software should at a MINIMUM be capable of the following:** 1. 28-CFR Compliance 2. Assignable multiple user permission levels *(Admin, Enter only, Approval, view only, etc.)* 3. Price should include an **unlimited** number of separate, individual logins for users 4. Company hosted web/cloud based 5. Link Analysis between entries 6. Incident/location mapping within the software suite (GIS and heat mapping), as well as the ability to export generated maps into Google Earth 7. Ability to customize Gang "indicators" 8. Ability to add photos(.jpg.*bmp, or .png files),* videos, social media links and/or custom Gang descriptors to each individual entry, as well as the ability to search the individual entries by each entered parameter					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

9. Assignable levels of gang involvement *(member, associate, person of interest)*
10. All records must be searchable by gang, individual or incident
11. Relationship mapping between each entered individual with the ability to create associational "flow charts" based on the relationships entered
12. 24-hour support and included training of members of the Mobile Police Department
13. Easy production and printing of case documents associated with each individual or incident for court proceedings
14. Full customization per departmental requirements
15. Information accessible via desktop computer and/or mobile platform *(phone/tablet app)*
16. Automatic notifications requesting the purging of members when purge is required according to 28-CFR
17. Ability to list all present and past members of each entered Gang
18. Information searchable by vehicle, listing information associated with an entered vehicle
19. Ability to enter information on an incident basis as well as the ability to enter individuals
20. Must have the ability to import large quantities of data from different types of programs and databases, specifically from Microsoft Excel 2010 and .csv file formats.
21. System should be 015-certified for security purposes

- **Hosting computer server's database and software configuration settings must be backed up daily and can be restored in a minimal amount of time if necessary.**
- **Hosting data center must have an automated failover process to a physically separate datacenter to minimize disruption in service.**

Additional features not listed above may be included in the bid and will be considered during the evaluation.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 3 of 4

Services, Licensing, and Costs

Include all information regarding the licensing of the complete hosted system including all back-office and public web tools. In addition, please list all fees and costs to the City based on an annual pay schedule including one-time fees for implementation setup or data importing, city staff training, or feature options.

_____

_____

_____

State any additional software programs and their total cost that required to enable the software package that you are bidding to fully meet these specifications. These are additional costs and must be added to the total cost of your bid.

Product:_____Cost:_____

Product:_____Cost:_____

DEMONSTRATIONS MAY BE REQUIRED.

Demonstrations will be on June 24, 2021 starting at 9:00 AM for 1.5 hours only. Each vendor will have 20 minutes to set up. Vendors with the 3 lowest bids that meet the specifications may be scheduled.

State the product that you are providing and the version:

_____

Total price including setup and training: $_____**

****This is the price that will be considered for the bid award.**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Does your bid meet ALL of the required specifications?

YES _____ **NO**_____

What specifications does your software not meet?

_____

A technical demonstration may be required on June 24, 2021.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To allocate $1,700,000 to various Capital Projects requested during the FY2023 Capital Improvements Budget process. (see attached)

Funding Source

Project # **Discretionary Funds**

Project String 2010 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Alabama Municipal Trust Allocation	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	12/8/2022 - 12:49 PM
Legal	Kern, Chris	Approved	12/8/2022 - 2:20 PM
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:53 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,700,000.00 be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010; Revenue Code CAR01 Annual Capital Trust Revenue) to the following Capital Projects:

C0642	Cruise Term-Parking Deck Repairs	$	300,000.00
C0641	Cruise Term-Rollup Doors		50,000.00
C0645	Cruise Term-Replace Roof/Parapet		25,000.00
NEW	Cruise Term-Mooring Upgrades		200,000.00
E0046	Fire Station Upgrades		200,000.00
NEW	Tennis-Electrical Poles & Panels		95,000.00
C0634	Police New Training Ctr-Mounting Unit		233,000.00
C0048	Citywide Bridge Repairs		300,000.00
NEW	Police Headquarters-Elevator		297,000.00

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To perform janitorial services for one year at the Mobile Alabama Cruise Terminal

Amount of Contract:

$34,430.00

Funding Source

Project # Mobile Alabama Cruise Terminal - Janitorial Services SC-040-22	**Discretionary Funds**
Project String 60206020-42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-040-22 Rebid Mobile Alabama Cruise Terminal - Janitorial Services	Cover Memo	11/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/2/2022 - 5:13 PM
Budget	Holt, Robert	Approved	12/2/2022 - 4:26 PM
Legal	Kern, Chris	Approved	12/8/2022 - 12:33 PM
			12/8/2022 -

Legal	Kern, Chris	Approved	12:33 PM
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:50 PM

RESOLUTION

2022

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:	TOUCHDOWN CLEANING SERVICES INC d/b/a PERSONAL TOUCH CLEANING SERVICES LLC
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – JANITORIAL SERVICES
Project Number:	SC-040-22 REBID
Amount:	$34,430.00

Adopted:

_____
City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____.

Between the **OWNER**:	City of Mobile 205 Government Street Mobile, Alabama 3633
And the **SERVICE CONTRACTOR**:	Touchdown Cleaning Services Inc. dba Personal Touch Cleaning Services LL 30941 Mills Lane, Suite G338 Spanish Fort, Alabama 36527
City of Mobile License Number:	561720
Secretary of State No.:	000-399-540
for the following PROJECT:	Janitorial Services- Mobile, Alabama Cruise Terminal 201 South Water Street Mobile, Alabama 36602
PROJECT NUMBER:	SC-040-22 REBID

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2. The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed Thirty Four Thousand Four Hundred Thirty and 00/100 Dollars ($34,430.00).

3.2 SCHEDULE OF VALUES:

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):	$12.50	per hour,
B. Overtime (5pm to 8am, Monday through Friday, and Weekends):	$12.50	per hour
C. Overtime Holidays (City Holidays):	$12.50	per hour

ARTICLE 4. Payments:
4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a semiannual basis, for completed work as specified.
B. Original invoices shall be delivered to the Service Contract Administrator for review and approval
C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:
5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:
6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Bid Form	1 page
2. Exhibit A, dated October 17, 2022 – Scope of Work	4 pages
3. Addendum #1	2 pages
4. This Instrument (Agreement)	11 pages
5. Certificates of Insurance with endorsements and E-Verify Documentation	4 pages

ARTICLE 7. Insurance:
7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence
   2. Property damage liability - $1,000,000 each occurrence.
   3. Or, in lieu of (1) and (2) above:
      Bodily injury and property damage combined –$1,000,000 per occurrence
   4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence
   2. Property damage liability - $1,000,000 each occurrence.
   3. Or, in lieu of (1) and (2) above)
      Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance
   1. $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
   2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service 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.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The 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.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 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 his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

8.2 This Agreement represents the entire and integrated agreement between the Owner and Service Contractor and supersedes all prior negotiations, understandings or agreements wither written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

8.3 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 years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

8.4 Indemnification: The Service 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. Service 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.

8.5 In the event of any breach or apparent breach by Service 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, Service 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

8.6 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 This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.8 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.

8.9 Service 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.

8.10 Service 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 Service 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 Service Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore

8.11 Anti-discrimination: Service 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. Service 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

8.12 Method of Payment: Contractor shall provide two copies of invoices to the Architectural Engineering Department. Payment shall be made only upon successful completion of the project and receipt and approval by Owner of all required close out documents.

8.13 Termination of Contract: The City may terminate the contract upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. 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.

8.14 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.

8.15 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, Acts of God, pandemics, or other reasons 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.

8.16 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

ARTICLE 9. Severability Clause

9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 10. 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 there from.

ARTICLE 11. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 12. Signature:

IN WITNESS WHEREOF, 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 Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Touchdown Cleaning Services Inc. dba
Personal Touch Cleaning Services LL

Signature

Clinton Mosley, Owner
Printed Name and Title

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Clinton Mosley **as** owner **of** Cleaning Service **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** owner.
Sworn to and subscribed for me this 9 **day of** NOV, **2022.**

State of Alabama County of Mobile
The foregoing document was acknowledged before me this
9 day of November, 20 22
by Lindsey Caraway
Lindsey Caraway
Notary Public

END OF SECTION

Lindsey Caraway
Commission Expires
Notary Public
8/12/2026
State of Alabama at Large

Janitorial Services-Mobile, Alabama Cruise Terminal
SC-040-22 RE-BID
October 17, 2022

QUOTE:

Company Name: Touchdown Cleaning Services, Inc

Company Address: 30941 Mill Lane, Ste G338, Spanish Fort, AL 36527

Office Phone #: (251) 753-8919 or (251) 402-2703 **Fax #:** (251) 626-3639

City of Mobile Business License No. : 109565

TOTAL BASE BID: Thirty Four Thousand Four Hundred and Thirty ----------

---------- DOLLARS AND 00/100 Cents ($ 34,430.00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern).

UNIT PRICES – for Special Event Services
The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.
Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 12.50 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $ 12.50 per hour
C. Overtime Holidays (City Holidays): $ 12.50 per hour

Bid Includes:
Addendum No. 1 Dated 10/25/22
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Contact Name: Tracy L. Mosley

Contact Phone #: (251) 753-8919 **Cell #:** (251) 753-8919

Email Address: touchdowncs4@gmail.com

Signature: [signature] **Date:** 11/2/22

Printed Name: Tracy L. Mosley **Title:** Office Manager

EXHIBIT A
SCOPE OF WORK
SC-040-22
October 17, 2022

Service:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain the janitorial services at the Mobile, Alabama Cruise Terminal for one year.

The following services shall be performed on a daily basis, two (2) days per week:

- Restrooms - Clean, disinfect, and re-stock all bathrooms in the Cruise Terminal on Levels 1, 2, & 3:
  - Wipe off the counters, keep soap and paper products well stocked.
  - Urinals and toilets sanitized, flushed and wiped down.
  - Floors swept and mopped.
  - Trash receptacles emptied, as needed.
  - Mirrors are to be cleaned, toilet/urinal partitions to be disinfected/sanitized, and all doors and door handles are to be wiped down.
  - Water Fountains are to be disinfected.
- Terminal Levels (ALL) - carpet vacuumed, window ledges dusted and wiped down, interior windows cleaned, doors are to be cleaned and wiped down, and chairs wiped down.
- Carnival Cruise Line's rooms and Guard Service - office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
- Security Office can only be accessed with a security personnel present. The office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
- Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
- Monitor all interior and exterior trash cans and ensure they are emptied as needed.
- Mop and remove all spills and stains on hard surface floors.
- Clean and sanitize drinking fountains.
- Fixed Gangway – the interior windows and doors are to be cleaned, and ledges will be dusted and wiped down. Floors are to be swept and mopped.
- Movable Gangway – all railings are to be disinfected, interior windows are to be cleaned (on a monthly basis), floors are to be swept and mopped, all ledges and exposed ductwork are to be dusted and wiped down.

- Elevators – all walls are to be wiped down, floors vacuumed , and special care is to be followed at the control panel as they are to be disinfected as well.
- Escalators – the landings are to swept and light mopping.
- Staircases – all staircases, Tower, Terminal Building, and Emergency Stairs are to be swept and mopped.
- Balcony is to be swept.
- Parking Deck is to be walked and any trash/rubbish to be picked up and disposed. Replace trash liners in each trash receptacle (the plastic liner in the receptacle will be washed on Post-Cruise Day).
- Terminal Level 1 is to be swept and any trash/rubbish to be picked up and disposed.
- Restock janitorial closest as needed on Levels 1, 2, & 3.
- Parking Deck Tower Levels 1, 2, 3, & 4 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, floors swept and mopped.
- Parking Deck Tower Level 1 will have the windows cleaned, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, and carpet vacuumed.
- Terminal Level 1 will have the carpet vacuumed, exterior of elevator door wiped down, all doors and door handles are to be wiped down.
- Terminal Level 3 (Administrative Offices) will have the carpet vacuumed, office trash cans emptied, and liners replaced, as needed. Kitchen area to be cleaned (items left in sink are not the responsibility of the Service Contractor). Dust office furniture and chairs, as needed. Wipe down and disinfect door handles, and railings.
- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

General Requirements:

The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules and Regulations. All workers must have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at https://www.tsa.gov/for-industry/twic.

When working, employees shall be neat in appearance and wear their TWIC card and have any other proper company identification on their persons.

Service Contractor employees shall not use personal telephones, radios, televisions or other electronic devices while on duty.

Service Contractor employees shall turn on lights only while cleaning and only in the area being cleaned. All lights (except those designated by the Terminal) shall be turned off when cleaning is complete.

Service Contractor employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by Service Contractor equipment and cleaning materials.

If Service Contractor causes damages to any Cruise Terminal property in the course of its work, Service Contractor shall immediately notify the Cruise Terminal Director and shall have all repairs or replacements made at no cost to the Cruise Terminal.

Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the Cruise Terminal.

Service Contractor shall provide all equipment necessary to perform the work as described in this section, including but not limited to: mops, clean mop heads, vacuum cleaners, carts, rags, toilet bowl brushes, extension poles, gloves, personal protective equipment, training, etc.

Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. Updated copies of the Material Safety Data Sheets (MSDS) will be maintained in proper and approved MSDS Books in each janitorial closet as required. All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions.

The City of Mobile reserves the right to have any Service Contractor's personnel removed, relocated, and/or barred for any City of Mobile location at any time. Service Contractor will replace the employee immediately upon notification by the Service Contract Administrator.

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 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, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains.

a. Provide protection and conduct janitorial services in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

b. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

c. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

d. Service Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence.

e. Obtain any necessary permits that may be required due to discharges.

Special Event Requirements: Over the course of the next twelve (12) months, the Facility projects hosting approximately twenty-five (25) events such as conferences , weddings and similar functions. The Cruise Terminal will require housekeeping and cleaning services during these events. Event hours will vary and Bidder is to assume over half of the events will occur after normal business hours.

END OF SECTION

Addendum No. 1

To:	Potential Bidders
From:	Gregg Blaize City of Mobile, Architectural Engineering Department
Date:	October 25, 2022
Project:	Service Contract- Mobile, Alabama Cruise Terminal Janitorial Services Project Number SC-040-22 REBID

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 17, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General: N/A

Forms and Specifications: N/A

Drawings: N/A

RFI's :

Item 1. Question: How long is the Contract?
Response: One (1) year.

Item 2. Question: Cleaning service for normal hours is two days a week. It does not state how many hours per days is required.
Response: Bid respondents are responsible for determining appropriate staffing levels and work hours required to successfully fulfill the Scope of Work.

Item 3. Question: Is there a designated hours per day that is required for the cleaning two days a week?

Response: No. However, Cruise Terminal Administration will require all Work to commence at 8:00 A.M. for twice weekly cleaning. Special Event work hours will vary.

Item 4. Question: Is there a minimum number of employees required to have on scheduled days?

Response: No. You must provide adequate staffing levels to fulfill the requirements outlined in the Scope of Work.

END OF ADDENDUM No. 1

Alabama Secretary of State

Touchdown Cleaning Services, Inc.	
Entity ID Number	000 - 399 - 540
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/15/2017
Registered Agent Name	JUSTICE, SHIRLEY M
Registered Office Street Address	ONE ST LOUIS CENTRE SUITE 1000 MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 2025 MOBILE, AL 36652
Nature of Business	PROVIDE RESIDENTIAL/COMMERCIAL CLEANING SERVICES
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	MOSLEY, CLINTON CARNELL
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Name	MOSLEY, TRACY L
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporators	
Incorporator Name	MOSLEY, CLINTON C
Incorporator Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporator Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Annual Reports	

Touchdown Cleaning Services, Inc.	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2018 2019 2020 2021 2022
Transactions	
Transaction Date	08/24/2017
Miscellaneous Filing Entry	New Entity Effective 08-15-2017 15:29
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/24/2017 Certificate of Formation 4 pgs.

New Search

Company ID Number: 1223619

Approved by:

Employer Touchdown Cleaning Services, Inc.	
Name (Please Type or Print) Tracy L Mosley	Title
Signature Electronically Signed	Date 08/21/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2017

E-Verify

Company ID Number: 1223619

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Touchdown Cleaning Services, Inc.
Company Facility Address	31446 Coleman Lane Spanish Fort, AL 36527
Company Alternate Address	30941 Mill Ln Suite G338 Spanish Fort, AL 36527
County or Parish	BALDWIN
Employer Identification Number	822488655
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

DocuSign Envelope ID: [illegible]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2022

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

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

PRODUCER	CONTACT NAME: Joseph Pullen
The Pullen Agency-Farmers Insurance 2718 Dauphin St. Mobile, AL 36606	PHONE (A/C, No, Ext): 251-479-6132 FAX (A/C, No): 251-257-3001 E-MAIL ADDRESS: Jpullen@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B : State Farm Mutual Automobile Insurance Co	25178
INSURER C : State Farm Fire and Casualty	25143
INSURER D : Fire Insurance Exchange	21660
INSURER E :	
INSURER F :	

INSURED
TouchdownCleaningService,Inc
DBA Personal Touch Cleaning Services
31446 Coleman Ln
Spanish Fort, AL 36257

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	UDC-2239416	04/24/2022	04/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	298 2624-F21-01D	06/21/2022	01/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1000000 $ 1000000 $ 1000000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	93-CP-D663-7			EACH OCCURRENCE AGGREGATE	$ 2000000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A22289814	04/24/2022	04/24/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000

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

Janitorial Services for **The Mobile, Alabama Cruise Terminal, 201 S. Water St, Mobile, AL 36602.** The **City** of Mobile is included as an additional insured as regards to General Liability, Automobile, Liability. All policies except Workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additionally insured. Waiver of Subrogation applies in favor to **City of Mobile** with respect to General Liability, Auto Liability and Umbrella Liability.

Project Name: Janitorial Services **Project # SC-040-22 REBID**

CERTIFICATE HOLDER

City Of Mobile
Architectural Engineering Department
P.O BOX 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE DocuSigned by: Joseph Quinn Pullen E07398A8C9934DB...

ACORD 25 (2010/05)

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll, CJ Small, Ben Reynolds, Scott Jones, and Gina Gregory

Purpose and Scope of Project:

To approve a contract with TTL, Inc. for Engineering Services.

Amount of Contract:

$79,000.00

Funding Source

Project # C0816 **Discretionary Funds**

Project String 2000.0000.48020 **Contract Number:**4153

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering services	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/1/2022 - 5:02 PM
Capital	Rhodes, Brenda	Approved	12/2/2022 - 10:01 AM
Legal	Kern, Chris	Approved	12/8/2022 - 12:34 PM
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:50 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carroll, C.J. Small, Ben Reynolds, Scott Jones 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:	TTL, Inc.
Project Name:	2023 Miscellaneous Drainage Group A COM Project No. 2023-3005-08
Estimated Cost:	$79,000.00
Adopted:	

_____
City Clerk

MOBILE
ALABAMA

2023 MISCELLANEOUS DRAINAGE GROUP A

PROJECT NO. 2023-3005-08

ENGINEER:

TTL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **TTL, Inc.** (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 **TTL, Inc.**.

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 work 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 – 2023 Miscellaneous Drainage Group A, City of Mobile Project No. 2023-3005-08. This is for engineering design and construction inspection of eleven (11) identified project sites (as well as additional sites as directed) for miscellaneous drainage repairs throughout the City. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - 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, 2018 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, 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 and Parts:

1. Design Phase
   Part 1 – Multiple Sites
   Part 2 – UJ Chevrolet Site
2. Pre-Bid to Pre-Construction Phase (Part 1)
3. Construction Phase (Part 1)

A. DESIGN PHASE

1. General

   a. 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.

   b. 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.

2. Preliminary Engineering and General Requirements

   Both Parts (1 and 2):

   a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents

   b. Contact Alabama Line Locator service and individually contact all utility companies. Locate all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

   c. Provide cost estimates for construction of the PROJECT.

   d. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

   e. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

   f. 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.

g. 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 and on the cover of final design calculations and on the cover of final design calculations.

Part 2 Only (UJ Chevrolet Site):

h. Delineate the entire drainage area for Part 2 (UJ Chevrolet Site). Analyze the drainage watershed to ascertain the capability and capacity of existing storm drainage structures to adequately dispose of storm drainage, based on criteria established by the City Engineer. Submit a report of the findings and analyses to the City.

i. 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,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.

j. 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.

k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The the PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT 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.

l. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

Part 1 (Multiple Sites):

a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed to obtain information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for design. Design shall be based on information compiled from the above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design and to verify the GIS information.

Part 2 (UJ Chevrolet Site):

b. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

c. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.

d. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.

e. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.

f. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 15 feet from top of bank or top of ditch on both sides at each cross-section.

g. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

(1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.

(2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.

b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

(1) Existing right of way, easements (temporary and permanent) and property lines.

(2) Edge of existing and proposed Channel.

(3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after (if applicable) construction. Work shall include pipe lining, pipe spot repairs, ditch repair and roadway patching. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure 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 Agreement 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. Part 1 (Multiple Sites):

Plans shall be submitted at two (2) 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 the Notice to Proceed is received by ENGINEER. Plans will include details of GIS information such as topography, trees, drainage structures, and all utilities. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Signalization plan sheets, erosion control and sedimentation prevention plan, summary of quantities, and ENGINEER's cost estimate will be submitted. All applicable permit applications will be identified. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Plans shall be provided to each utility at this time. Detailed easement documents, both temporary and permanent, shall be submitted. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications.

(2) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. The 60% review comments will be addressed and incorporated into the 100% plans. A final review shall be made by the CITY ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement.

b. Part 2 (UJ Chevrolet Site):
Plans shall be submitted at three (3) 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) **30% Design Submittal** (approximately 30% completion) shall be made **Six (6) weeks** after after the Notice to Proceed is received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

(2) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Signalization plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be identified. 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. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.

(3) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 100% plans. A final review shall be made by the CITY ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement.

c. 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.

d. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

e. 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.

f. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy 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, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

g. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION: Part 1 Only (Multiple Sites)

1. 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, where approrpritate, 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, if applicable.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY, if applicable.

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.

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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

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.

l. 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 provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

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.

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.

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. 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 for Part 1 (Multiple Sites) to the ENGINEER will be as follows:

a. After receipt of a NOTICE TO PROCEED from the CITY, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% Design completion shall not exceed $15,500.00 (Fifteen Thousand Five Hundred Dollars and Zero Cents).

b. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $7,300.00 (Seven Thousand Three Hundred Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed $3,000.00 (Thre Thousand Dollars and Zero Cents).

c. 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 $18,460.00 (Eighteen Thousand Five Hundred Dollars and Zero Cents).

d. 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.

2. It is mutually agreed that compensation for Part 2 (UJ Chevrolet Site) 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 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents).

b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed $4,000.00 (Four Thousand Hundred Dollars and Zero Cents).

c. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $3,200.00 (Three Thousand Two Hundred Dollars and Zero Cents).

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 $17,500.00 (Seventeen Thousand Five Hundred 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 $79,000.00 (Seventy-Nine Thousand 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 CIP. 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.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

TTL, INC

By: _____

Print: Andy McCartney

Its: Regional Leader

Address: 9797 Timber Circle, Suite A
Daphne, AL 36527

Telephone: (251) 332-3600

STATE OF ALABAMA
CITY OF MOBILE

I, Joyce T. Lee, a Notary Public in and for said State and County, hereby certify that Andy McCartney, whose name as Regional Leader of TTL, Inc. 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.

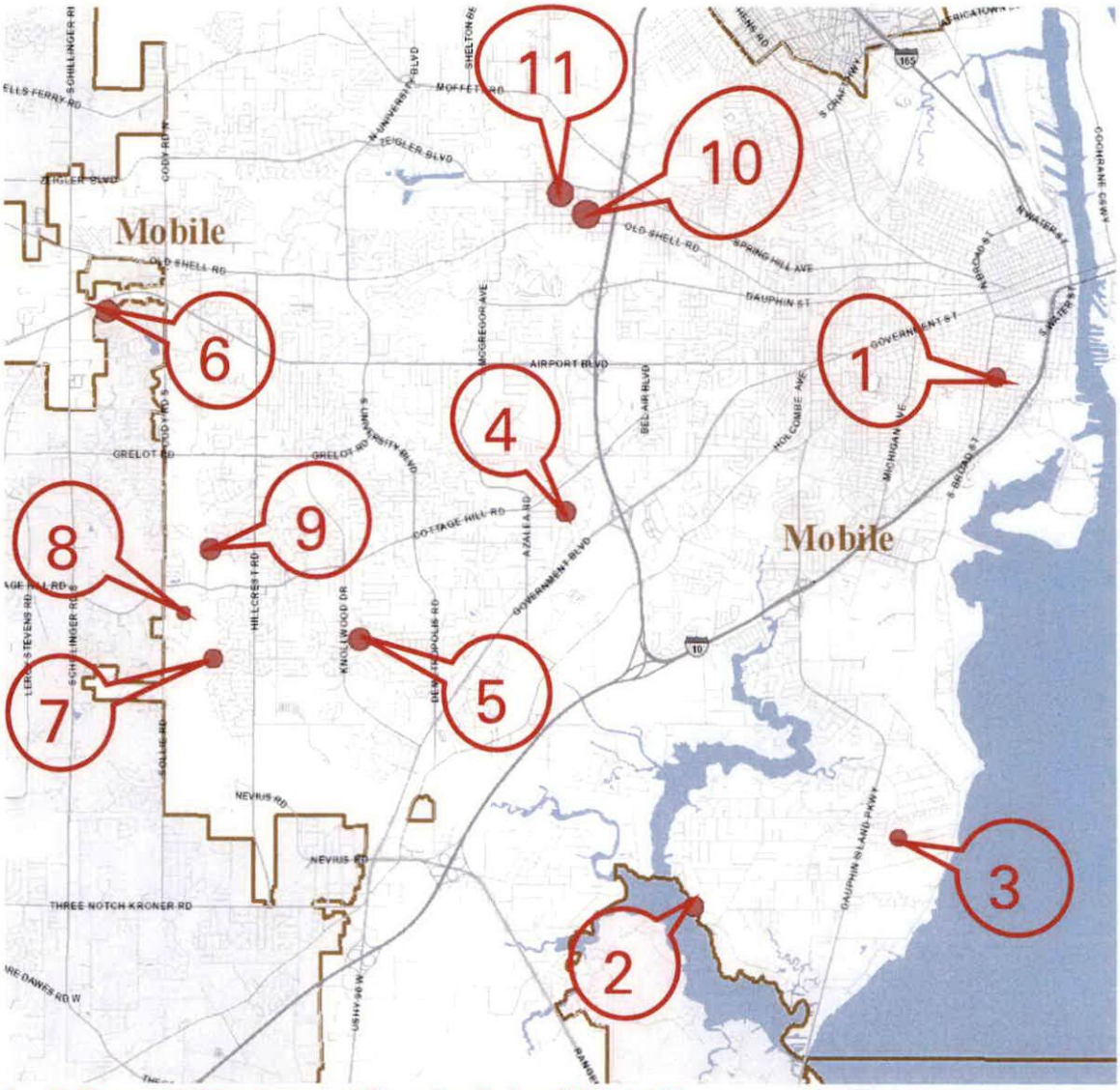
Given under my hand and notarial seal on this the 16 day of November, 2022.

_____
NOTARY PUBLIC

Joyce T. Lee
Notary Public, Alabama State At Large
My Commission Expires Sept. 8, 2024

My Commission Expires: 9/8/24

EXHIBIT A: PROJECT LOCATIONS



1 - S. Bayou @ Montgomery St – pipe lining (District 2)
2 - 3957 Scenic Dr – inlet and outfall repair (District 3)
3 - Stewart Rd – curb and gutter repair (District 3)
4 - Shelly Dr – drainage improvements (3807 & 3813 Shelly Dr) (District 4)
5 - 2855 Briarfield Dr – pipe repair (District 4)
6 - UJ Chevrolet – ditch repair (District 6)
7 - 2108 Dorchester Dr – inlet repair – (District 6)
8 - 2908 Gaslight Ln – pipe repair (District 6)
9 - 7000 Charleston Oaks – pipe repairs (District 6)
10 –Batre Ln @ Stein St – pipe lining/repair (District 7)
11 – Linden @ Dogwood – drainage improvements (District 7)

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for locations.) **2023 Miscellaneous Drainage Group A,** City of Mobile Project No. **2023-3005-08.**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (all phases) to be paid the ENGINEER shall not exceed $79,000.00 **[Seventy-Nine Thousand Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: City Wide

FUNDING SOURCE: CIP

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

TTL

2022 FEE SCHEDULE

Effective December 1, 2021

Staff Position	Rate
Project Administrator I	$62.00 / Hour
Project Administrator II	$67.00 / Hour
Project Administrator III	$73.00 / Hour
Project Administrator IV	$79.00 / Hour
Project Administrator V	$89.00 / Hour
Project Administrator VI	$95.00 / Hour
Project Administrator VII	$102.00 / Hour
Project Administrator VIII	$107.00 / Hour
Project Technician I	$52.00 / Hour
Project Technician II	$54.00 / Hour
Project Technician III	$57.00 / Hour
Project Technician IV	$62.00 / Hour
Project Technician V	$67.00 / Hour
Project Technician VI	$74.00 / Hour
Senior Project Technician I	$81.00 / Hour
Senior Project Technician II	$86.00 / Hour
Senior Project Technician III	$92.00 / Hour
Senior Project Technician IV	$103.00 / Hour
Senior Project Technician V	$113.00 / Hour
Senior Project Technician VI	$119.00 / Hour
Senior Project Technician VII	$124.00 / Hour
Field Coordinator / Field Supervisor	$103.00 / Hour
NACE Level I Technician	$108.00 / Hour
NACE Level II Technician	$119.00 / Hour
NACE Level III Technician	$167.00 / Hour
NDT Steel/ASNT Level I Technician	$103.00 / Hour
NDT Steel/ASNT Level II Technician	$108.00 / Hour
NDT Steel/ASNT Level III Technician	$167.00 / Hour
NDT Steel/AWS Certified Welding Inspector	$103.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector	$108.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector	$118.00 / Hour
Metals QA/QC Manager I	$162.00 / Hour
Metals QA/QC Manager II	$165.00 / Hour
Metals QA/QC Manager III	$170.00 / Hour
Professional Land Surveyor I	$133.00 / Hour
Professional Land Surveyor II	$160.00 / Hour
Professional Land Surveyor III	$185.00 / Hour
Professional Land Surveyor IV	$210.00 / Hour
Project Professional I	$124.00 / Hour
Project Professional II	$135.00 / Hour
Project Professional III	$145.00 / Hour
Project Professional IV	$156.00 / Hour
Project Professional V	$167.00 / Hour
Project Professional VI	$175.00 / Hour
Project Professional VII	$190.00 / Hour
Senior Project Professional I	$194.00 / Hour

Staff Position	Rate
Senior Project Professional II	$205.00 / Hour
Senior Project Professional III	$215.00 / Hour
Senior Project Professional IV	$225.00 / Hour
Senior Project Professional V	$237.00 / Hour
Senior Project Professional VI	$247.00 / Hour
Senior Project Professional VII	$258.00 / Hour
Project Manager I	$130.00 / Hour
Project Manager II	$140.00 / Hour
Project Manager III	$150.00 / Hour
Project Manager IV	$161.00 / Hour
Project Manager V	$172.00 / Hour
Project Manager VI	$184.00 / Hour
Project Manager VII	$195.00 / Hour
Senior Project Manager I	$200.00 / Hour
Senior Project Manager II	$211.00 / Hour
Senior Project Manager III	$221.00 / Hour
Senior Project Manager IV	$232.00 / Hour
Senior Project Manager V	$237.00 / Hour
Senior Project Manager VI	$255.00 / Hour
Senior Project Manager VII	$265.00 / Hour
Senior Project Manager VIII	$285.00 / Hour
Senior Project Manager IX	$305.00 / Hour
Principal I	$270.00 / Hour
Principal II	$280.00 / Hour
Principal III	$290.00 / Hour
Principal IV	$300.00 / Hour
Academia Consultant	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:	
Copier Prints (Black and White/Color)	$0.15/Sheet
Plotter Prints (Black and White)	$0.60/Sq Ft
Plotter Prints (Color)	$1.10/Sq Ft
Mylar Prints	$4.00/Sq Ft

Notes:

1. Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
3. Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
4. A two hour minimum charge per site visit will be applied to all technician level staff positions.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Part 1 (Multiple Sites)

Design Phase 60%.....$15,500.00
Design Phase 100%.....$7,300.00
Pre-Bid to Pre-Construction Phase $3,200.00

Construction Phase $18,500.00

Part 2 (UJ Chevrolet Site)

Design Phase 30% $10,000.00
Design Phase 60%.....$4,000.00
Design Phase 100%.....$3,200.00

Base Contract Amount $ 61,500.00

Additional Services (If requested in writing by the City Engineer).....$ 17,500.00

Total Contract Amount including Additional Services $ 79,000.00

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2022

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

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

PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TTL, Inc. P.O. Drawer 1128 Tuscaloosa AL 35403-1128	INSURER A: Berkley Insurance Company	32603
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEC905509006	06/01/2022	06/01/2023	Each Claim	$1,000,000
							Aggregate	$1,000,000

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

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2022

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 Iron Mountain Insurance 2170 Highland Avenue S Birmingham AL 35205	CONTACT NAME: Crystal Jones PHONE (A/C, No, Ext): (205) 849-0000 FAX (A/C, No): (205) 849-6069 E-MAIL ADDRESS: crystal.jones@imiteam.com
INSURED TTL, Inc 3516 Greensboro Avenue Tuscaloosa AL 35401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Transportation Insurance Company — 20494 INSURER B: Acadia Insurance Company — 31325 INSURER C: Scottsdale Insurance Company — 41297 INSURER D: Benchmark Insurance Company — 41394 INSURER E: Scottsdale Insurance Company — 41297 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	7011843735	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Leased/Rented Equip	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 150,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CAA 4487478	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	VES0003605	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC04407597482022A	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability			VRS0005659	01/01/2022	01/01/2023	General Aggregate Each Occurrence	$2,000,000 $1,000,000

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

Certificate holder is included as an additional insured in regards to General Liability & Auto Liability as their interest may appear as per written contract. Coverage is primary and noncontributory. Umbrella follows underlying policy forms. Waiver of subrogation in favor of the certificate holder is included in regards to General Liability, Auto Liability & Workers Compensation. With the exception of non-payment the insurance company will endeavor to provide 30 days notice of cancellation to the certificate holder.

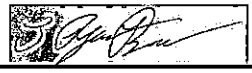
CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract.**

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract.**

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. 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; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part.**

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part:**

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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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.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured,** or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured,** and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds.**

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured;**

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds;**

c. A limited liability company, then its members and managers are **Insureds;** or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds;**

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds.**

4. BOATS

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim.**

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part.**

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract;**

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured.**

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury.** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured.**

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured.**

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part.**

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability.**

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs.** Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim.**

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage,** or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures.**

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c):**

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program.**

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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COMMERCIAL AUTO
AI CA 59 07 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	$75/ $2,500
H.	Extended Coverage - Air Bags	Included
I.	Auto Loan/Lease Gap Coverage	Included
J.	Glass Deductible	Included
K.	Extended Coverage - Electronic Equipment	Included
L.	Extended Coverage - Personal Effects	$500
M.	Towing And Labor (Gross Vehicle Weight of 20,000 lbs. or less)	$100
N.	Physical Damage Coverage - Hired "Autos" 1. Loss of use (Per Day/Maximum)	$125,000 $500/ $3,500
O.	Rental Reimbursement Coverage	$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

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A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
   a. The Limits of Insurance specified in the written contract or agreement described above; or
   b. The Limits of Insurance shown in the Declarations.

   This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.
5. The following changes are made to Paragraph **5.** Other Insurance of **B.** General Conditions under Section **IV** – Business Auto Conditions:
   a. The following is added to Paragraph **5.a.**:
   If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.
   b. Paragraph **5.c.** is deleted in its entirety.
6. Paragraph **A.1.c.** under Section **II** - Covered Autos Liability Coverage is deleted in its entirety.
7. The definition of "insured contract" under Section **V** – Definitions is amended to add the following:
   An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

(2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

a. We will also pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage,** Paragraph **C.:**

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount under the Physical Damage coverage section of the policy; and

b. Any:

(1) Overdue or any deferred lease/loan payments at the time of the "loss",
(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
(3) Security deposits not returned by the lessor;
(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
(5) Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

J. GLASS DEDUCTIBLE

The following is added to **Section III – Physical Damage Coverage,** Paragraph **D.:**

3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" when you elect to patch or repair glass rather than replace.

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K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage**, Paragraph **A.4.**:

c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is $500.

M. TOWING AND LABOR

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and is replaced by the following:

We will pay up to $100 for towing and labor costs incurred each time a covered "auto" with both Comprehensive and Collision Coverage and that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.

2. The most we will pay in any one "loss" is the least of $125,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

3. Coverage provided under this extension will:

a. Be excess over any other collectible insurance you have;

b. Pay, in addition to the limit set forth in **N.2.** above, up to $500 per day, not to exceed $3,500 per "loss" for:

(1) Any costs or fees associated with the "loss" to a hired "auto"; and
(2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage Coverage is indicated in the Declarations.

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O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following;

   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

   b. When the total amount paid under this coverage extension reaches $2,500.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred.
   b. Not more than $75 per day.

4. We will pay up to an additional $300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
   a. You, if you are designated in the Declarations as an individual.
   b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
   c. Your members or managers, if you are designated in the Declarations as a limited liability company;
   d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
   e. The spouse of any person named in **P.1.a.** through **P.1.d.** while a resident of the same household.

2. The following "autos" are not covered:

   a. Any "auto" owned by a person named in **P.1.a.** through **P.1.d.** or by any member of his or her household.
   b. Any "auto" used by a person named in **P.1.a.** through **P.1.d.** while working in the business of selling, servicing, repairing or parking "autos".

3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".

4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be $100 for Comprehensive Coverage and $250 for Collision Coverage.

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Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.2.**:

d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions**, Paragraph **A.2.b.**:

(6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions**, Paragraph **A.5.**:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions**, Paragraph **B.2.**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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Policy Number: 7011843735

Endm't Number	Form Title	Form Number	Form Edition
2	Additional Property Not Covered Endorsement	CNA62684XX	10-15
3	Architects and Engineers Property Extension Endorsement	CNA81058XX	10-15
4	Flood Redefinition Endorsement	CNA81069XX	10-15
5	Communicable Disease Exclusion Endorsement	CNA98526XX	05-20

D. Inland Marine			
	Inland Marine Coverage Part Declarations	G55232	01-97
	Contractors Equipment Declaration-Policy Level	G300665B	11-09
	Contractors Equipment Declaration-Add Cov and Ext	G300666B	11-09
	Commercial Inland Marine Conditions	CM0001	09-04
	Alabama Changes	CM0144	05-08
	Communicable Disease Exclusion Endorsement	CNA99954XX	10-20
	Loss Payable Provision	G15028A	08-89
	Contractors Equipment Coverage Form	G44080H	11-09

F. General Liability			
	General Liability Coverage Part Declarations	CNA74694XX	01-15
	Additional Declarations - General Liability Schedule of Locations and Coverages	CNA75126XX	01-15
	Commercial General Liability Coverage Part	CG0001	04-13
6	Architects, Engineers and Surveyors General Liability Extension Endorsement	CNA74858XX	01-15
7	General Aggregate Limit - Per Location Endorsement	CNA75059XX	01-15
8	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG 20 10	12-19
9	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG 20 10	12-19
10	Additional Insured - Owners, Lessees or Contractors - (Form B)	CG 20 10	11-85

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Endm't Number	Form Title	Form Number	Form Edition
11	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement	CG 20 10	07-04
12	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement	CG 20 10	07-04
13	Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement	CG 20 37	07-04
14	Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement	CG 20 37	07-04
15	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement	CNA75079XX	10-16
16	Additional Insured - Scheduled Person or Organization Endorsement (CG 20 10 10 01)	G300415A	04-07
17	Additional Insured - Scheduled Person or Organization Endorsement (CG 20 10 10 01)	G300415A	04-07
18	Additional Insured - Scheduled Person or Organization Endorsement (CG 20 10 10 01)	G300415A	04-07
19	Additional Insured - Scheduled Person or Organization Endorsement (CG 20 10 10 01)	G300415A	04-07
20	Additional Insured - Scheduled Person or Organization Endorsement (CG 20 10 10 01)	G300415A	04-07
21	Additional Insured - Completed Operations Endorsement(CG 20 37 10 01)	G300416A	04-07
22	Additional Insured - Completed Operations Endorsement(CG 20 37 10 01)	G300416A	04-07
23	Additional Insured - Completed Operations Endorsement(CG 20 37 10 01)	G300416A	04-07

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Endm't Number	Form Title	Form Number	Form Edition
24	Additional Insured - Completed Operations Endorsement(CG 20 37 10 01)	G300416A	04-07
25	Pollution Exclusion Amendatory Endorsement	CNA74843XX	01-15
26	Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement	CNA75008XX	10-16
27	Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement	CNA74708XX	01-15
28	Employment-Related Practices Exclusion Endorsement	CNA74761XX	01-15
29	Testing or Consulting Errors and Omissions Exclusion Endorsement	CNA74775XX	01-15
30	Contractors - Professional Liability Exclusion Endorsement	CNA74801XX	01-15
31	Residential Construction Defect Products/Completed Operations Exclusion Endorsement	CNA74862XX	01-15
32	Construction Wrap-Up Program Exclusion Endorsement	CNA74863XX	01-15
33	Exterior Finish System Products/Completed Operations Property Damage Exclusion Endorsement	CNA74892XX	01-15
34	Engineers, Architects or Surveyors Professional Liability Exclusion Endorsement	CNA74980XX	01-15
35	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception Endorsement	CNA75089XX	01-15
36	Amendment - Infringement of Copyright, Patent, Trademark Trade Secret or Other Intellectual Property Rights or Laws Endorsement	CNA75116XX	01-15

G. Employee Benefits Liability			
	Employee Benefits Liability Coverage Part Declarations	CNA74693XX	01-15

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **All Projects of the Insured but only to the extent that valid controlling underlying insurance is provided on a primary and noncontributory basis for written contracts.** As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **8.** of **Section III - Conditions** is replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.

(2) The insurance provided under this Coverage Part will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such other insurance;

(b) The additional insured is shown in the Schedule; and

(c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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VIRTUE RISK PARTNERS

VIRTUE EXCESS

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance listed in the Declarations. The word "insured" means any person or organization qualifying as such under the UNDERLYING INSURANCE.

Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Policy but are defined in the UNDERLYING INSURANCE will have the meaning described in the policy of UNDERLYING INSURANCE.

The insurance provided under this Policy will follow the same provisions, exclusions and limitations that are contained in the applicable UNDERLYING INSURANCE, unless otherwise directed by this Policy. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However, the coverage provided under this Policy will not be broader than that provided by the applicable UNDERLYING INSURANCE.

There may be more than one policy of UNDERLYING INSURANCE listed in the Declarations and provisions in those policies may conflict, and may not be superseded by the provisions of this Policy. In such a case, the provisions, exclusions and limitations of the UNDERLYING INSURANCE applicable to the particular EVENT for which a claim is made or suit is brought will apply.

Please carefully read the entire Policy and any endorsements attached thereto, and discuss the coverage afforded hereunder with your agent or broker.

SECTION I – COVERAGE

1. Insuring Agreement

In consideration of the premium paid and in reliance upon the statements in the application, in the supplemental materials and in the information submitted, made a part hereof, and subject to all the terms, conditions, exclusions, Limits of Liability and Endorsements of this Virtue Risk Partners VIRTUE EXCESS Policy (the "Policy"), the Insurance Company listed in the Declarations (the "Company"), agrees with the NAMED INSURED as follows.

a. We will pay on behalf of the insured the ULTIMATE NET LOSS in excess of the LIMIT OF UNDERLYING INSURANCE because of INJURY OR DAMAGE to which insurance provided under this Policy applies. If the UNDERLYING INSURANCE does not apply to INJURY OR DAMAGE for reasons other than exhaustion of the applicable limit of UNDERLYING INSURANCE, then this Policy shall have no obligation to cover such damages.

   We will have the right and duty to defend the insured against any suit seeking damages for such INJURY OR DAMAGE when the applicable limits of UNDERLYING INSURANCE have been exhausted in accordance with the provisions of such UNDERLYING INSURANCE.

   When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for INJURY OR DAMAGE.

   However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this Policy does not apply.

   At our discretion, we may investigate any EVENT that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

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But:

(1) The amount we will pay for ULTIMATE NET LOSS is limited as described in Section II – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Policy. However, if the policy of UNDERLYING INSURANCE specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Policy.

b. This insurance applies to INJURY OR DAMAGE that is subject to an applicable LIMIT OF UNDERLYING INSURANCE ". If any other limit, such as a sublimit, is specified in the UNDERLYING INSURANCE, this insurance does not apply to INJURY OR DAMAGE arising out of that exposure unless that limit is specified in the Declarations under the Schedule of UNDERLYING INSURANCE.

c. If the UNDERLYING INSURANCE requires, for a particular claim, that the INJURY OR DAMAGE occur during its policy period in order for that coverage to apply, then this insurance will only apply to that INJURY OR DAMAGE if it occurs during the policy period of this Policy. If the UNDERLYING INSURANCE requires that the EVENT causing the particular INJURY OR DAMAGE takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the EVENT causing that INJURY OR DAMAGE takes place during the policy period of this Policy.

d. Any additional insured under any policy of UNDERLYING INSURANCE will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any UNDERLYING INSURANCE.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the UNDERLYING INSURANCE.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Policy. In addition, the exclusions applicable to any UNDERLYING INSURANCE apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Policy. Insurance provided under this Policy does not apply to:

a. Medical Payments
Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable UNDERLYING INSURANCE.

b. Project Aggregate
Coverage shall not apply to any Project Aggregate Coverage endorsed onto any UNDERLYING INSURANCE.

SECTION II – LIMITS of INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or suits brought, or number of vehicles involved;
   c. Persons or organizations making claims or bringing suits; or
   d. Limits available under any UNDERLYING INSURANCE.

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2. The Limits of Insurance of this Policy will apply as follows:
   a. This insurance only applies in excess of the LIMIT OF UNDERLYING INSURANCE.
   b. The General Aggregate Limit is the most we will pay for the sum of all ULTIMATE NET LOSS, for all INJURY OR DAMAGE covered under this Policy.
      However, this General Aggregate Limit only applies to INJURY OR DAMAGE that is subject to an aggregate limit of insurance under the UNDERLYING INSURANCE.
   c. Subject to paragraph 2.b above, if an Aggregate Sublimit is listed in the Declarations, the following provisions apply:
      1. The Aggregate Sublimit is the most we will pay for the sum of all ULTIMATE NET LOSS, for all INJURY OR DAMAGE covered under this Policy and arising out of the liability to which the Aggregate Sublimit applies. The Aggregate Sublimit is a part of, and not in addition to, the General Aggregate Limit.
      2. If no aggregate sublimit is specified for a particular liability, the General Aggregate Limit applies to that liability.
      3. In no event will the presence or absence of an Aggregate Sublimit increase the General Aggregate Limit, and we have no obligation to pay any amount in excess of the General Aggregate Limit regardless of the nature of the liability insured or the applicability of an Aggregate Sublimit.
   d. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all ULTIMATE NET LOSS under this insurance because of all INJURY OR DAMAGE arising out of any one EVENT.
   e. If the Limits of Insurance of the UNDERLYING INSURANCE are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any UNDERLYING INSURANCE has a policy period that is different from the policy period of this Policy then, for the purposes of this insurance, the LIMIT OF UNDERLYING INSURANCE " will only be reduced or exhausted by payments made for INJURY OR DAMAGE covered under this insurance.

   The General Aggregate Limit of this Policy applies separately to each consecutive annual period of this Policy and to any remaining period of this Policy of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any UNDERLYING INSURANCE are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. **Appeals**
   If the UNDERLYING INSURER or insured elects not to appeal a judgment in excess of the amount of the LIMIT OF UNDERLYING INSURANCE ", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits of Insurance.

2. **Bankruptcy**
   a. Bankruptcy of Insured
      Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

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b. Bankruptcy of Underlying Insurer
Bankruptcy or insolvency of the UNDERLYING INSURER will not relieve us of our obligations under this Policy.

However, insurance provided under this Policy will not replace any UNDERLYING INSURANCE in the event of bankruptcy or insolvency of the UNDERLYING INSURER. The insurance provided under this Policy will apply as if the UNDERLYING INSURANCE were in full effect and recoverable.

This Policy shall only apply excess of the limits of UNDERLYING INSURANCE stated in this Policy's Declarations, and shall not drop down or act as a replacement of such UNDERLYING INSURANCE in event of cancellation of UNDERLYING INSURANCE or bankruptcy, insolvency, receivership or any financial impairment of any insurer that issued UNDERLYING INSURANCE. The Insured expressly agrees to self-insure in the event of bankruptcy, insolvency, receivership or any financial impairment of any insurer that issued any UNDERLYING INSURANCE.

3. Duties in The Event of an Event, Claim or Suit

a. You must see to it that we are immediately notified in writing of an EVENT, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:
   (1) How, when and where the EVENT took place;
   (2) The names and addresses of any injured persons and witnesses; and
   (3) The nature and location of any INJURY OR DAMAGE arising out of the EVENT.

b. If a claim is made or suit is brought against any insured, you must:
   (1) Immediately record the specifics of the claim or suit and the date received; and
   (2) Notify us immediately in writing.

All notices under this Policy shall be sent to the address listed on the Claim Procedure Notice endorsed onto this Policy, or other address(es) as substituted by the Company in writing. Notice to any other insurer under any UNDERLYING INSURANCE shall not constitute notice under this Policy.

c. You and any other insured involved must:
   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
   (2) Authorize us to obtain records and other information;
   (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of INJURY OR DAMAGE to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the INSURED'S rights of recovery and the INSURED shall do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable the Company effectively to bring suit in the name of the INSURED.

Any amounts recovered after payment by the Company hereunder shall be apportioned in the inverse order of payment to the extent of actual payment. The expenses of all recovery proceedings shall be apportioned among the recipients of the recovery in the ratio of their respective recoveries.

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4. **First Named Insured Duties**
   The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

   At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any UNDERLYING INSURANCE and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Policy.

5. **Cancellation**
   a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
   b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
      (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      (2) 30 days before the effective date of cancellation if we cancel for any other reason.
   c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
   d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
   e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
   f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. **Changes**
   This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement.

7. **Maintenance Of/Changes To UNDERLYING INSURANCE**
   Any UNDERLYING INSURANCE must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such UNDERLYING INSURANCE that results from INJURY OR DAMAGE to which this insurance applies.

   Such exhaustion or reduction is not a failure to maintain UNDERLYING INSURANCE. Failure to maintain UNDERLYING INSURANCE will not invalidate insurance provided under this Policy, but insurance provided under this Policy will apply as if the UNDERLYING INSURANCE were in full effect.

   The first Named Insured must notify us in writing, as soon as practicable, if any UNDERLYING INSURANCE is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any UNDERLYING INSURANCE is changed.

   If any of the UNDERLYING INSURANCE is canceled, non- renewed, or terminated, coverage under this Policy is automatically terminated on the same effective date and time

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8. **Other Insurance**
   a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Policy.

      When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

   b. When this insurance is excess over other insurance, we will pay only our share of the ULTIMATE NET LOSS that exceeds the sum of:
      (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Policy; and
      (2) The total of all deductible and self-insured amounts under all that other insurance.

9. **Premium Audit**
   a. We will compute all premiums for this Policy in accordance with our rules and rates.
   b. If this policy is auditable, the premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. **Loss Payable**
    Liability under this Policy does not apply to a given claim unless and until:
    a. The insured or insured's UNDERLYING INSURER has become obligated to pay the LIMIT OF UNDERLYING INSURANCE "; and
    b. The obligation of the insured to pay the ULTIMATE NET LOSS in excess of the LIMIT OF UNDERLYING INSURANCE " has been determined by a final settlement or judgment or written agreement among the insured, claimant, UNDERLYING INSURER (or a representative of one or more of these) and us.

11. **Legal Action Against Us**
    No person or organization has a right under this Policy:
    a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
    b. To sue us on this Policy unless all of its terms have been fully complied with.

    A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, UNDERLYING INSURER and the claimant or the claimant's legal representative.

12. **Transfer of Defense**
    a. Defense Transferred To Us
       When the limits of UNDERLYING INSURANCE have been exhausted, in accordance with the provisions of UNDERLYING INSURANCE, we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the UNDERLYING INSURANCE had the applicable limit not been exhausted.

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b. Defense Transferred By Us
When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Policy of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the UNDERLYING INSURANCE had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Policy, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any UNDERLYING INSURANCE also apply to this insurance. In addition, the following definitions apply.

1. UNDERLYING INSURANCE means any policy of insurance or self-insurance listed in the Declarations under the Schedule of UNDERLYING INSURANCE.
2. UNDERLYING INSURER means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of UNDERLYING INSURANCE.
3. EVENT means an occurrence, offense, accident, act, or other event, to which the applicable UNDERLYING INSURANCE applies.
4. INJURY OR DAMAGE means any injury or damage, covered in the applicable UNDERLYING INSURANCE arising from an EVENT.
5. LIMIT OF UNDERLYING INSURANCE" means the total deductible or self-insured retention applicable to each event plus all limits of UNDERLYING INSURANCE applicable to the claim.
6. ULTIMATE NET LOSS means the total sum, after reduction for deductibles and other insurance (whether collectible or not), recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
   a. Settlements, judgments, binding arbitration; or
   b. Other binding alternate dispute resolution proceeding entered into with our consent.

   ULTIMATE NET LOSS includes defense expenses if the UNDERLYING INSURANCE specifies that limits are reduced by defense expenses.

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Policy Number: VES0003605
Effective Date: 01/01/2022
Expiration Date: 01/01/2023

VIRTUE RISK PARTNERS

VIRTUE EXCESS

WAIVER OF SUBROGATION

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This endorsement modifies insurance provided under VIRTUE COMMERCIAL EXCESS LIABILITY COVERAGE FORM.

Notwithstanding anything contained to the contrary, in this coverage form, it is hereby agreed that all coverages bound are subject to the following terms and conditions. In the event of a conflict between the provisions of this Endorsement and any Coverage Part, the provisions of this Endorsement shall control.

It is understood and agreed that the following shall be added to Section III. CONDITIONS, of VE P 0612.

Waiver of Subrogation: The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of YOUR SERVICES performed under a contract with that person or organization listed below.

Schedule:
This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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WC 00 03 13 (04/84)

Policy Number: WC-044-0759748-2022A

Workers Compensation and Employers Liability Insurance Policy
Insurer: Benchmark Insurance Company

WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

Insured: TTL, Inc **743165**
1/1/2022

The policy period is from: **1/1/2022** to: **1/1/2023**

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

Effective	Expiration	Persons	Organization
1/1/2022	1/1/2023		Blanket Waiver of Subrogation where required by contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

ISSUE DATE: 1/6/2022

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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 H. Dean McClure (affiant) who, being duly sworn says as follows:

President/CEO of TTL, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for TTL, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said TTL, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 131102.

CEO of TTL, Inc.

Sworn to and subscribed before me this the 18 day of November, 2022.

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

Signature and Seal of Notary Public

STATE OF ALABAMA NOTARY PUBLIC

LYNN SMITH
My Commission Expires
October 14, 2026

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-08 Current Date 11 / 29 / 22

Project Description 2023 Miscellaneous Drainage - Group A

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. The nature of the work is specialized and the contract value is small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature)	City Engineer (Title)	11/29/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)	CITY ENGINEER (Title)	11/29/2022 (Date)

Approved By (CAO)

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

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

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

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

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

PRINT NAME: _____

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 3:08 PM

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 Southwest Chapter of the Alabama Coalition of Citizens with Disabilities, 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

41-1061 **2022**

RESOLUTION

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

Adopted: NOV 29 2022

Lisa C. Lambert

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Southwest Chapter of the Alabama Coalition of Citizens with Disabilities 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 December 13, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Eric Peebles individually or on behalf of Southwest Chapter of the Alabama Coalition of Citizens with Disabilities, 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:

Southwest Chapter of the Alabama Coalition of Citizens with Disabilities

Business Address: 6750 Howells Ferry Road Mobile, Alabama 36618

Telephone: (251) 460-0301 Trade Name Independent Living Center of Mobile

Business Information

A. If applicant is an individual (sole proprietor) please provide:

X Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 6750 Howells Ferry Road Mobile, Alabama 36618
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Eric Peebles	Executive Director	6707 Highland Circle South Mobile, Alabama 36608	0
			0

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 6750 Howells Ferry Road Mobile, Alabama 36618

What will be your days and hours of operation? Monday through Friday 7am - 5pm

How many vehicles (carriages) do you intend to operate? _____
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2006	Model: E-350
Make: Ford	Year: 2014	Model: E-350
Make: Ford	Year: 2019	Model: E-450

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:

vehicles have no insignia, trade name,

vehicle color is white

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Eric Peebles

Date of Birth: _____ Security #: _____

Present Addres _____

Home Phone Number: _____ rk Phone Number: 251-460-0301

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Southwest Chapter of the Alabama Coalition of Citizens with Disabilities, INC

Present Position/Title: Executive Director

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
NA	NA	NA	NA

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Eric Peebles
Signature

10/21/22
Date Signed

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Eric Peebles

Applicant's Signature

NAME OF ENTITY:

Southwest Chapter of the Alabama Coalition of Citizens with Disabilities

By: Eric Peebles
Its Chief Executive officer

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15 **DAY OF** November, 2022

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 3, 2024

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Eric Minton Peebles

Nickname(s) or Maiden Name: _____

Current Address.

Previous Addre:

Personal Descr:

Height: 6'1

Weight: 155

Hair Color: Gry

Eye Color: BLU

Social Security Numb

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Eric Peebles

Signature

10/19/2022

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	PEEBLES, ERIC MINTON		
Address:		**Nick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	41
Weight:	155	**Eyes:**	BLUE
Height:	6'01"	**Facial:**	
Hair:	GREY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** ID	**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: C. Dwight
DATE: Nov. 09 2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Raymond Stradford

Nickname(s) or Maiden Name: Ray

Current Address: 5

Previous Address:

Personal Description:

Height: 6'3

Weight: 235

Hair Color: Black

Eye Color: Brown

Social Security Nu

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Raymond Stradford Raymond Stradford

Signature

10-19-22

Date signed

11-08-2022

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	STRADFORD, RAYMOND JR		
Address:		**k Name:**	
Phone:	[redacted]		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	55
Weight:	240	**Eyes:**	BROWN
Height:	6'03"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 11-08-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Cyneria Austin

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'2

Weight: 240

Hair Color: Black

Eye Color: Dark Brown

Social Security Number:

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Cyneria Austin Cyneria Austin

Signature

10/20/22

Date signed

11-08-2022

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	AUSTIN, CYNERIA JANAE		
Address	[redacted]	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	43
Weight:	150	**Eyes:**	BROWN
Height:	5'02"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 11-08-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Felicia Jones

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'9"

Weight: 180

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Felicia Jones Felicia Jones

Signature

11-02-2022 C. Knight

10/19/22

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	JONES, FELICIA MONIQUE		
Address		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	45
Weight:	170	**Eyes:**	BROWN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: [signature]

DATE: 11/7/2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Robert L Fox

Nickname(s) or Ma

Current Address:

Previous Address:

Personal Description:

Height: 175

Weight: 5.8

Hair Color: BLK

Eye Color: GRN

Social Security Number:

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Robert L Fox

Signature

10-19-2022

Date signed

Robert L Fox

11-07-2022

C. Knight

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	FOX, ROBERT LEE		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	67
Weight:	175	**Eyes:**	GREEN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**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:
DATE: 11-07-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Vincent Calhan

Nickname(s) or Maiden Name: _____

Current Address: __

Previous Address: _

Personal Descripti·

Height: 6'1

Weight: _____

Hair Color: Black

Eye Color: Brown

Social Security Numb... _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

V Calhan

Signature

11-07-2022

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	CALHOUN, VINCENT DARNELL		
Address:		**Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	57
Weight:	270	**Eyes:**	BROWN
Height:	6'01"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Dwight
DATE: 11-07-2022

STATE OF ALABAMA

COUNTY OF MOBILE

ARTICLES OF INCORPORATION

OF

SOUTHWEST CHAPTER OF THE ALABAMA COALITION

OF CITIZENS WITH DISABILITIES, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned natural person, as Incorporator, desiring to form a non-profit corporation under the terms of Alabama Code, Sec. 10-3-1 et seq., hereby make the following declaration:

ARTICLE I

The name of the Corporation shall be SOUTHWEST CHAPTER OF THE ALABAMA COALITION OF CITIZENS WITH DISABILITIES, INC.

ARTICLE II

The period of duration of this Corporation shall be perpetua l.

ARTICLE III

The purpose for which this Corporation is organized and operated shall be to promote social well-being, specifically to assure the full exercise of the human and constitutional rights of citizens with disabilities.

The Corporation's purpose shall be sought wholly without partisanship and it shall not engage in transactions or activities which are not permitted to be carried on by a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, (or the corresponding provisions of any future act) which is exempt from federal income taxes, or by a corporation, contributions to which are deductible under Section 170(a) of the Internal Revenue Code of 1954, as amended, (or the corresponding provision of any future act). The assets of the Corporation shall at no time insure to the benefit of any person having a person or private interest in this Corporation, except for reasonable allowances for salaries for services actually rendered and for reimbursement in reasonable amounts for expenses actually incurred in attending to the affairs of the Corporation. No substantial part of the activities of this Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation and this Corporation shall not participate in, or intervene in, any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not discriminate on the basis of sex, race, color, religion, or national origin in any aspect.

The Corporation shall have all powers necessary to carry out its purpose, subject to the limitation in the paragraph above.

ARTICLE IV

The affairs of the Corporation shall be managed by a Board of Directors who shall number not less than one (1) nor more than fifty (50). The initial Board of Directors shall consist of the following member whose name and address is:

O. O. Vann
408 Judson Drive East
Mobile, AL 36608

ARTICLE V

This Corporation shall have four classes of members whose qualifications shall be as follows:

Section 1. Any organization organized and duly charted under the laws of the State of Alabama; any governmental or quasi-governmental bodies who have an interest in supporting the aims and purposes of this Council may join the Council upon approval of the Board of Directors. A new member shall not have voting rights until an elapse of three (3) months after joining. However, upon the affirmative vote of all members voting, the three (3) month period for voting may be waived.

Classes of organization membership are:

A. Active Members: Active Members shall be consumer organizations which (1) consist primarily of persons with physical and/or mental disability(ies) and their adherents, and (2) non-profit organizations.

B. Associate Members: Associate Members shall be organizations with an interest in persons with disabilities

but which do not meet the qualifications of Active Membership. As Associate Member shall not be entitled to vote.

Section 2. Any organization already affiliated with the Council prior to the approval of these By-Laws shall continue to be a member.

Section 3. Any individual agreeing with the aims and purposes of this Council may be admitted into membership upon approval of the Board of Directors.

Section 4. Honorary membership may be established for those individuals who have provided outstanding service to this Council or to the physically handicapped. Such membership shall be bestowed at an annual meeting of the Council upon the affirmative vote of a majority of the members present and voting. Honorary membership shall be for life.

ARTICLE VI

The members of the Board of Directors shall be elected by the members of the Corporation in accordance with the By-Laws.

ARTICLE VII

The initial set of By-Laws shall be adopted by the Board of Directors at its first meeting after the organization of this Corporation.

ARTICLE VIII

The name and address of the initial registered agent of the Corporation is O. D. Vann, 408 Judson Drive East, Mobile, AL 36608

ARTICLE IX

In the event of the dissolution of this Corporation, all of its remaining assets and property of every nature and description after the payment of all liabilities and obligations of this Corporation, but not including assets held by the Corporation upon a condition requiring return, transfer, or conveyance upon dissolution, shall be paid over and transferred to one or more corporations, societies, or organizations which engage in activities similar to those of this Corporation and which are then qualified for exemption from federal income taxes as organizations described in Section 501(c)(3) of the internal Revenue Code of 1954, as amended, (or the corresponding provision of any future act).

ARTICLE X

The name and address of each officer of the Corporation who shall hold office until their respective successors are elected by the Board are as follows:

President - O. D. Vann
408 Judson Drive East
Mobile, AL 36608

Vice-President - Joe Romagnano
2221 East Vaughn Drive
Mobile, AL 36605

Treasurer - Earl Monroe
46 Buerger Road
Mobile, AL 36608

Secretary - Milton Courington
Post Office Box 7008
Mobile, AL 36608

ARTICLE XI

This certificate may be amended from time to time by a two-thirds vote of the members in attendance at a special or regular meeting of the members after notice of the proposed amendment has been given in accordance with the rules governing notice to members regarding meetings.

IN WITNESS WHEREOF, I have set my name and address to these Articles of Incorporation on this the 4th day of July, 1989.

(SEAL)
Incorporator

THIS INSTRUMENT PREPARED BY:

MARC E. BRADLEY, ESQ.
Dauphin Street, Suite 301
Post Office Box 2885
Mobile, AL 366b2

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248574146
Apr. 12, 2011 LTR 4168C E0
56-1900252 000000 00
00012942
BODC: TE

SOUTHWEST CHAPTER OF THE ALABAMA
COALITION OF CITIZENS WITH
DISABILITIES INC
5301 MOFFETT ROAD STE 110
MOBILE AL 36618

013099

Employer Identification Number: 56-1900252
Person to Contact: MRS. CRUZ
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Apr. 04, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in SEPTEMBER 1990.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248574146
Apr. 12, 2011 LTR 4168C E0
58-1900252 000000 00
00012943

SOUTHWEST CHAPTER OF THE ALABAMA
COALITION OF CITIZENS WITH
DISABILITIES INC
5301 MOFFETT ROAD STE 110
MOBILE AL 36618

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations

Automobile

Insurance Company:	AmGUARD Insurance Company
A.M. Best Rating:	A+ (Superior) XV
Policy Term:	10/1/2022 - 10/1/2023

Limits of Coverage:

$1,000,000	Bodily Injury and Property Damage – Each Occurrence
$1,000,000	Hired & Non-Owned Automobile Liability
$5,000	Medical Payments – Per Person *(excluding trailers & large trucks)*
$500,000	Protection against Uninsured/Underinsured Motorist – Bodily Injury Only
Actual Cash Value	Other Than Collision *(fire, theft, etc.)*
Actual Cash Value	Collision

Driver Risk Management Recommendations:

- The MVR of any potential driver should be reviewed, prior to employment (Thames Batré will be glad to advise you concerning the driver qualification requirements of your insurance company)
- No one under 20 years of age should be allowed to operate a vehicle on business for you
- Thames Batré should be advised of any employee(s) to whom a company vehicle is furnished, who does not maintain a Personal Automobile Policy. It may be necessary for us to arrange Drive Other Car Coverage for such an individual
- Thames Batré should be advised of any driving age children who are allowed to operate the company vehicles

Coverage Extensions:

- Employee Hired Auto Liability coverage
- Hired Auto Physical Damage (limited)
- Blanket Additional Insured – when required by written contract

Notable Exclusions – but not limited to:

- Damage to/theft of cargo
- Damage to/theft of personal effects in vehicle
- Damage to employee-owned automobiles
- Pollution incidents – in transit/loading & unloading
- Employee vs Employee injury claims

Specific Conditions:

- Quote is subject to signed and completed applications
- Agree to instate MVR reviews using Care Providers guidelines (given to Gary Foster)
- Agree to verify personal auto insurance for individuals who regularly drive personal autos on behalf of insured. Limits must be at least $100,000 to be acceptable.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To allocate and contribute $10,000 in unallocated funds within the Convention Center Fund (Fund 6080) to the Mobile Area Chamber of Commerce Foundation for the commissioning of a bronze bust of Senator Richard Shelby.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Chamber of Commerce Foundation-Comm Bust	Cover Memo	12/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	12/8/2022 - 8:41 AM
Budget	Holt, Robert	Approved	12/8/2022 - 9:18 AM
Legal	Kern, Chris	Approved	12/8/2022 - 10:19 AM
Legal	Kern, Chris	Approved	12/8/2022 - 10:20 AM
Mayors Office	Montgomery, Brandi	Approved	12/8/2022 - 2:50 PM

RESOLUTION

WHEREAS, the Mobile Area Chamber of Commerce Foundation, an Alabama domestic non-profit corporation, commissioned a bronze bust of Senator Richard Shelby to display at the southeast side of the Arthur R. Outlaw Mobile Convention Center along the Mobile Riverfront; and

WHEREAS, in recognition of Senator Shelby's extraordinary promotion of and support for the Mobile area, Mobile County by and through the Mobile County Commission, contributed Ten Thousand Dollars ($10,000.00) to the Mobile Area Chamber of Commerce Foundation towards the cost of the bust; and

WHEREAS, the City of Mobile desires to recognize Senator Shelby's promotion of and support for the City and its citizens by contributing the same amount, Ten Thousand Dollars ($10,000.00), towards the cost of the bust; and

WHEREAS, City funding is available in the unallocated funds in the Convention Center Fund #6080; and

WHEREAS, the City Council for the City of Mobile determines that honoring Senator Shelby serves a public purpose;

NOW, THEREFORE, BE IN RESOLVED that the City Council for the City of Mobile hereby finds and determines that payment to the Mobile Area Chamber of Commerce Foundation in the amount of Ten Thousand Dollars ($10,000.00) towards the commissioning of a bronze bust of Senator Richard Shelby for public display serves a public purpose and the Council further approves that said payment be made from the unallocated funds in the Convention Center Fund #6080.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D007\P005\00112515.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:08 PM

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 west side of Todd Acres Drive, 2/5± mile
north of Hamilton Boulevard, extending
to the east side of the C.S.X. Railroad

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 15, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at west side of Todd Acres Drive, 2/5± mile north of Hamilton Boulevard, extending to the east side of the C.S.X. Railroad from R-A, Residential-Agricultural District to I-1, Light Industry 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 BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential-Agricultural District to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a I-1, Light Industry 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; 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 ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". 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 20th day of December, 2022, 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 Zoning Ordinance was published in full on the 18th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, 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 **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above

described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; 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

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 7, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **James E. Taylor Property** for a change in zoning from **R-A, Residential-Agricultural District to I-1, Light Industry District** for the property located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". 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 _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District to I-1, Light Industry District**. Under the proposed amendment to the Zoning Ordinance, 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 **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE **2022**

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of

the conditions set forth below have been complied with: **1) Completion of the Subdivision process; 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

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 24, 2022

Jason Linder
Linder Surveying
4330 County Road 3
Millry, Alabama 36558

Re: **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022 (Rezoning)
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

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

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **The changing conditions in a particular area make a change in the Ordinance necessary and desirable.**

The rezoning should be subject to the following conditions:

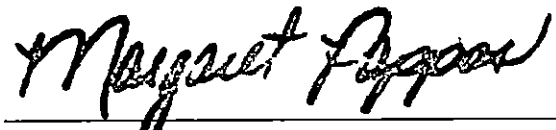
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $317.10. 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
October 7, 2022
PUBLIC HEARING NOTICE

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com

August 24, 2022

City of Mobile
Planning and Zoning

RE: Rezoning Application of Parcel Numbers R023308344000012.000 and R023308344000014.000

The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.

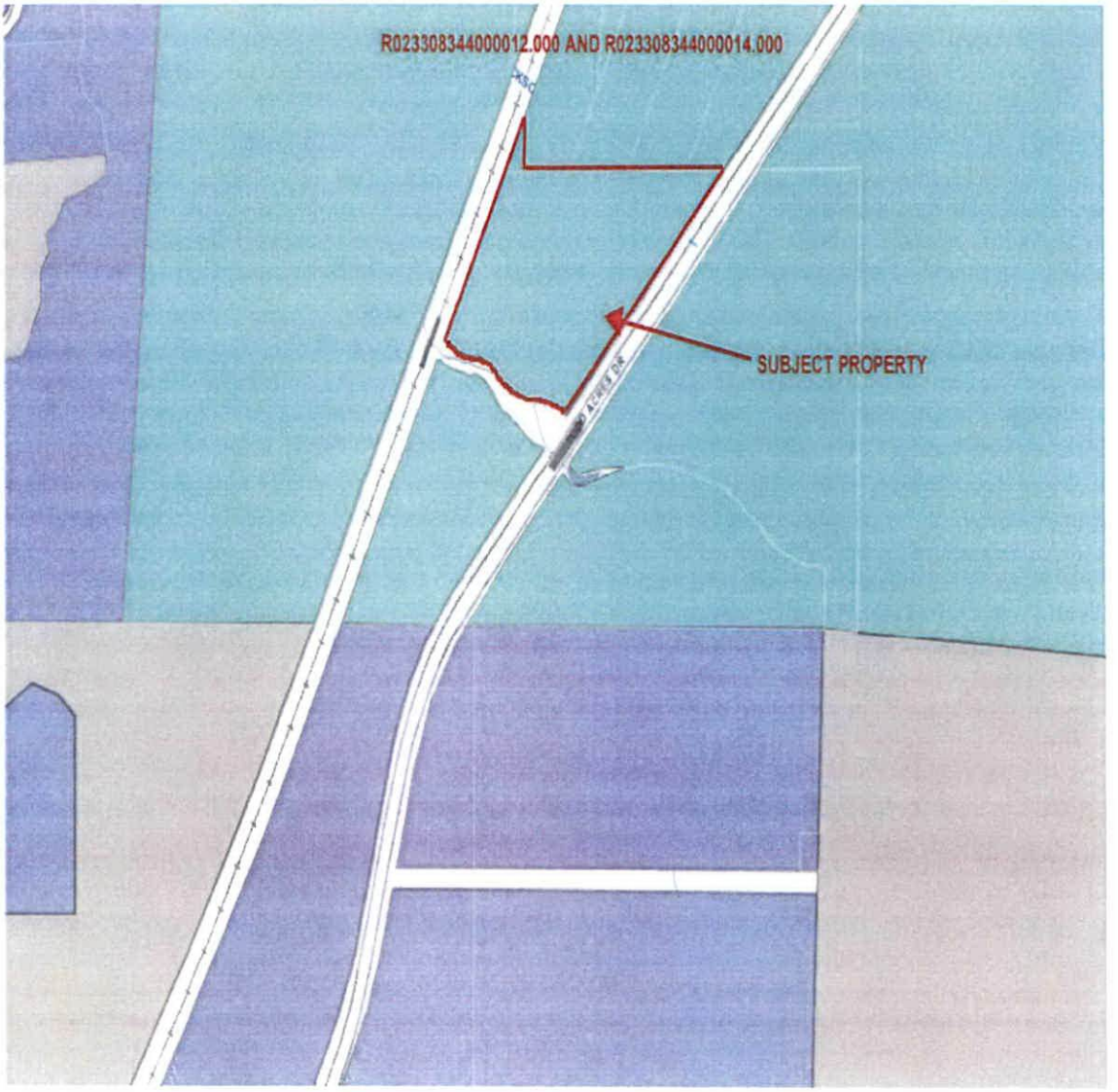
The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com



dotloop signature verification: [illegible]

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, James E. Taylor _____, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at R3308344000012 and R3308344000014.

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

Andrew Wiese
Designee (1)

andrewwiese@yahoo.com
Email

251-406-0754
Phone Number

James E. Taylor dotloop verified 07/25/22 4:06 PM CDT 9FDU-MNIX-QFTQ-SPYD
Signature of Property Owner

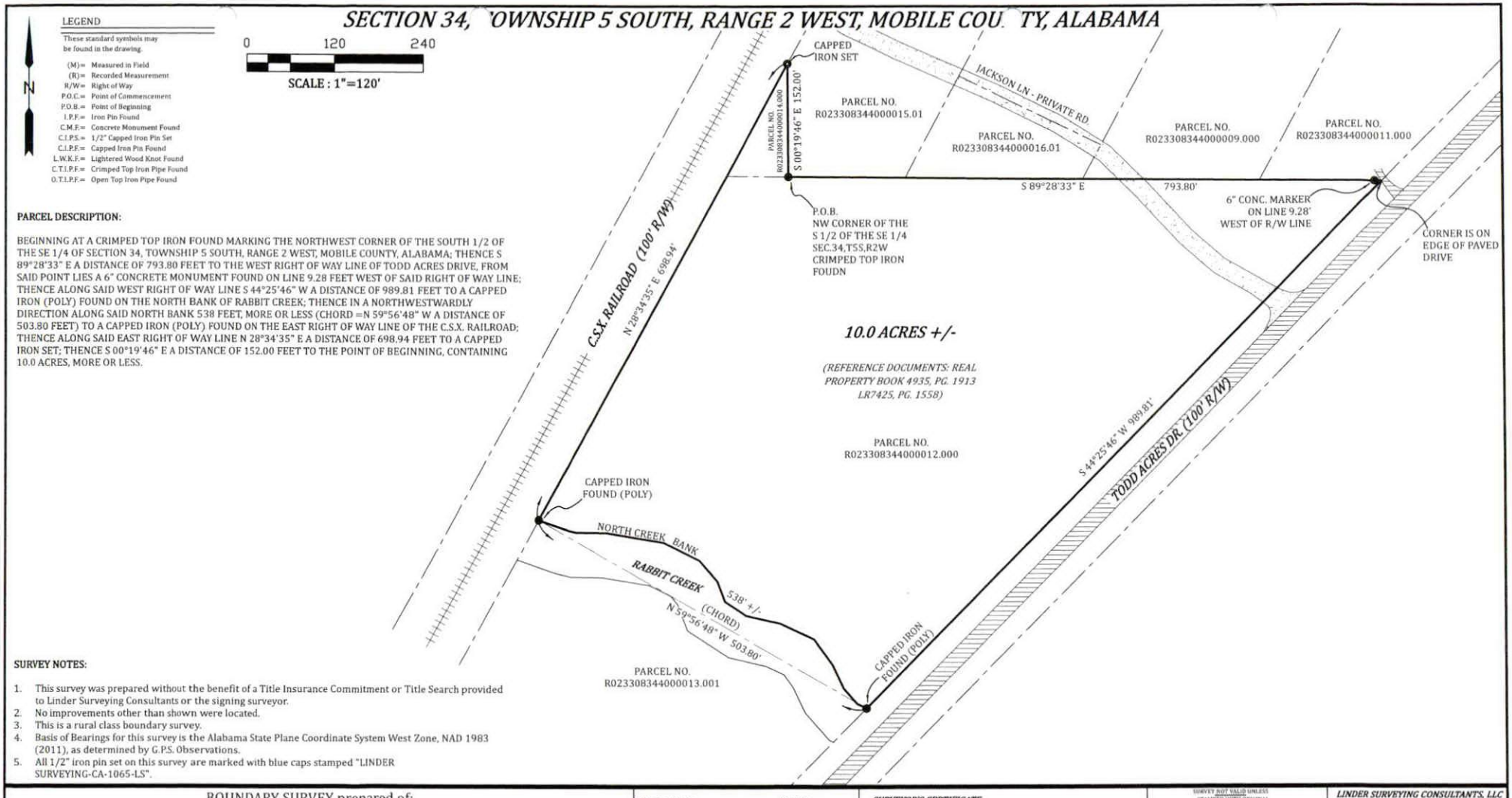
Jason Linder
Designee (2)

jason@lindersurveying.com
Email

251-295-2900
Phone Number

7-25-22
Date

SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA



PARCEL DESCRIPTION:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

SURVEY NOTES:

1. This survey was prepared without the benefit of a Title Insurance Commitment or Title Search provided to Linder Surveying Consultants or the signing surveyor.
2. No improvements other than shown were located.
3. This is a rural class boundary survey.
4. Basis of Bearings for this survey is the Alabama State Plane Coordinate System West Zone, NAD 1983 (2011), as determined by G.P.S. Observations.
5. All 1/2" iron pin set on this survey are marked with blue caps stamped "LINDER SURVEYING-CA-1065-LS".

BOUNDARY SURVEY prepared of:
MOBILE COUNTY PARCEL NOs R023308344000012.000 and R023308344000014.000

NO.	DATE	REVISIONS	BY	CK.	APPR.
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-

DRAWN BY JML	DATE 07/19/2022
CHECKED BY KMT	DATE 07/19/2022
APPROVED BY JML	DATE 07/19/2022
SCALE 1"=120'	

SURVEYOR'S CERTIFICATE

I, Jason 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.

Jason M. Linder, Alabama Registration No. 34762

SURVEY NOT VALID UNLESS STAMPED WITH ORIGINAL STAMP or SEAL

ALABAMA LICENSED NO. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
960 Schillinger Road S, Suite I, Mobile, AL 36695
370 First St. Silas, AL
O: 251-542-9334 C: 251-295-2900

LINDER SURVEYING CONSULTANTS

Certificate of Authorization CA-1065-LS

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	James E. Taylor Property
SUBDIVISION NAME	James E. Taylor – Todd Acres Subdivision
LOCATION	West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	1 Lot / 10.0± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add legible street names to the vicinity map.

C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line.
D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25.
G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD).
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT – NONE.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance

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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedications necessary. Jackson Lane, an existing, unpaved, private road goes through a portion of the property, and connects to otherwise land-locked parcels. No right-of-way width is provided for Jackson Lane, nor is it depicted as an ingress/egress easement. If approved, an ingress/egress easement should be depicted to accommodate Jackson Lane.

The plat does not indicate a minimum building setback line along Todd Acres Drive. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Todd Acres Drive. The lot size is labeled on the preliminary plat in acres only, and should be provided in square feet and acres on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.*

The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

The applicant states that the proposed use for the site is to accommodate a tree service business, but did not submit a proposed site plan. An office for a tree service would be allowed in a B-1, Buffer Business District, however in order to store vehicles, equipment, materials and supplies a minimum of I-1, Light Industry zoning district is required, as requested by the applicant. It should be noted that if a storage yard is proposed to be located on the site, it must be enclosed with an eight-foot tall solid wall or fence.

The property is bounded by R-A, Residential-Agricultural District property on all sides. As such, if approved, any development will be required to maintain a compliant residential buffer on all sides.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, application #8 is in the immediate area and consists of a rezoning request to I-2, Heavy Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the existing Todd Acres Drive right-of-way;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Todd Acres Drive;
3) provision of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;

4) compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add legible street names to the vicinity map. C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line. D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information. E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25. G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD). H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT – NONE. I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
5) placement of a note on the Final Plat stating the 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, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
6) compliance with the 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.)*;
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
8) completion of the Rezoning process prior signing the Final Plat.

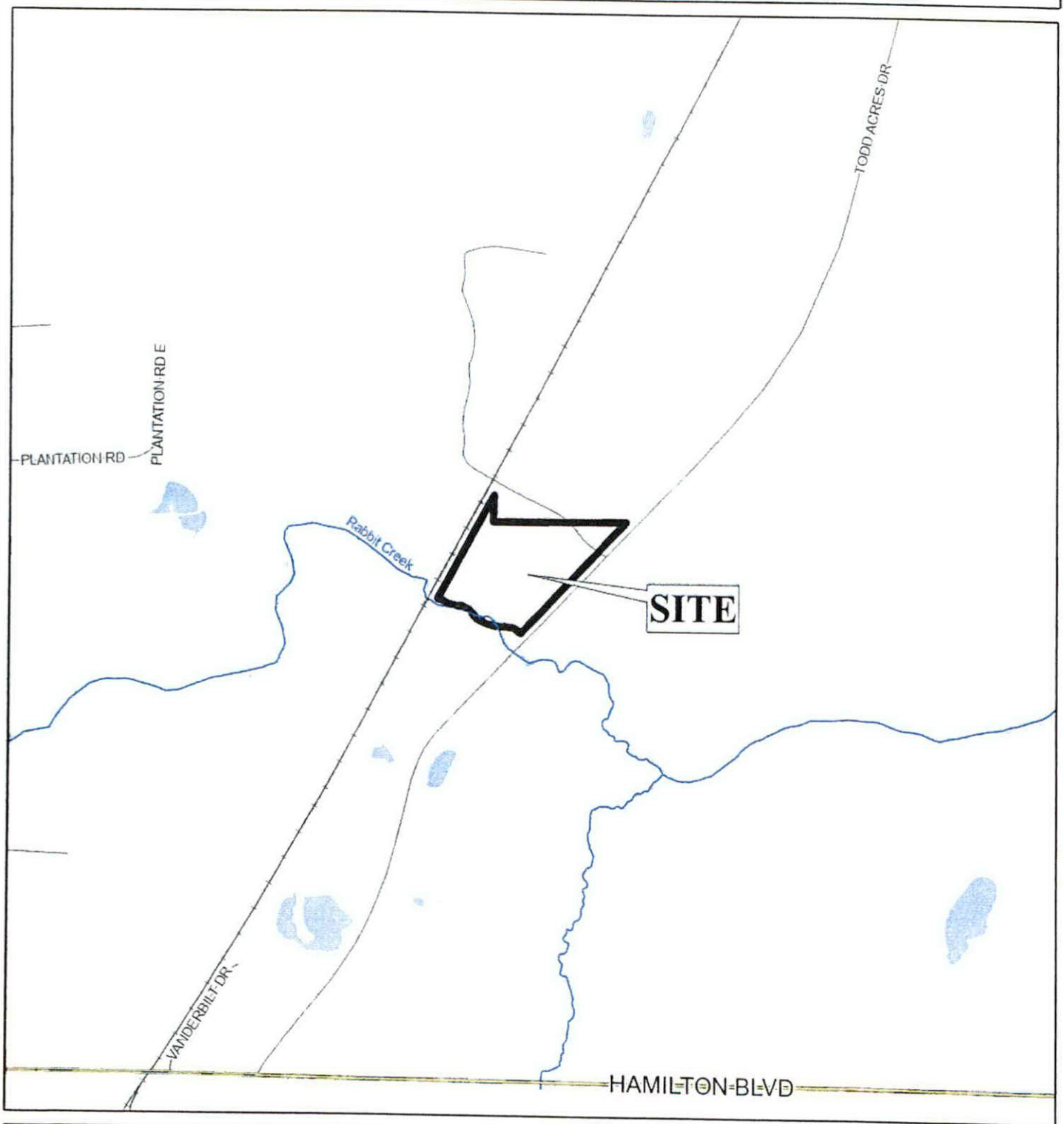
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

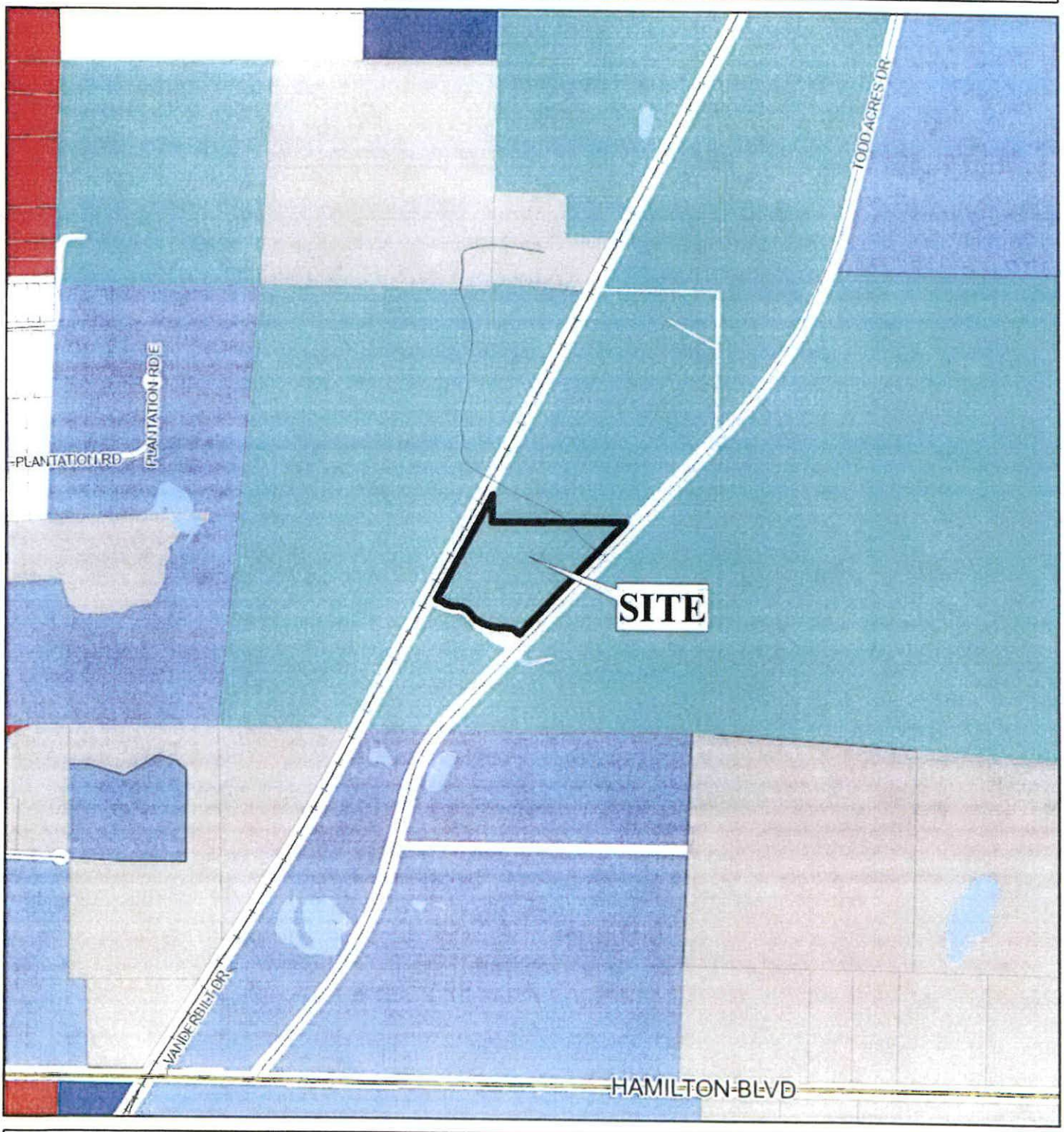
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 20, 2022

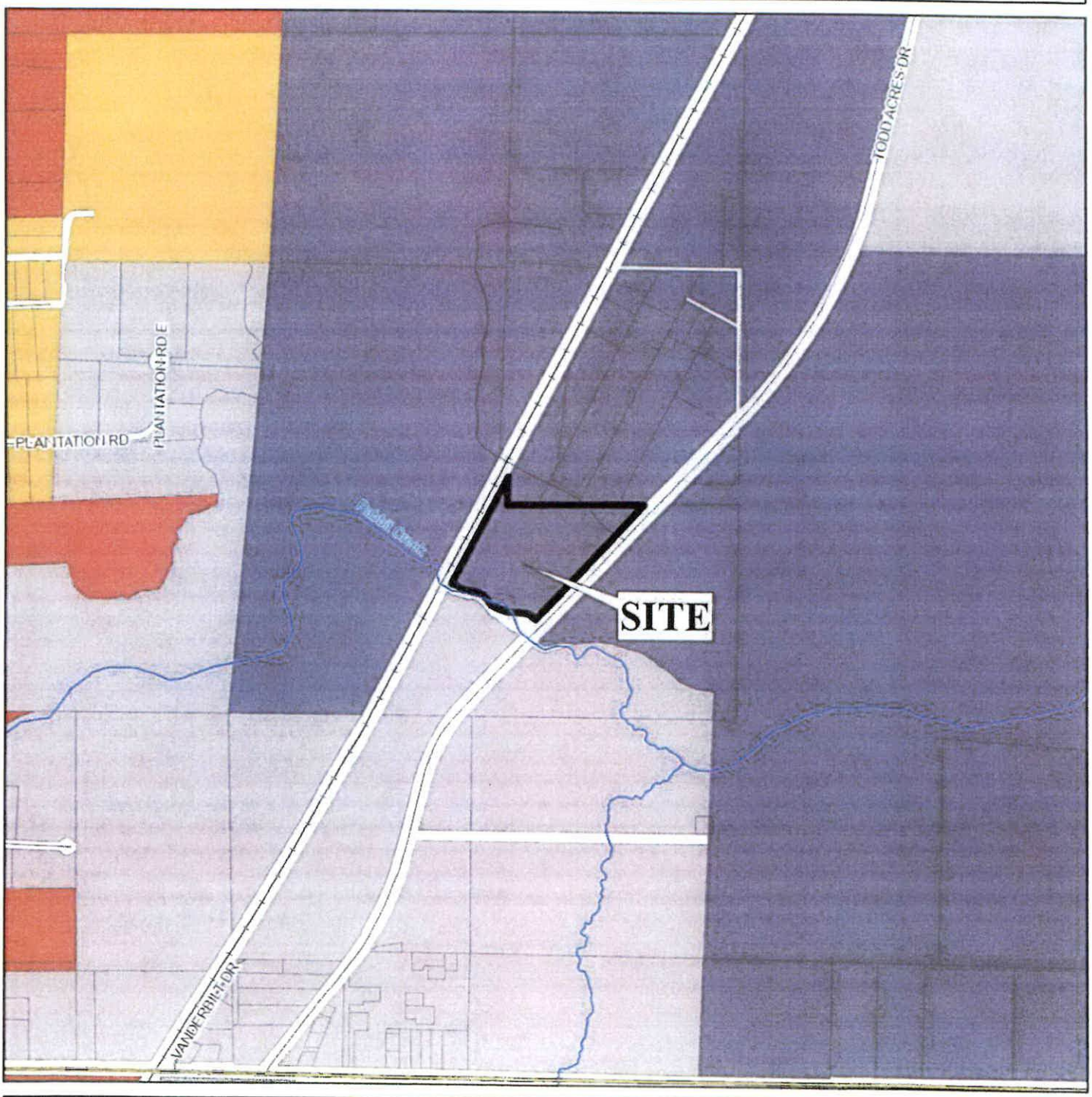
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

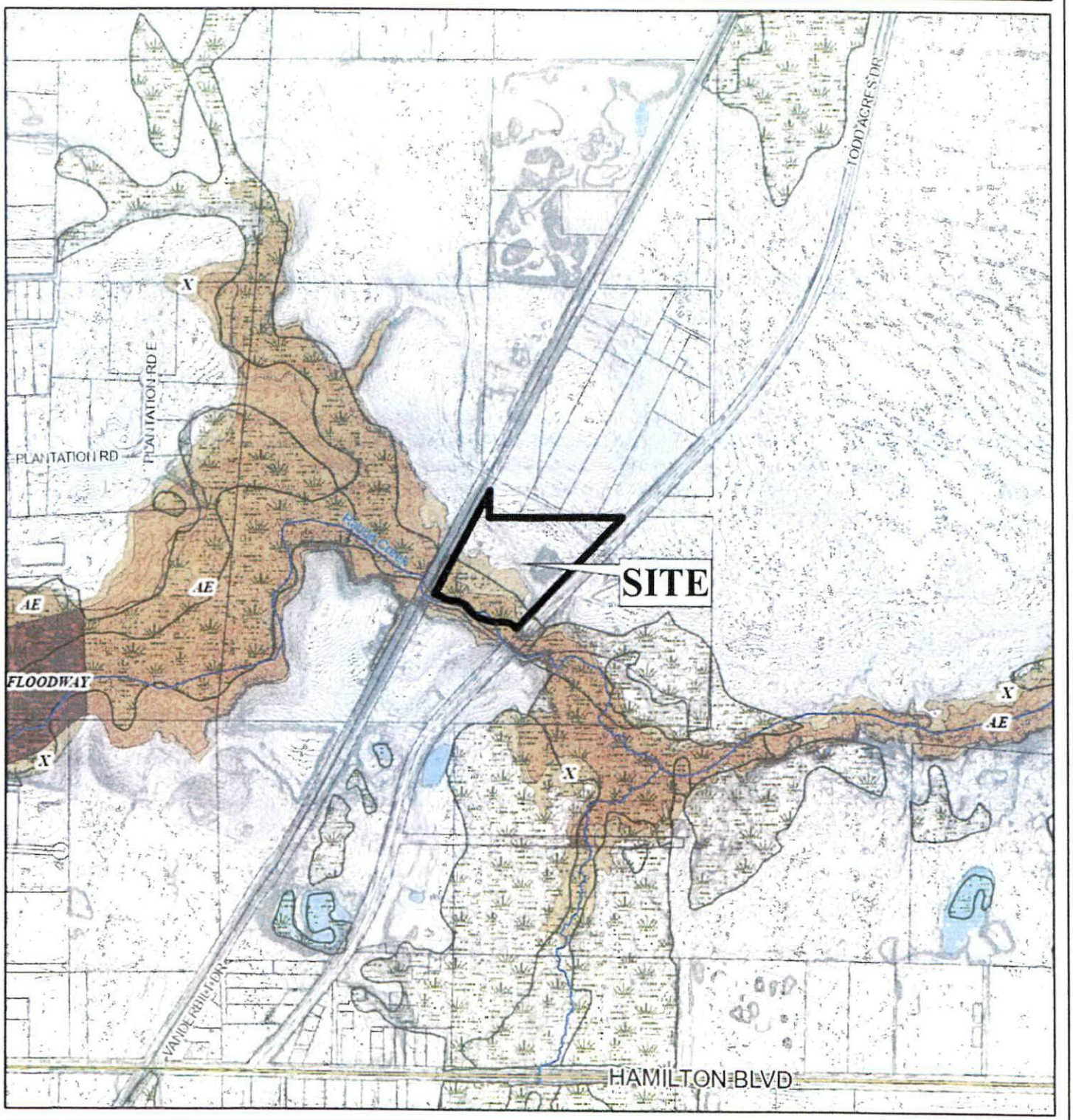
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

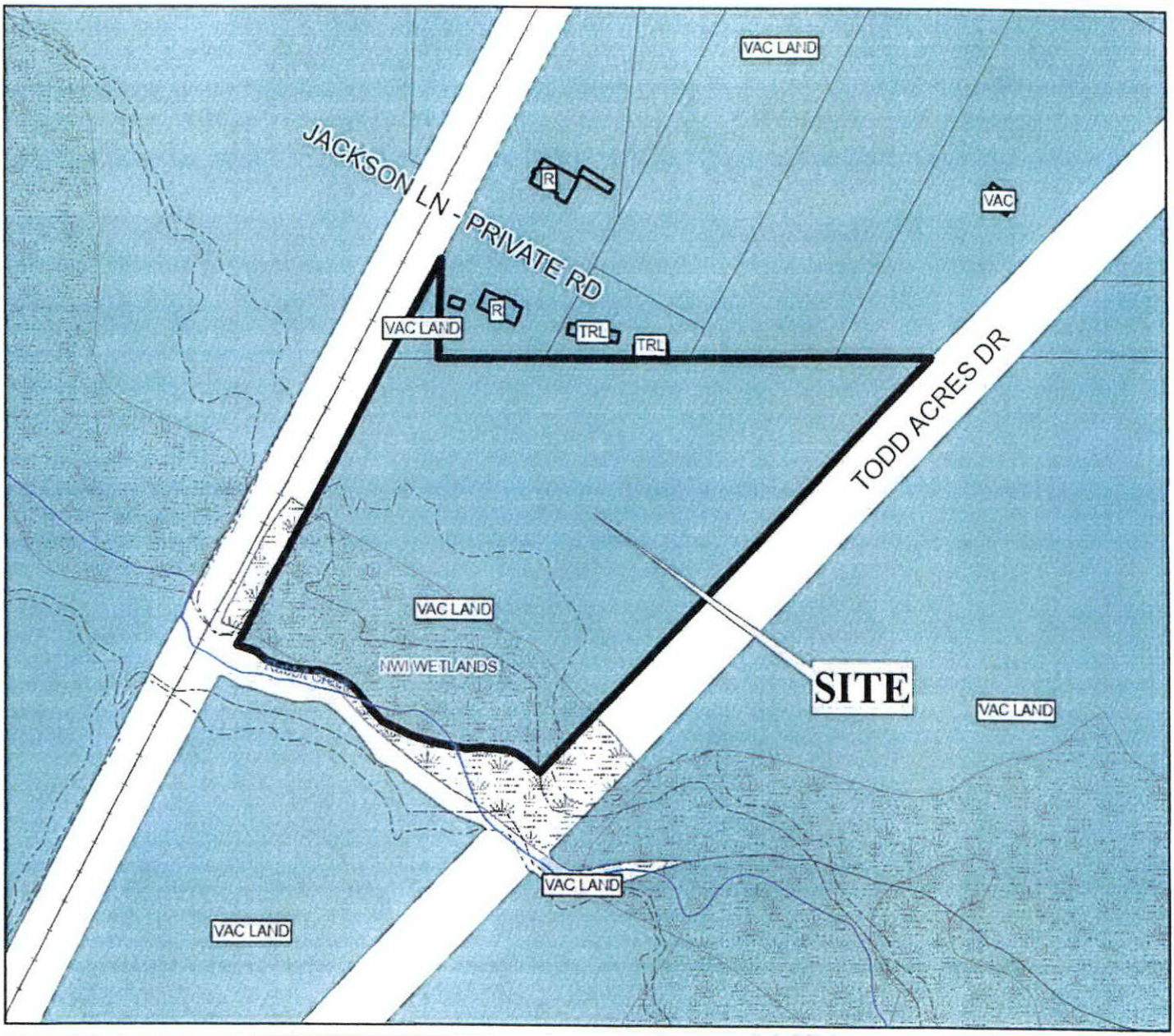
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

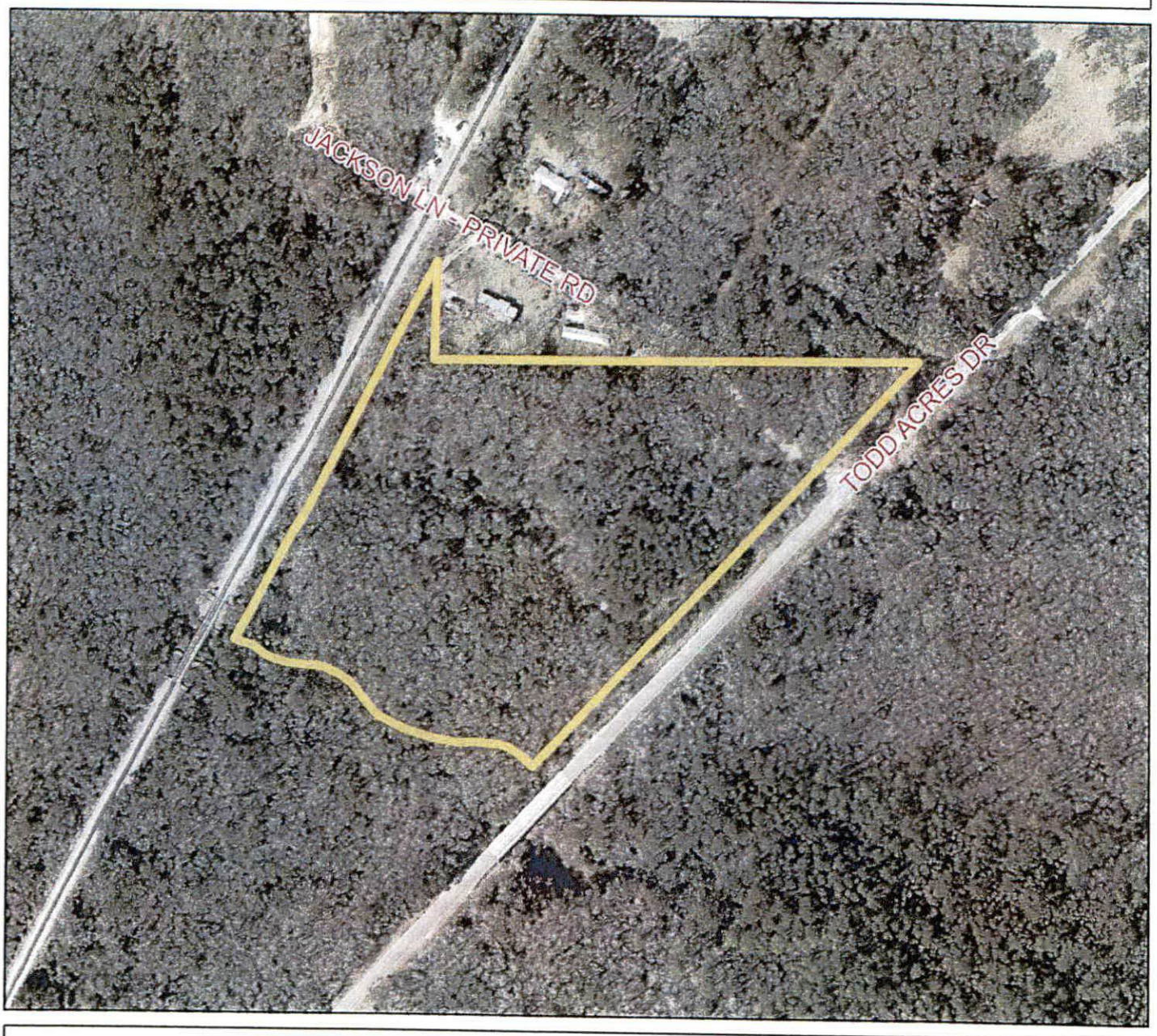
REQUEST Subdivision, Rezoning from R-A to I-1

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

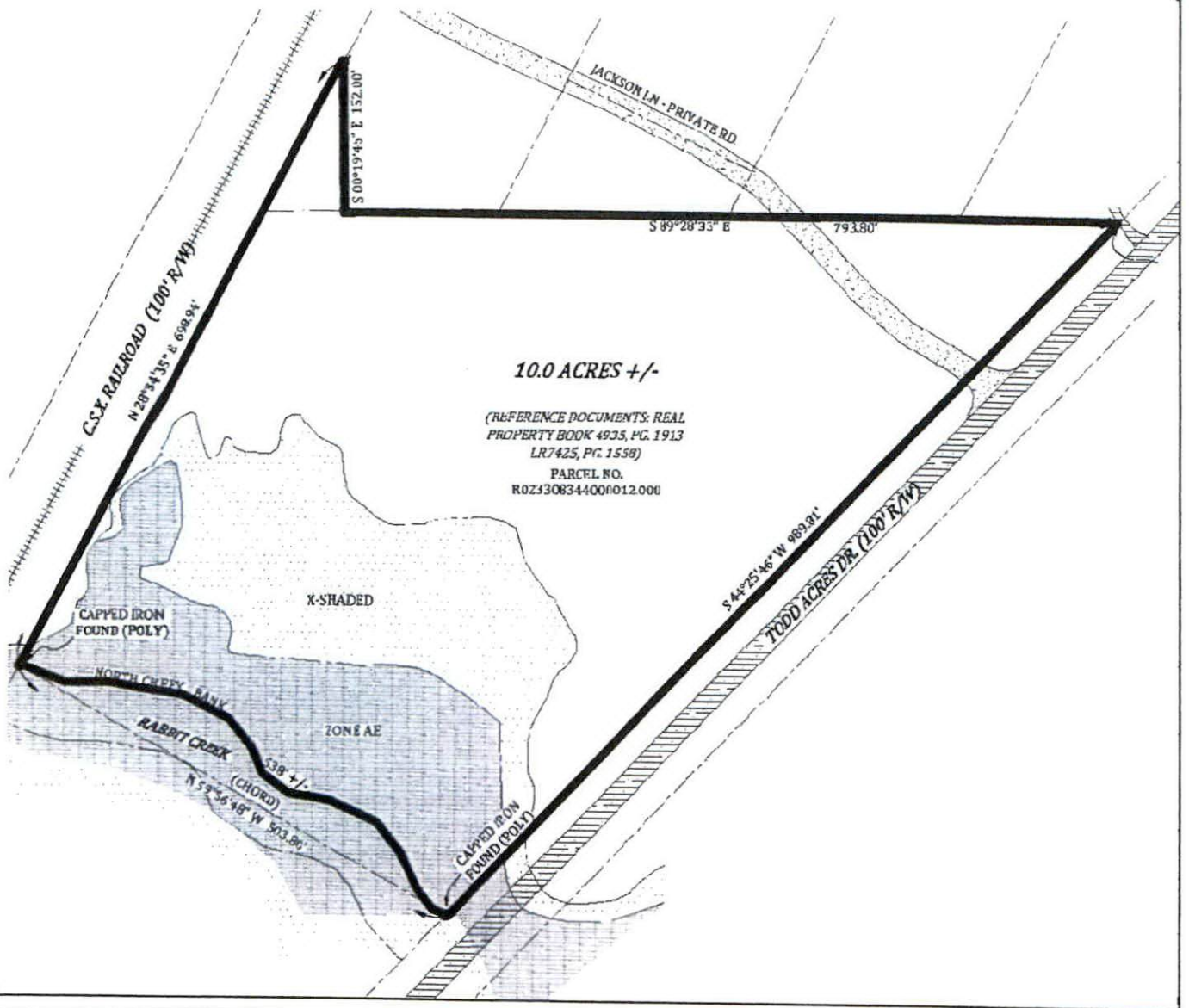
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, flood zones, and area to be rezoned.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:11 PM

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 6137 Todd Acres Drive
(West and east side of Todd Acres Drive; extending to the south side of
Kooiman Road, 680' ± west of Todd Acres Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 22, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive (west and east side of Todd Acres Drive; extending to the south side of Kooiman Road, 680' ± west of Todd Acres Drive) from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

The public hearing will be held at the History Museum of Mobile, 111 South Royal 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 BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63

feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 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 ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the History Museum of Mobile, 111 South Royal Street, on the 20th day of December, 2022, 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 Zoning Ordinance was published in full on the 30th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, 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 **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet;

thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-

11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 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

Todd Acres Industrial Park Subdivision
6137 Todd Acres Drive
West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 14, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **Todd Acres Industrial Park Subdivision** for a change in zoning from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Thursday, November 10, 2022 1:38 PM
To: Screws, Tracy; Burch, Victoria
Cc: York, Marie
Subject: RE: Updated LOD

No need. Please print this for the file and I will forward the fee to the applicant. We are on a time crunch. Thank you.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Screws, Tracy <tracy.screws@cityofmobile.org>
Sent: Thursday, November 10, 2022 1:36 PM
To: Burch, Victoria <victoria.burch@cityofmobile.org>
Cc: York, Marie <marie.cross@cityofmobile.org>; Pappas, Margaret <pappasm@cityofmobile.org>
Subject: Updated LOD

Will you please make an updated LOD for ZON-002226-2022 Todd Acres Dr that was on the Oct 20th agenda? The advertising fee is $639.45.

Thanks!

Best Regards,
Tracy Screws

Secretary
Planning & Zoning
Tracy.screws@cityofmobile.org
(251) 208-5895

The Planning & Zoning office will be closed Friday, November 11th, for Veterans Day.

The Planning & Zoning office hours are Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.

BUILDMOBILE

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South

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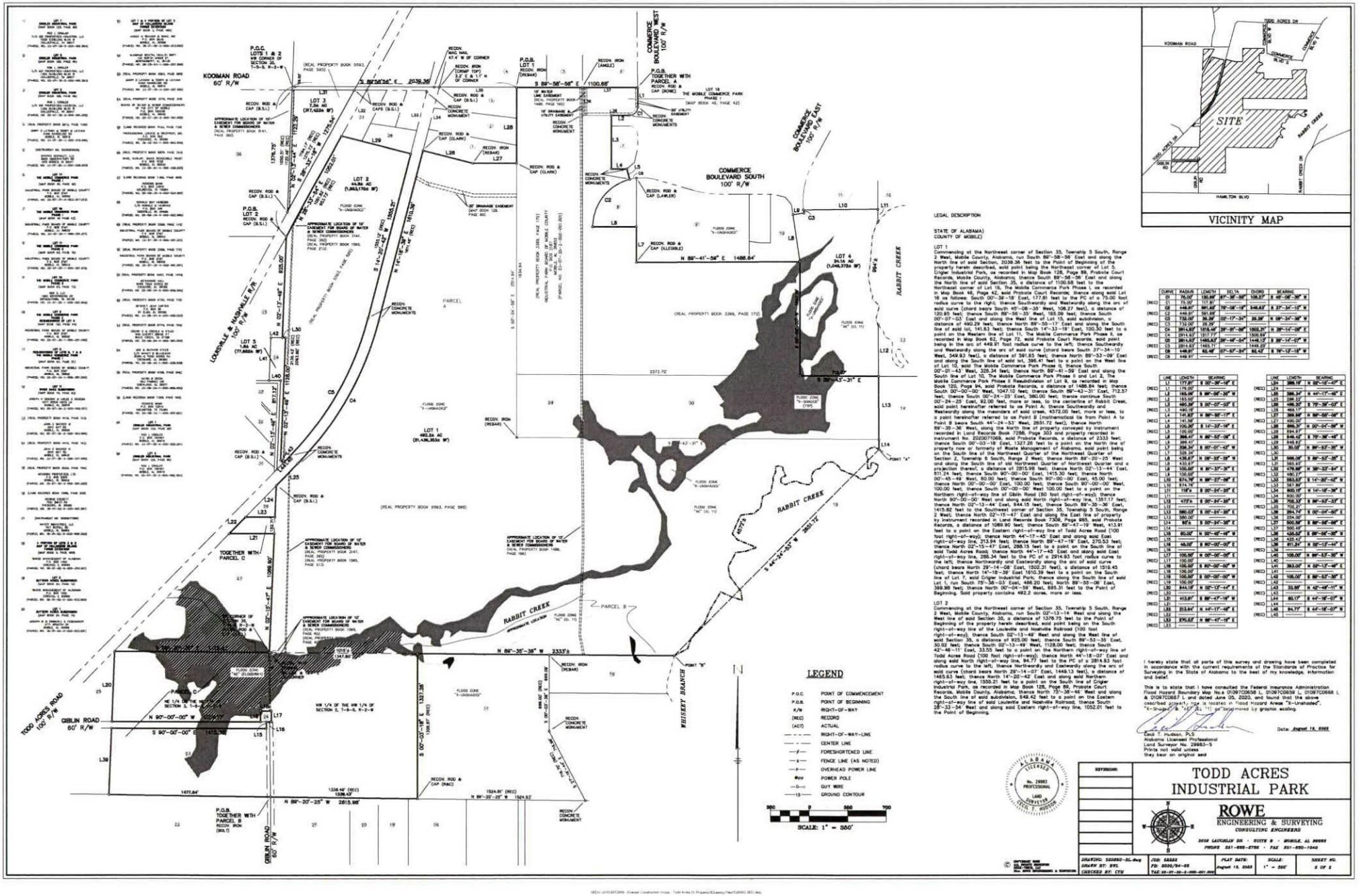
LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

LOT 2
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.


KOOMAN ROAD
60' R/W
LOUISVILLE & NASHVILLE R/R
100' R/W
COMMERCE BOULEVARD SOUTH
100' R/W
COMMERCE BOULEVARD WEST
100' R/W
COMMERCE BOULEVARD EAST
100' R/W
RABBIT CREEK
WHISKEY BRANCH
TODD ACRES ROAD
100' R/W
QIBLIN ROAD
60' R/W
LOT 1
492.3± AC
(21,436,353± SF)
LOT 2
44.8± AC
(1,953,170± SF)
LOT 3
7.3± AC
(317,428± SF)
LOT 4
24.1± AC
(1,046,378± SF)
LOT 5
1.8± AC
(77,488± SF)
PARCEL A
PARCEL B
PARCEL C
TOGETHER WITH PARCEL C
TOGETHER WITH PARCEL B
POINT "A"
POINT "B"
P.O.C. LOTS 1 & 2
NW CORNER OF SECTION 35, T-5-S, R-2-W
P.O.B. LOT 1
P.O.B. LOT 2
P.O.B. TOGETHER WITH PARCEL A
P.O.B. TOGETHER WITH PARCEL B
S 89°-58'-56" E 1100.68'
N 89°-41'-58" E 1488.64'
S 89°-43'-31" E 710.07'
N 89°-58'-56" W 2333'±
S 44°-24'-53" W 2651.72'
S 89°-20'-25" E 1324.4'±
N 89°-20'-25" W 2815.98'
S 00°-03'-18" E 1327.38'
N 00°-07'-00" W 1315.4'
S 90°-07'-00" E 1315.4'
N 00°-13'-44" E 1319.00'
S 00°-13'-44" E 1319.00

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 31, 2022

Charles Tisher, PE
3901 Springhill Avenue
Mobile, Alabama 36608

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022 (Rezoning)
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

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

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable;**
b. **there is a need to increase the number of sites available to business or industry;**
c. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The rezoning should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

Please note that a revised legal description for both Lots 1 and 2 is required in order to calculate the advertising fee for the application before it is forwarded to the City Clerk's office and subsequently 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

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
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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 or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

Application Submission
Contact Information

Name of Project: Todd Acres Industrial Park

Address: 6137 Todd Acres Dr.

Owner: Jerry and Terry Lathan
Industrial Park Board of Mobile County

Address: 5450 Rangeline Rd
PO Box 2187 Zip Code: 36619
36652

Phone: 251-443-7663 Fax: _____ Email: jerry@lathancompany.com

Authorized Agent: Charles Tisher, PE

Address: 3901 Springhill Ave Zip Code: 36608

Phone: 251-344-7073 Fax: _____ Email: ctisher@cglengineers.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Charles Tisher
Print

9-19-22
Date

authorized agent
Affiliation to project/Organization

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Rezoning Statement

Parcel Numbers: R023307353000001.000, R023307352000001.001, R023307353000001.001, R023307354000001.001, R023307351000001.000

We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.

THE LATHAN COMPANY

Historic Restoration
Since 1981

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

September 16, 2022

RE: Todd Acres Parcels
Parcel ID Number 3307353000001.00

To Whom it May Concern:

Jerry Lathan of Mobile County hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Seller concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced property.

Sincerely,

Jerry Lathan

Jerry Lathan
Property Owner

Home Office: 5450 Rangeline Road Mobile, Alabama 36619
Phone: 251/443-7663 Fax: 251/443-8350

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

P.O. BOX 2187
MOBILE, ALABAMA 36652-2187

September 9, 2022

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

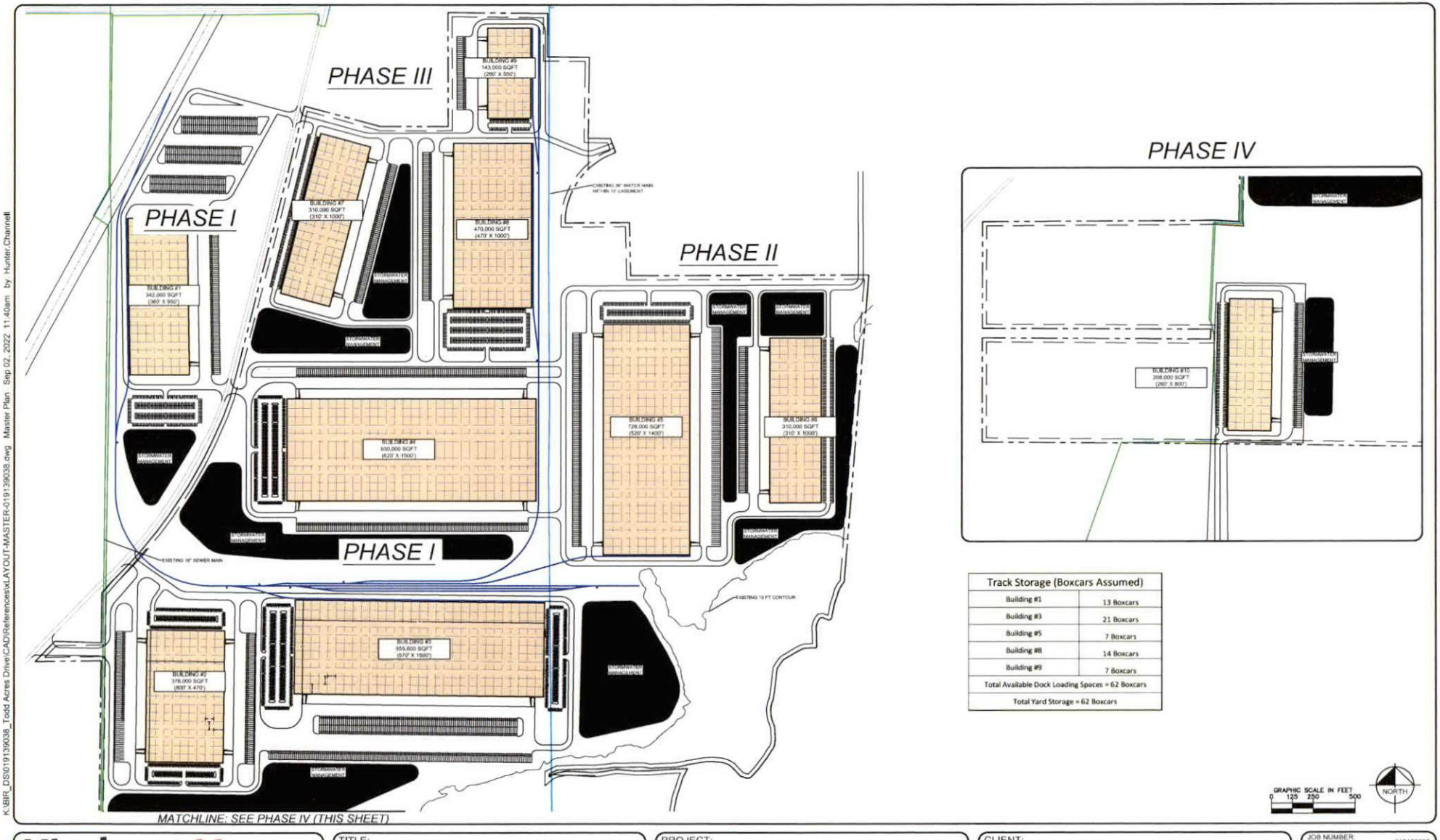
RE: Todd Acres Parcels
Parcel ID Nos: R023307352000001.001; R023307353000001.001;
R023307354000001.001; R023307351000001.000

To Whom it May Concern:

The Industrial Park Board of Mobile County (the "Board") hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Board concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced properties.

Sincerely,

Lowell J. Friedman
Chairman
Industrial Park Board of Mobile County



Track Storage (Boxcars Assumed)	
Building #1	13 Boxcars
Building #3	21 Boxcars
Building #5	7 Boxcars
Building #8	14 Boxcars
Building #9	7 Boxcars
Total Available Dock Loading Spaces = 62 Boxcars	
Total Yard Storage = 62 Boxcars	

K:\BIR_DSV\019139038_Todd Acres Drive\CAD\References\xLAYOUT-MASTER-019139038.dwg Master Plan Sep 02, 2022 11:40am by Hunter.Channell

Kimley»Horn
11 NORTH WATER STREET, SUITE 9290, MOBILE, ALABAMA 36602
PHONE: (251) 263-8340 I www.kimley-horn.com

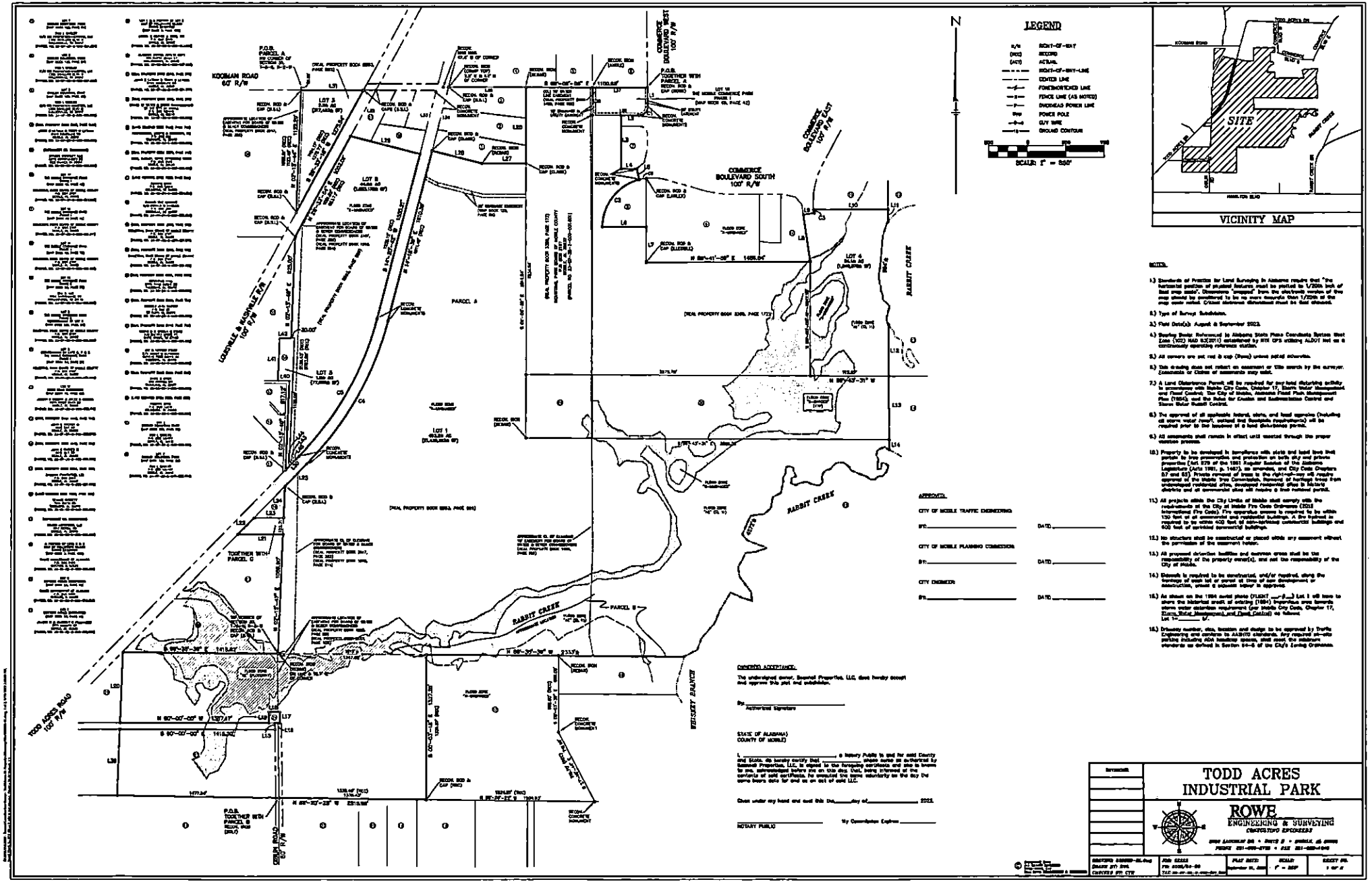
TITLE: CONCEPT SITE PLAN

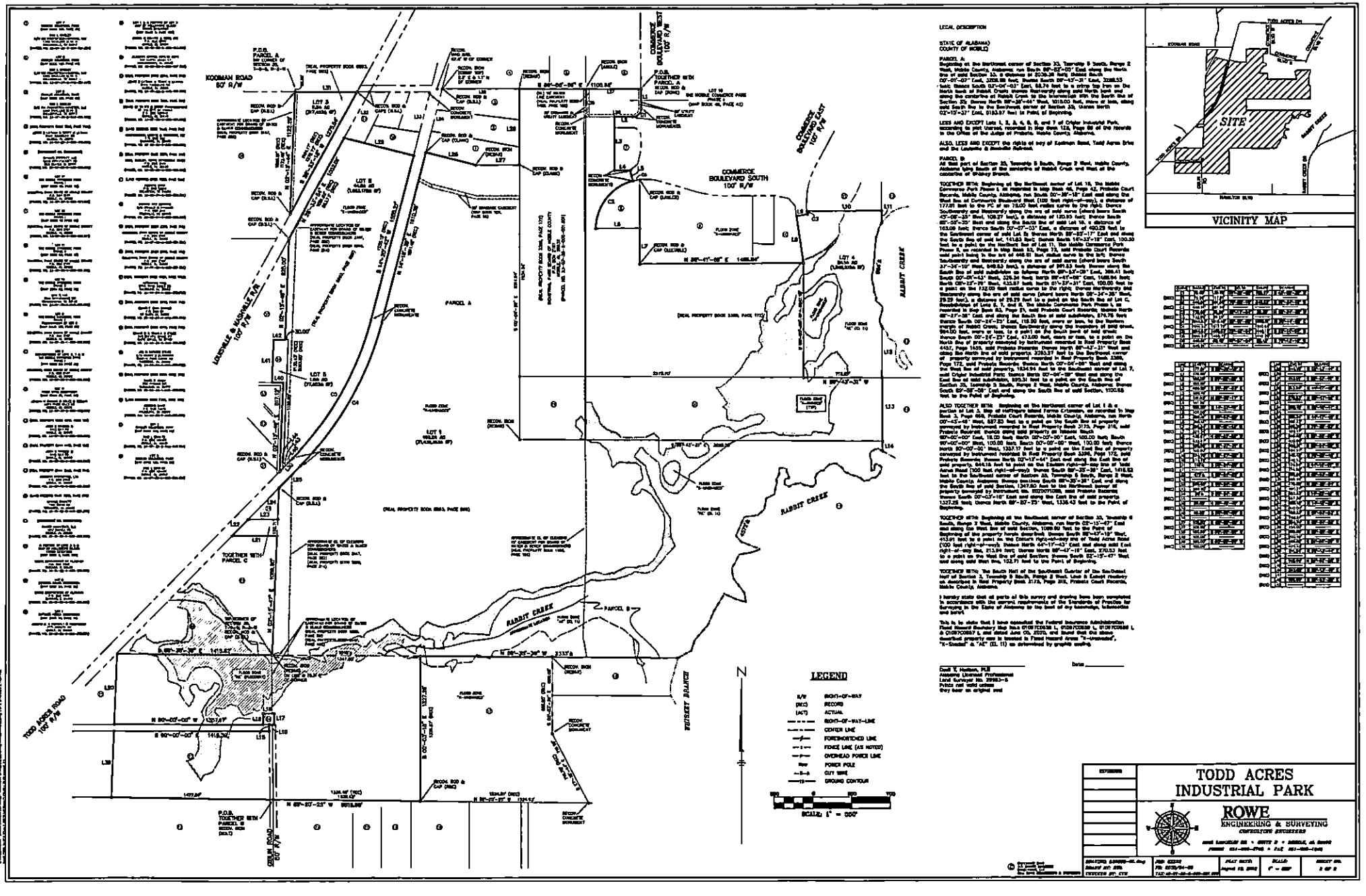
PROJECT: TODD ACRES DRIVE MASTER PLAN

CLIENT: SCANNELL PROPERTIES

JOB NUMBER:	019139038
SCALE:	1" = 250'
DATE:	08/25/2022
SHEET:	CSP 1

THE DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2019


TODD ACRES INDUSTRIAL PARK
ROWE ENGINEERING & SURVEYING
LEGEND
VICINITY MAP
SITE
NOTES
OWNER'S ACCEPTANCE
APPROVAL
KOOMAN ROAD
TODD ACRES ROAD
DEMAN ROAD
COMMERCE BOULEVARD SOUTH
COMMERCE BOULEVARD WEST
COMMERCE BOULEVARD EAST
LOUISVILLE & NASHVILLE R/R
RABBIT CREEK
BRUSHY BRANCH
PARCEL A
PARCEL B
PARCEL C
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

PARCEL A:

Beginning at the Northeast corner of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; run South 89°-52'-09" East along the North line of said Section 33, a distance of 2036.26 feet; thence South 02°-07'-00" East, 3208.88 feet; thence North 89°-47'-31" East, 2288.53 feet; thence South 02°-04'-03" East, 58.74 feet to a point on the North bank of Rabbit Creek; thence Northwesterly along said North bank and along the centerline of Rabbit Creek to the intersection with the South line of Section 28, thence North 89°-58'-44" West, 1015.00 feet, more or less, along said South line to the Southwest corner of Section 28, thence North 02°-13'-37" East, 5183.87 feet to Point of Beginning.

LESS AND EXCEPT Lots 1, 2, 3, 4, 5, 6, and 7 of Chipler Industrial Park, according to plat thereof, recorded in Map Book 16A, Page 50 of the Records in the Office of the Judge of Probate, Mobile County, Alabama.

ALSO, LESS AND EXCEPT the right-of-way of Kooiman Road, Todd Acres Drive and the Louisville & Nashville Railroad.

PARCEL B:

All that part of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama lying South of the centerline of Rabbit Creek and West of the centerline of Wetsket Branch.

TOGETHER WITH: Beginning at the Northwest corner of Lot 10, The Mobile Commerce Park Phase II, as recorded in Map Book 46, Page 42, Probate Court Records, Mobile County, Alabama, run South 02°-39'-18" East and along the West line of Commerce Boulevard West (100' foot right-of-way), a distance of 177.81 feet to the PC of an 11.00 foot radius curve to the right; thence Southwesterly and Northwesterly along the arc of said curve (chord bears South 45°-09'-39" West, 109.27 feet), a distance of 120.93 feet; thence South 65°-40'-39" West, 97.47 feet; thence South 24°-19'-21" East, 16.00 feet; thence South 01°-07'-03" East, a distance of 165.08 feet; thence South 01°-07'-03" East, a distance of 460.29 feet to the Southwest corner of said Lot 9; thence North 89°-52'-17" East and along the South line of said Lot, 1414.83 feet; thence North 14°-31'-18" East, 100.30 feet to a point on the Northeast line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 53, Page 73, said Probate Records; said point being to the Arc of 466.50 foot radius curve to the left; thence Northwesterly and Southwesterly along the arc of said curve (chord bears South 37°-39'-19" West, 648.53 feet), a distance of 591.53 feet; thence along the South line of said subdivision as follows: North 89°-13'-39" East, 369.41 feet; South 00°-42'-42" East, 84.54 feet; North 89°-47'-18" East, 114.00 feet; thence North 08°-12'-41" West, 433.87 feet; North 81°-29'-31" East, 100.00 feet to a point on the 742.00 foot radius curve to the right; thence Northeasterly and Southeasterly along the arc of said curve (chord bears North 09°-24'-39" East, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 1 and 2, The Mobile Commerce Park Phase I, as recorded in Map Book 53, Page 51, said Probate Court Records; thence North 89°-47'-31" East and along the South line of said subdivision, 874.76 feet; thence South 09°-24'-25" East, 132.30 feet, more or less, to the Northwest corner of Rabbit Creek; thence Southwesterly along the Property as deed recorded in Map Book 53, Page 51, said Probate Court Records; thence North 89°-47'-31" West and along said South line of said property, 2283.37 feet to the Southwest corner of property conveyed by instrument recorded in Real Property Book 3366, Page 172, said Probate Records; thence North 02°-04'-03" West and along the East line of said property, 1834.94 feet to the Southeast corner of Lot 7, Todd Acres Industrial Park; thence North 02°-07'-00" West and along the East line of said subdivision, 895.31 feet to a point on the South line of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; thence South 89°-52'-09" East, and along the South line of said Section, 1100.86 feet to the Point of Beginning.

ALSO TOGETHER WITH: Beginning at the Northwest corner of Lot 1 & a portion of Lot 2, Map of Heritage Wood Farms Extension, as recorded in Map Book 3, Page 69A, Probate Court Records, Mobile County, Alabama; run North 02°-07'-47" West, 667.80 feet to the South line of South 2nd of Todd Acres, said property conveyed by instrument recorded in Real Property Book 3173, Page 316, said Probate Records; thence along said South line as follows: South 89°-52'-00" East, 18.00 feet; South 02°-07'-00" East, 100.00 feet; South 89°-52'-00" West, 100.00 feet; South 02°-07'-00" West, 100.00 feet; thence North 89°-52'-00" West, 1322.77 feet to a point on the East line of property conveyed by instrument recorded in Real Property Book 3366, Page 172, said Probate Records; thence North 02°-04'-03" West and along said East line of said property, 643.16 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence South 89°-52'-09" East, 1416.62 feet to the Southwest corner of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; thence continue South 89°-30'-39" East and along the South line of said Section, 1,347.80 feet to the Northwest corner of property conveyed by instrument No. 8320070286, said Probate Records; thence South 00°-13'-16" East and along the East line of said property 1,327.28 feet; thence North 89°-57'-23" West, 1338.43 feet to the Point of Beginning.

TOGETHER WITH: Beginning at the Southwest corner of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; run North 02°-13'-47" East and along the West line of said Section, 1099.60 feet to the Point of Beginning of the property herein described; thence North 54°-17'-19" West, 413.01 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 14°-43'-41" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-18" East, 370.52 feet to a point on the West line of said Section; thence South 02°-13'-47" West, and along said West line, 712.57 feet to the Point of Beginning.

TOGETHER WITH: The South Half of the Southwest Quarter of the Southeast Part of Section 3, Township 6 South, Range 2 West, Level & Cahall Reserve as described in Real Property Book 3173, Page 316, Probate Court Records, Mobile County, Alabama.

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

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map(s) No(s) 0100170003B & L, 0100170004B & L, 0100170006B & L & 0100170008B & L, and dated June 03, 2020, and found that the above described property was is located in Flood Hazard Areas "A-Unnumbered", "A-Studied" & "AE" (EL 11) as determined by graphic scaling.

Date: _____

Dustin T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29963-S
Police not valid unless
they bear an original seal

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160
Étiquettes d'adresse Easy Peel®
Repliez à l'horizontale afin de révéler le rebord Pop-up
Pat. avery.com/patents

BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

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KYLES JOE & AUTHINE KYLES C/O
NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEDGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

PATRICIA COOPER, ANTHONY COOPER,
ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
PO BOX 13519
ARLINGTON, TX 76094

LATHAN JERRY & TERRY M
4998 KOOIMAN RD
THEODORE, AL 36582

ROACH KYLE A & JENNIFER T ROACH
4301 RIVER OAKS LN
MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
PO BOX 2265
MOBILE, AL 36652

REGIONS BANK AS TRUSTEE
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CLARK GEER LATHAM & ASSOC. INC.
ATTN: CHARLES TISHER
3901 SPRINGHILL AVE
MOBILE, AL 36608

INDUSTRIAL PARK BOARD OF MOB
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PO BOX 2187
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SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	Todd Acres Industrial Park Subdivision
SUBDIVISION NAME	Todd Acres Industrial Park Subdivision
LOCATION	6137 Todd Acres Drive (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680'± West of Todd Acres Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	5 Lots / 570.2± Acres (Subdivision) 2 Lots / 537.0± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided
ENGINEERING COMMENTS	

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a detail of LOT 5 at the Todd Acres Road ROW.
C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed.
D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18).
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'.
G. Provide reference, on the map and the description, to a monumented corner.
H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6.
I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...".
K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance

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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District.

The site has been given Light Industry (LI) and Heavy Industry (HI) land use designations, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Heavy Industry (HI)
This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts

of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedication necessary. The site also has frontage along Kooiman Road, a minor street without curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedication necessary. Finally, the site has frontage along Commerce Boulevard West, Commerce Boulevard East, and Commerce Boulevard South, all minor streets with curb and gutter, and existing compliant rights-of-way of 100-feet, making no dedications necessary.

The plat does not indicate a minimum building setback line along any of the street frontages. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along all public street frontages.

The preliminary plat depicts several easements, and as such, a note should be placed on the Final Plat stating that no structures are allowed in any easements, without the permission of the easement holder.

The lot sizes are labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

The proposed Lot 5 is a flag shaped lot with approximately 30-feet of street frontage, and exceeds the maximum width-to-depth ratio as set forth in Section V.D.3. of the Subdivision regulations. Therefore, approval will require waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.*

The applicant only wishes to rezone proposed Lots 1 and 2, and has submitted a site plan showing a conceptual development, with multiple structures on the proposed Lot 1, and up to four (4) phases of development. If the proposed lots are to be developed with multiple structures, or shared access between building sites, they should be developed in full compliance with the Zoning Ordinance requirements at the time of development.

The site is bounded to the North by I-1, Light Industry District and B-5, Office-Distribution District; to the West by I-1 and R-A, Residential-Agricultural District; to the South by I-1, R-A and I-2, Heavy Industry District; and to the East by B-5, R-A, and I-2. If approved, a compliant residential buffer will be required where the property abuts residentially zoned or utilized property.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

On the application, the applicant states that the rezoning is necessary and desirable due to changing conditions in the area and a need to increase the number of sites available to business or industry. It should also be noted that as proposed, Lot 1 would be split-zoned, therefore the subdivision of land into building sites makes reclassification of the land necessary and desirable as well. Additionally, application #7 is in the immediate area and consists of a rezoning request to I-1, Light Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, with waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations subject to the following conditions:

1) retention of the existing rights-of-way for all public streets;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along all public streets;
3) retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that no structures are allowed in any easement without the permission of the easement holder;
5) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide a detail of LOT 5 at the Todd Acres Road ROW. C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed. D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18). E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'. G. Provide reference, on the map and the description, to a monumented corner. H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6. I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...". K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the 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, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with the 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.)*;
8) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
9) completion of the Rezoning process prior signing the Final Plat.

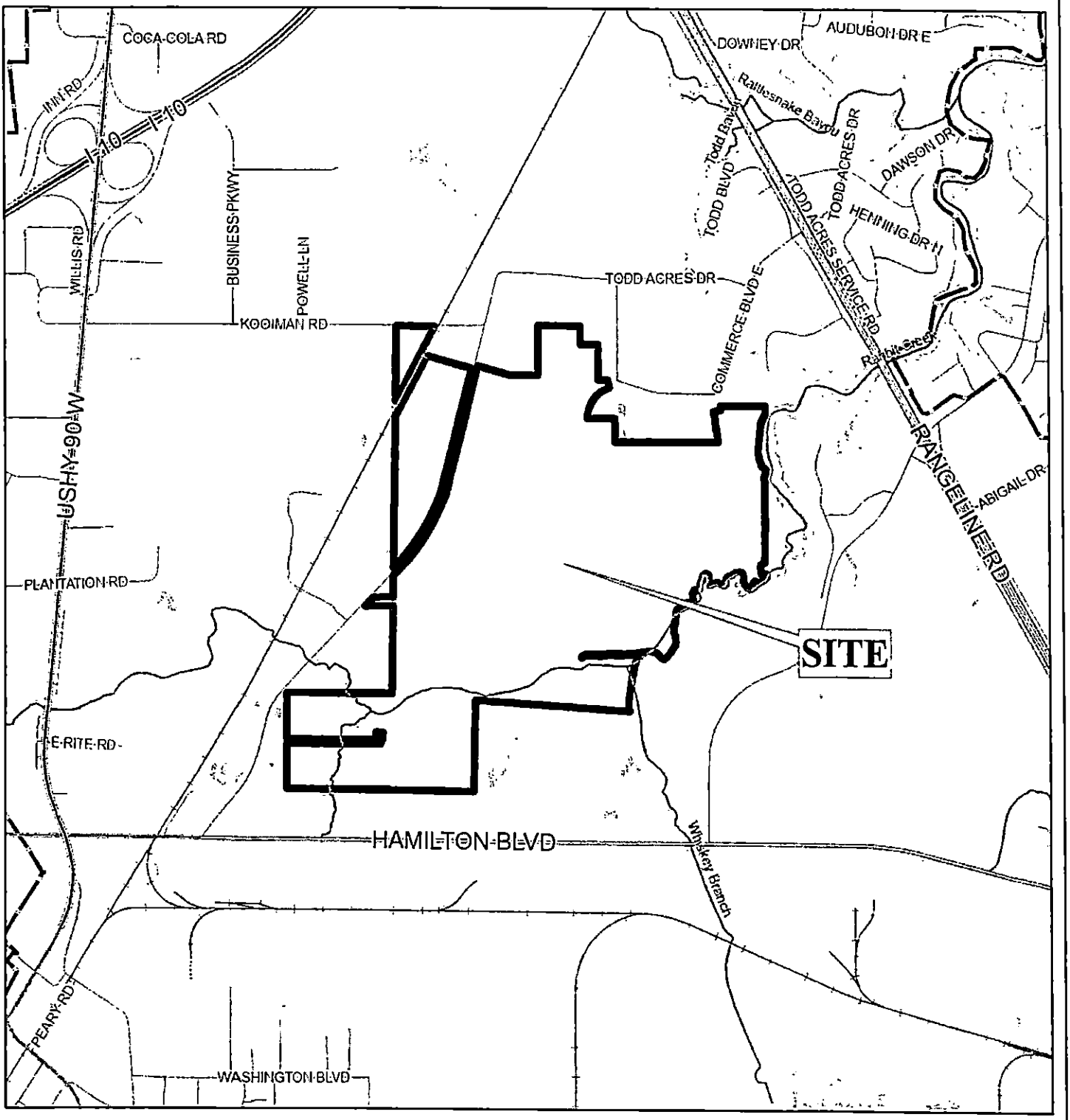
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable;
b) there is a need to increase the number of sites available to business or industry;
c) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

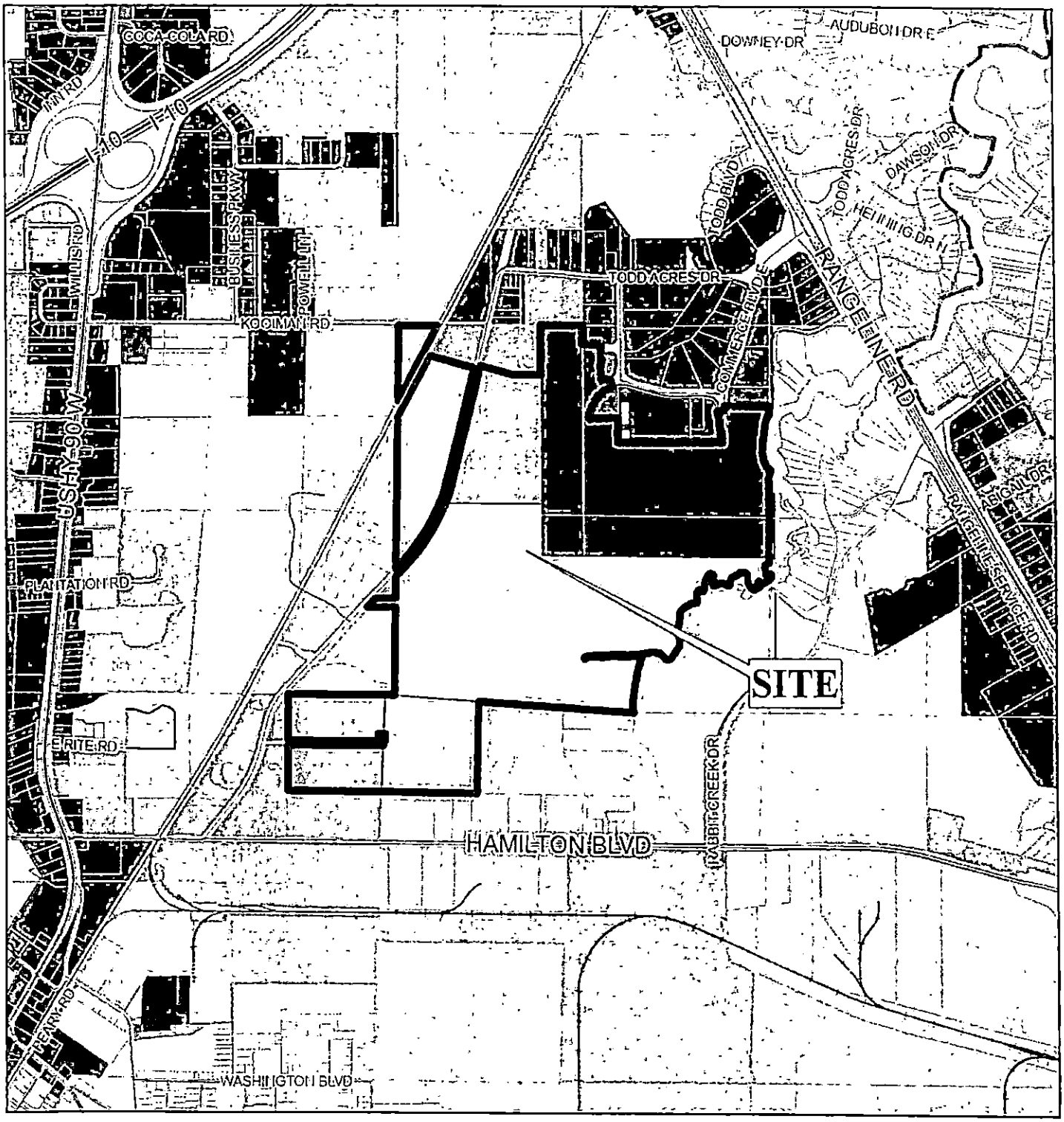
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE October 20, 2022

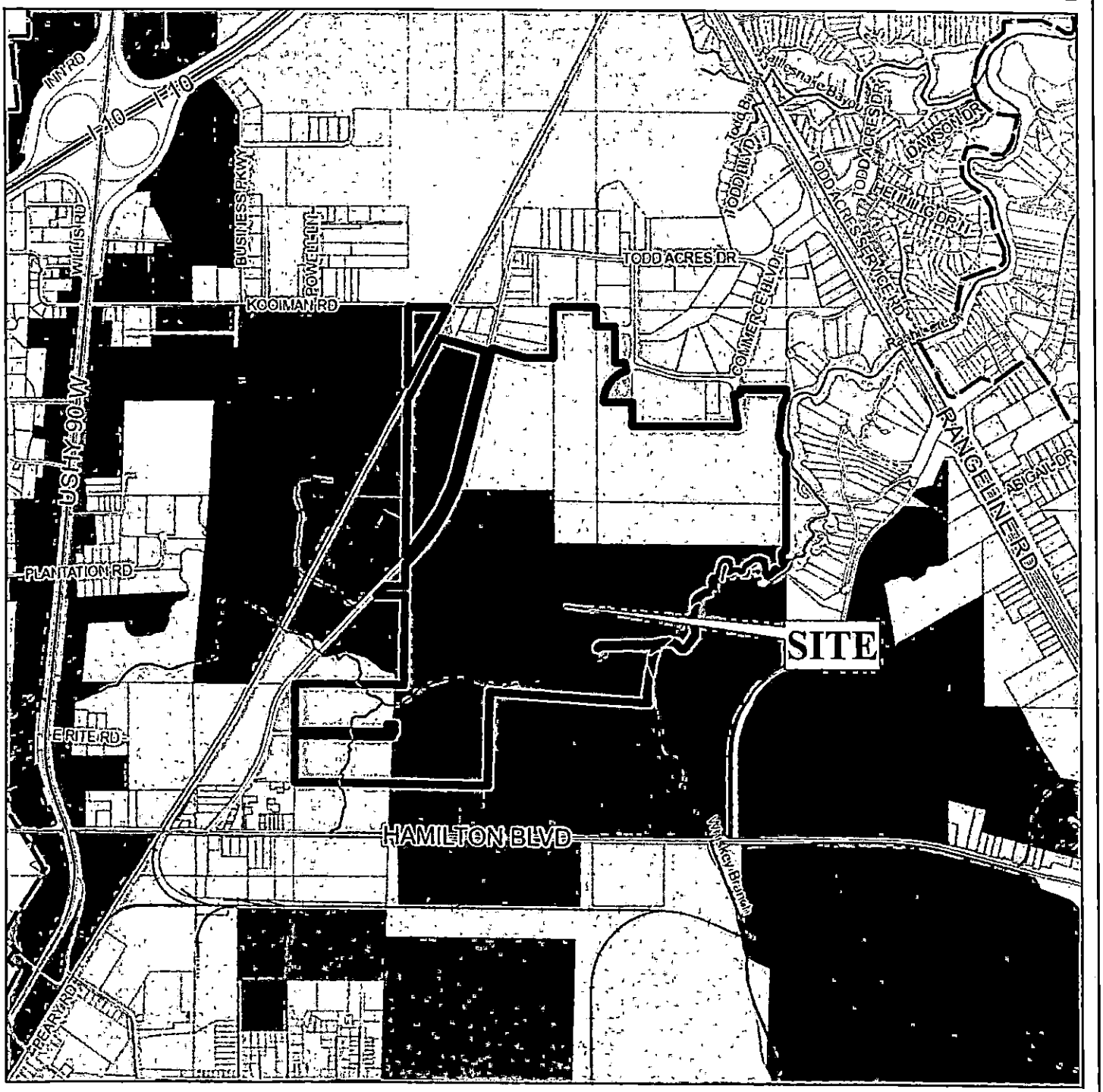
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

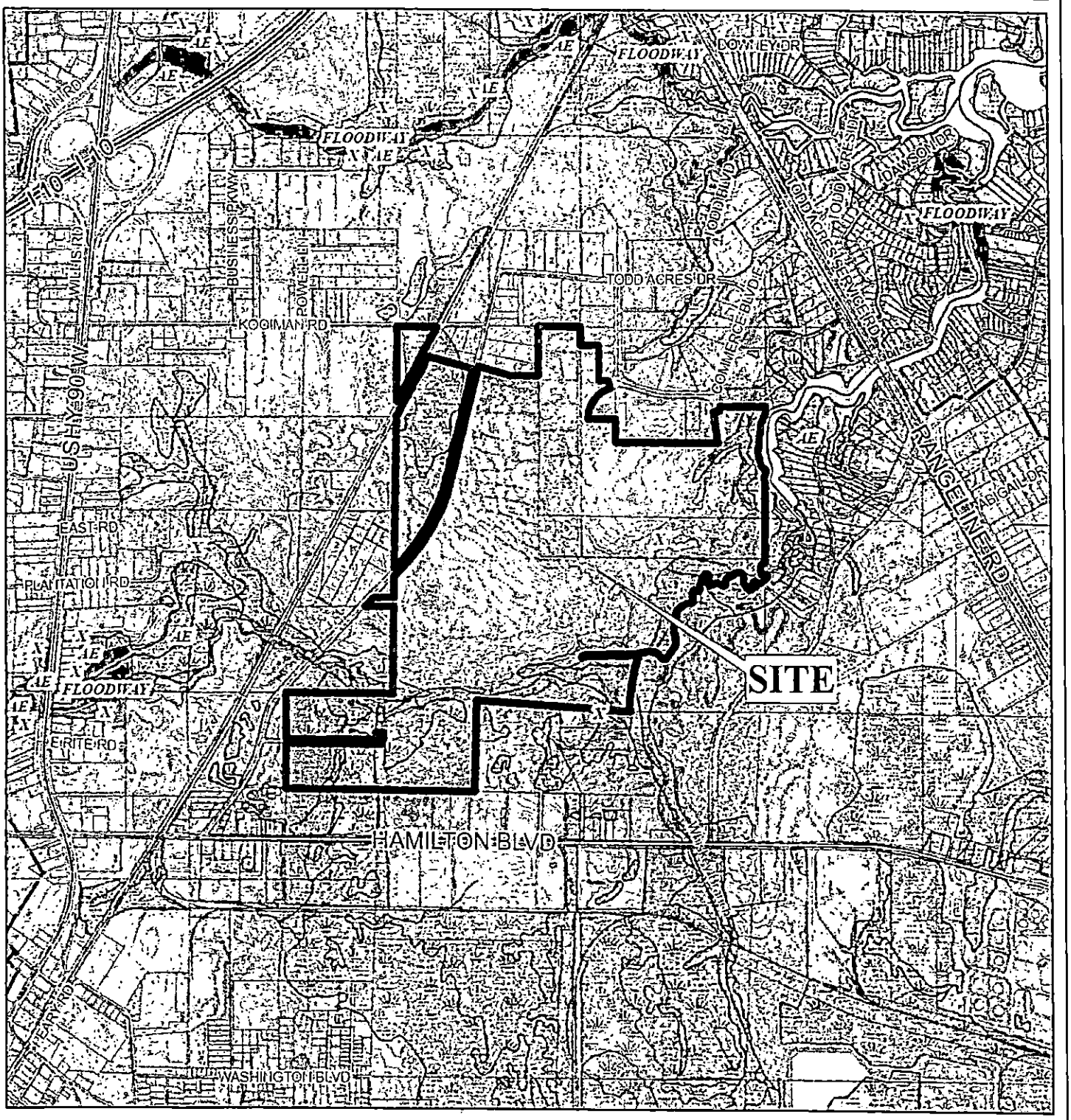
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

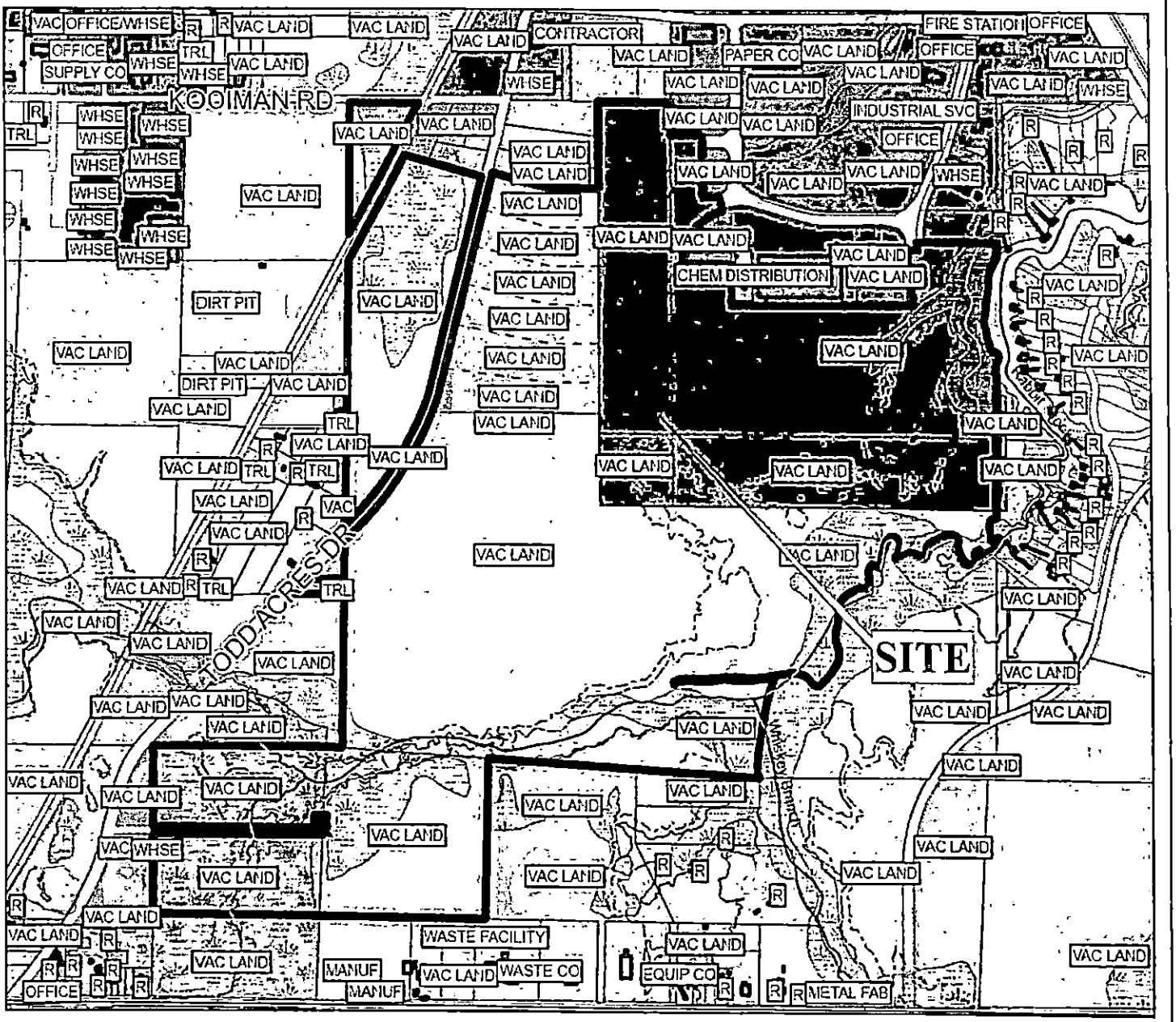
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

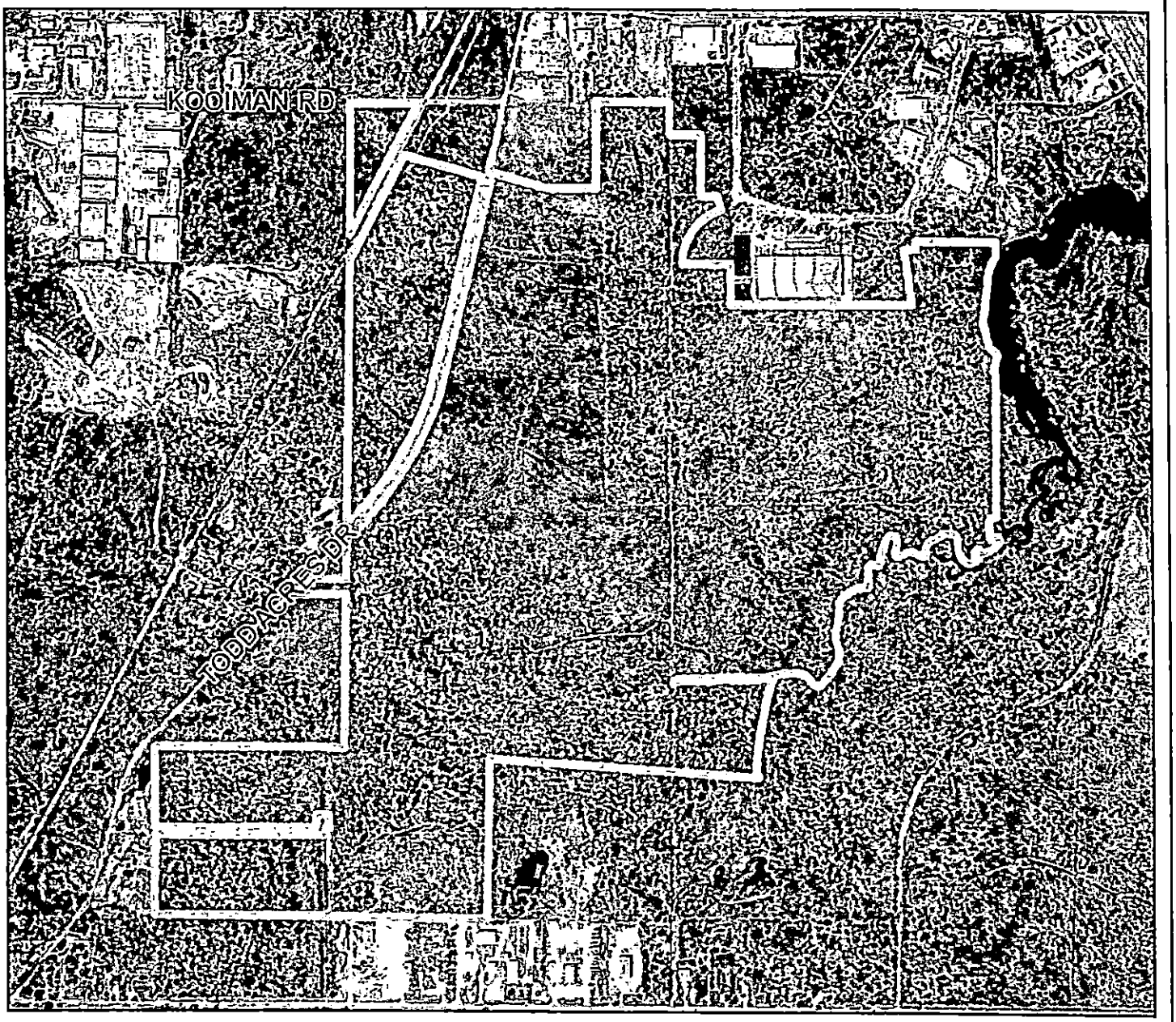
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

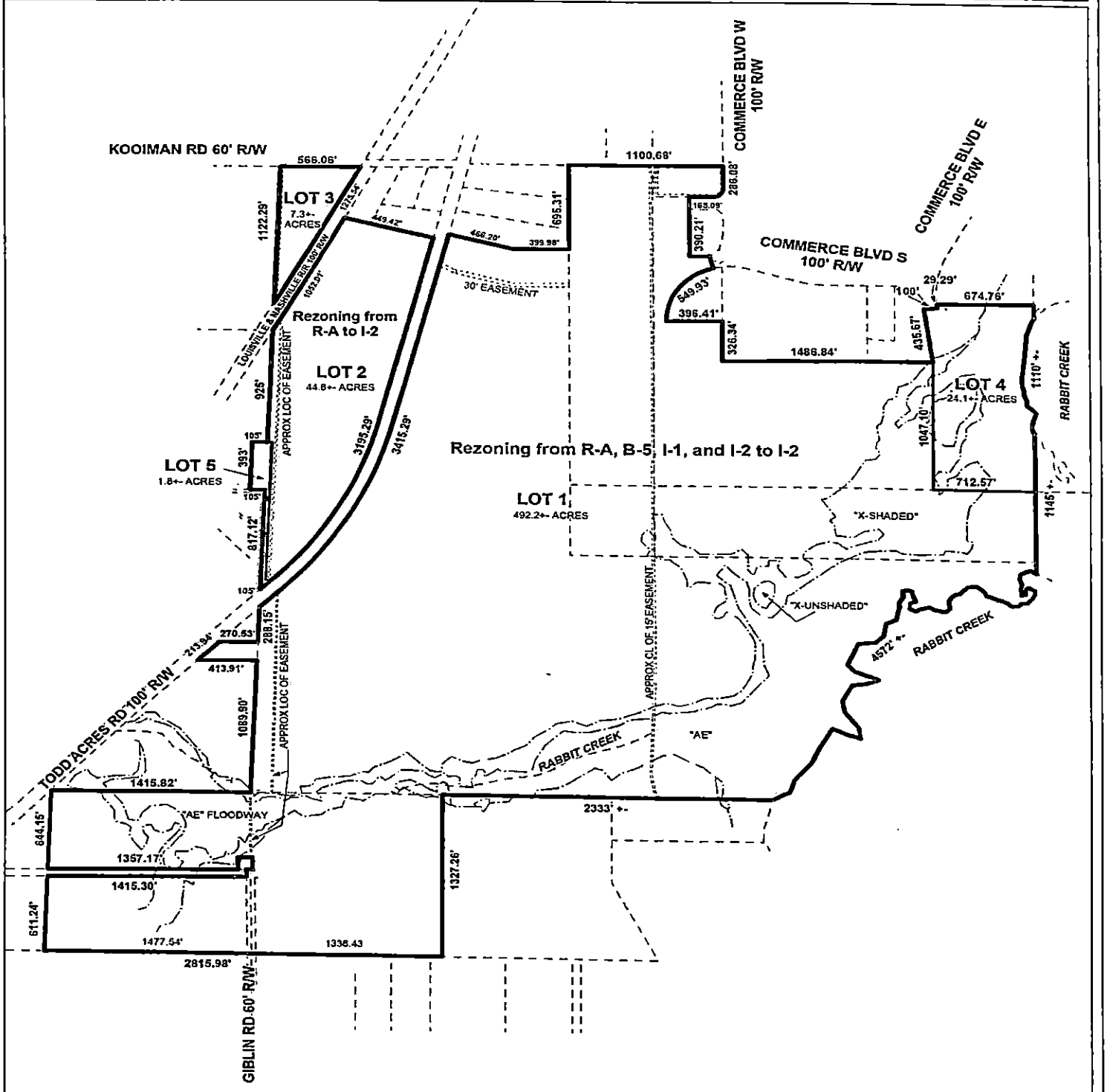
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, flood zone, and easements.

APPLICATION NUMBER 8 DATE October 20, 2022

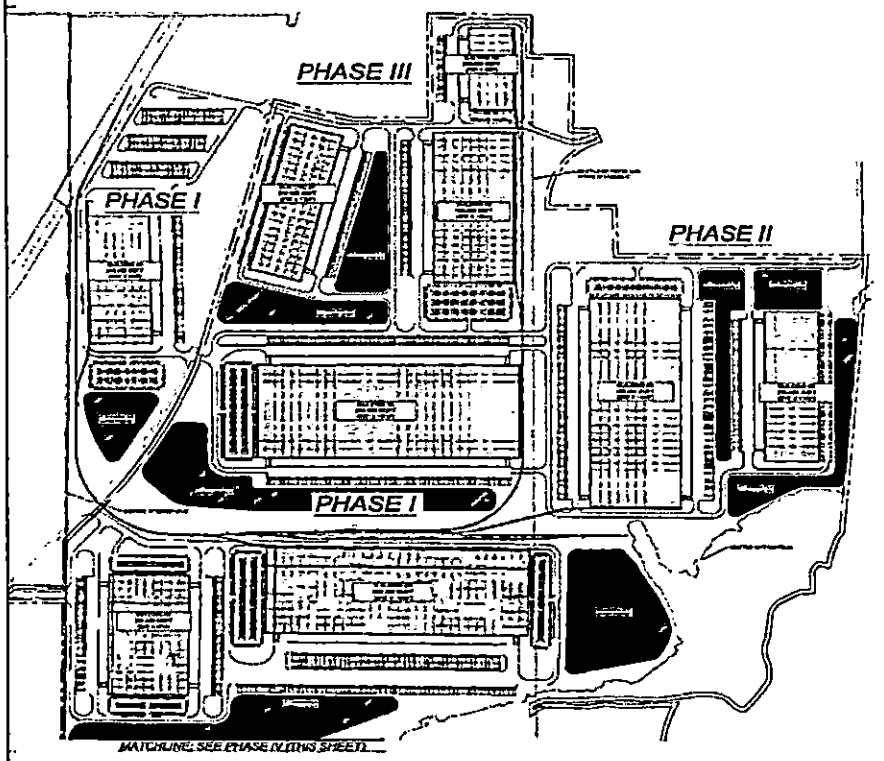
APPLICANT Todd Acres Industrial Park Subdivision

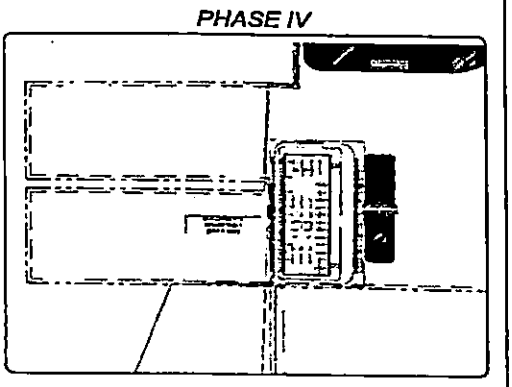
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN





APPLICATION NUMBER 8 October 20, 2022

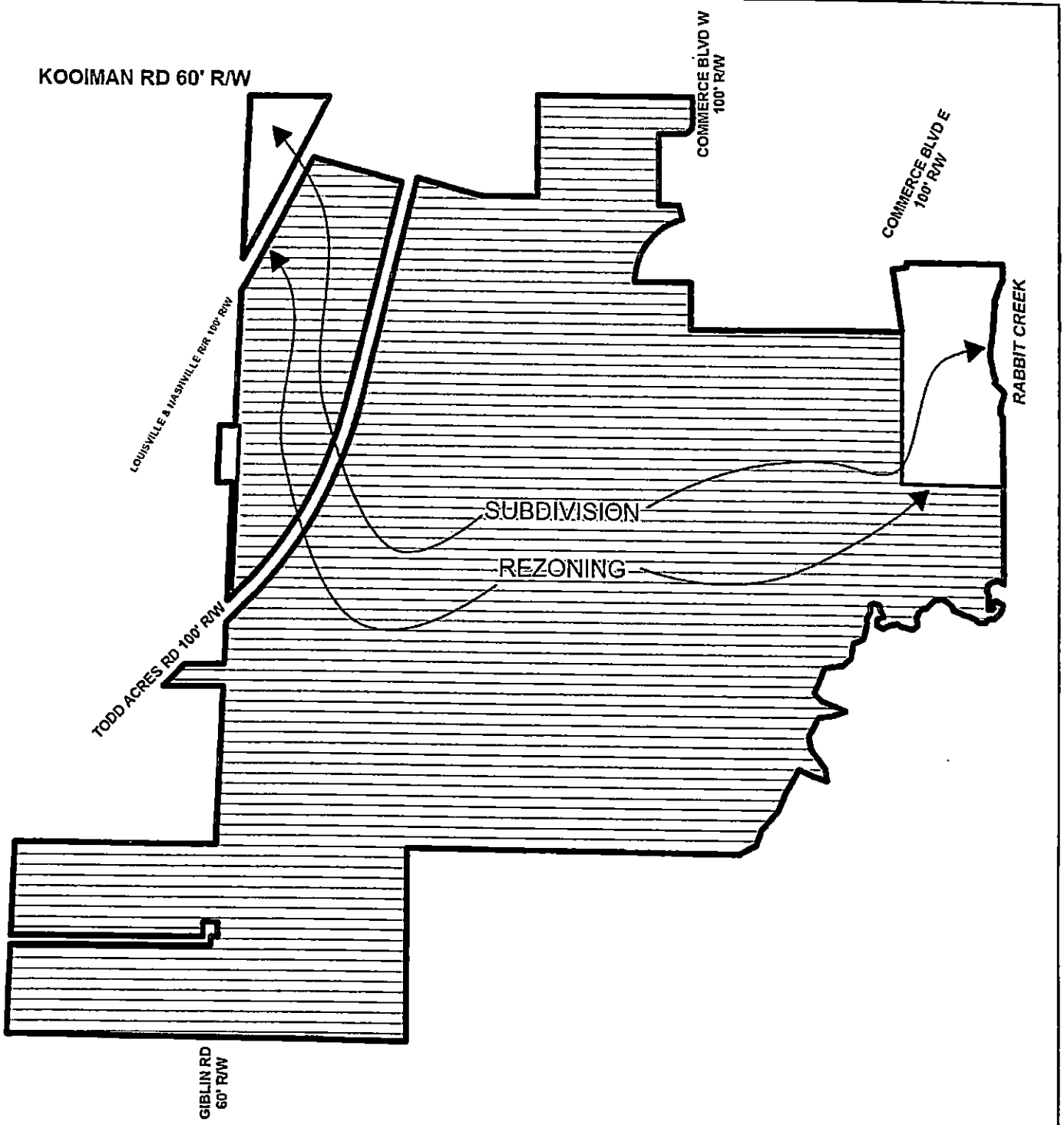
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:51 PM

R E S O L U T I O N

Sponsored by: Councilmember Daves

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Mobile Oriental Market, Inc.
Location:	Mobile Oriental Market 480 Azalea Road Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5547

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 12.15.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

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

(Type of License)

TO: *MOBILE ORIENTAL MARKET INC*

Trade Name: MOBILE ORIENTAL MARKET

Location: 480 AZALEA ROAD MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
AGENDA DATE
12.20.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
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(Type of License)

TO: *MOBILE ORIENTAL MARKET INC*

Trade Name: MOBILE ORIENTAL MARKET

Location: 480 AZALEA ROAD MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
AGENDA DATE
12.20.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

AGENDA DATE 12.20.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5547

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

MOBILE ORIENTAL MARKET INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *MOBILE ORIENTAL MARKET INC*

TRADE NAME: MOBILE ORIENTAL MARKET

LOCATED AT: 480 AZALEA ROAD MOBILE AL 36609

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R Shaw Skinner
(Revenue Department Representative)

CONTACT: VY NGUYEN **PHONE#:** 251.209.8957

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 12.15.2022
Application No: 5547

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***MOBILE ORIENTAL MARKET INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
NGUYEN, TUONG VY THI AL 7441854	MEMBER	01.12.1981 VIETNAM	

Corporate information: 866-148 (Enter book & page or document info) Date: 06.07.2021 (Incorporation or Authority) County: MOBILE

Trade Name ***MOBILE ORIENTAL MARKET***

Location 480 AZALEA ROAD MOBILE AL 36609

Mailing Address 458 AZALEA ROAD MOBILE AL 36609
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? GROCERY

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

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

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

No TN

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Vynguyen

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision 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 regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should 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 of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Vynguyen

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 08.22.2022

The undersigned MOBILE ORIENTAL MARKET INC - TUONG VY NGUYEN

(Name of applicant or member if Partnership or Association)

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

Vynguyen

Signature of Affiant

Sworn to and subscribed before, me this 22 day of August Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person VY NGUYEN E-mail: INFO@MOBILEINC.ORG

Phone Number: Home: 251.209.8957 Cell: 251.209.8957 Bus: 251.209.8957

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *N/A*

Square Footage 10000

License covers: *OTHER*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
NGUYEN, TUONG VY THI AL 7441854	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Vy Nguyen

Lease /Property Ownership

Name of Property Owner/Lessor: TUONG VY THI NGUYEN 251.209.8957

Address of Property Owner/L

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) TN

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1367282
Owner Name	MOBILE ORIENTAL MARKET INC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

029737-0001 SHAWN S. 08/22/2022 10:08AM

BUSINESS LICENSE
MOBILE ORIENTAL MARKET INC
122561
2022 Item: 1367282
ALCOHOL APPLICATION
FEE 50.00

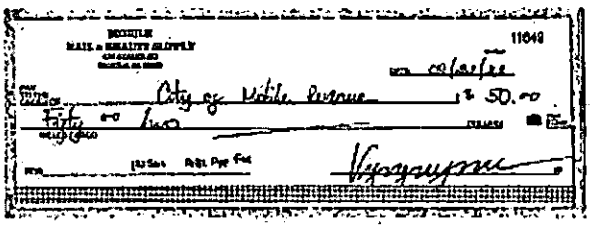
50.00

Subtotal **50.00**
Total **50.00**

CHECK 50.00
Check Number 11649

Change due **0.00**

Paid by: MOBILE ORIENTAL MARKET INC



Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: TUONG VY THI NGUYEN **Phone #:** (251)269-8957

Business Name: MOBILE ORIENTAL MARKET

Corporation Name: _____

Business Address: 458 Azalea Rd

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? _____ **Building seating capacity;** _____

Does the premises have a fully equipped and operational kitchen? _____

Is the place of business habitually used to serve food to the public? _____

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building _____

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social** ____; **Patriotic** ____; **Political** ____; **Athletic** ____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): MOBILE ORIENTAL MARKET
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) TUONG VY THI NGUYEN

Social Security # _____ Race: Asian Sex: ( )M (✓)F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 01 / 12 / 1981

Place of Birth Vietnam
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 Home# _____ Cell# (251) 2098957

****

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ( )M ( )F

Driver License# _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth ____ / ____ / ____

Place of Birth _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
NONE	06/27/22			

I certify that the above information is correct and true.

Signature & Title: owner **Date:** 06/27/22

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Our
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: _____

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220616143751542

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $50.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: MOBILE ORIENTAL MARKET **Filing Fee:** $100.00

Applicant: MOBILE ORIENTAL MARKET INC **Transfer Fee:**

Location Address: 480 AZALEA ROAD MOBILE, AL 36609

Mailing Address: 458 AZALEA ROAD MOBILE, AL 36609

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: 866 148

Do you sell Draft Beer?:

Date Incorporated: 06/07/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 06/07/2021

Federal Tax ID: 87-1067289 **Alabama State Sales Tax ID:** R011108012

Name:	Title:	Date and Place of Birth:	Residence Address:
TUONG VY THI NGUYEN 7441854 - AL	OWNER	01/12/1981 VIETNAM	[redacted]

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
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: VY NGUYEN
Business Phone: 251-209-8957
Fax:

Home Phone: 251-209-8957
Cell Phone: 251-209-8957
E-mail: INFO@MOBILEINC.ORG

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: 20220616143751542

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: TUONG VY THI NGUYEN 251-209-8957
What is lessors primary business? GROCERY STORE
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? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 10000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220616143751542

Initial each — **Signature page**

Initial each	
TVN	In reference to law violations, I attest to the truthfulness of the responses given within the application.
TVN	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
TVN	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.
XXX	In reference to Special Retail, Special Events retail licenses, and Wine Festival and Wine Festival Participant 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.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
TVN	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.
TVN	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.
TVN	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): TUONG VY THI NGUYEN

Signature of Applicant: TUONG VY THI NGUYEN

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 6/16/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220616143751542

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
License Covers: PORTION OF SHOPPING CENTER TVN
Is the lessor involved in any way with the alcohol beverage business?: OWNS GROCERY STORE

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name: MOBILE ORIENTIAL MARKET
Location: 480 AZALEA RD MOBILE AL 36609
Contact: VY NGUYEN
Telephone: 251-209-8957

Applicant: MOBILE ORIENTIAL MARKET INC
License Type: 050/070
ABC Staff: SANDY DURHAM
Date: 6/16/2022

IMPORTANT NOTE: *Applicants must provide all the items (if applicable) below before the ABC license can be issued.*

1.	X	Filing Fee	$50.00	$50.00	
2.	N/A	Transfer Fee			
3.	N/A	Application			
4.	N/A	Transfer Agreement			
5.	N/A	Current ABC License & Current Owner Driver License			
6.	X	Lease/Deed			
	X	Is the correct Applicant's name on the lease/deed?			
	X	Is the Address correct on the lease/deed?			
	X	Are the Terms of the lease clear?			
	X	Is the lease/deed signed?			
7.	X	Corporation/LLC/LLP/Partnership Agreement/Association			
8.		List of Officers/Members or Minutes			
9.	X	IRS Employer Identification Number (EIN)			
10.	X	Alabama Dept of Revenue State Sales License			
11.	N/A	Sketch			
12.	N/A	City of Mobile Ordinance			
13.	N/A	Restaurant Menu to include Price			
14.	X	Rules & Regulations/Title 28			
15.	N/A	Copy of Tobacco Regulation			
16.	X	Filing/Transfer Fee Acknowledgement	6/24/2022		
17.	X	Instructions to License			
18.	X	Person in Charge Sign			
19.	N/A	Name Change Affidavit			
20.	N/A	Club Liquor Class I and II License Only			
	N/A	Corporation/LLC/LLP			
	N/A	Bylaws			
	N/A	Membership List			
	N/A	Compliance Checklist			
21	N/A	Power of Attorney			
	N/A	Identification/Photograph			
22.	X	Identification			
	X	Driver License/State ID (color copy needed)			
		U.S. Passport			
		Military ID			
23.	X	Proof of Citizenship			
		Birth Certificate/US Passport (Color Copy)			
		Naturalization (color copy needed)			
		Perm Resident Card (color copy front & back)			
24		State of Residence / FBI Background Check			
25.	N/A	Co Health Dept. Permit/Inspection (On-premise locations only)			
26.	N/A	City Business License (Required for tobacco only locations.)			
27		Insurance			
28.	N/A	Current Owner Insurance			
29.		Liceense F	$425.00		
30.		City/County Approval			

Before ***June 24, 2022*** ***Contact***

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

Application expires 10/15/22

** Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

Save Program *n/a*

Photograph Location

Alabama ABC Board Licensing Compliance
5660 Highway 90 W. PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIFLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000/ ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

May 4, 2022

Dear Ms. Nguyen

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:053220503125149
NAME:NGUYEN TUONG THI
SOC
ABI [illegible]
SID

CERTIFIED COPY OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

MOBILE ORIENTAL MARKET INC

2. THIS FORM WAS PREPARED BY:

TUONG V. NGUYEN

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

480 AZALEA ROAD
MOBILE, AL 36609

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

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

TUONG V NHUYEN
480 AZALEA ROAD
MOBILE, AL 36609
MOBILE

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

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

RETAIL SALES

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

866-148 D/C

Date	06/07/2021
Time	15:35:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1000 PAR VALUE (OPTIONAL): 0.00

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

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
TUONG V NGUYEN	480 AZALEA EOAD MOBILE, AL 36609	480 AZALEA EOAD MOBILE, AL 36609

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

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

06/07/2021 — DATE

Bill Cullum AGENT — ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

MOBILE ORIENTAL MARKET INC

This name reservation is for the exclusive use of TUONG V. NGUYEN, 480 AZALEA ROAD, MOBILE, AL 36609 for a period of one year beginning June 07, 2021 and expiring June 07, 2022

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.

June 07, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES956606

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

Date of this notice: 06-07-2021

Employer Identification Number:
87-1067289

Form: SS-4

Number of this notice: CP 575 A

MOBILE ORIENTAL MARKET INC
% TUONG NGUYEN
480 AZALEA RD
MOBILE, AL 36609

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-1067289. 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2021
Form 940	01/31/2022
Form 1120	04/15/2022

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

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MOBILE ORIENTAL MARKET INC.

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011108012	01/1/2022	12/31/2022

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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 445110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

480 AZALEA RD MOBILE AL 36609-1653

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Grocery Store
(Type of business)

MOBILE ORIENTAL MARKET
(Name of applicant whether individual, corporation, etc.)

480 Azalea Rd Mobile, AL 36609
(Location address for application)

Mobile AL
City State Zip

10,000 S.D
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-2 Parking Provided 47

Parking Required 33 Compliance: ✓ Yes _____ No

(Signed by Urban Development Dept) 08/10/2022
Date

AZALEA ROAD
SERVICE ROAD
SUBJECT BUILDING
CLOSE AREA MAP
VICINITY MAP
Mobile

House Number Permit

City of Mobile
Engineering Department
205 Government Street
Third Floor, South Tower
Mobile, AL 36644-1827
Telephone (251)208-7457
Fax(251)208-7398

Date: 10/21/2021 11:58 AM

Owner or Tenant Name:	NGUYEN TUONG VY THI & MINH HUU NGUYEN
Agent Name/Company:	N/A
Assigned House Number:	480
Street Name:	AZALEA RD
Unit:	A
Legal Description:	N/A
Subdivision:	BERKSHIRE HILLS PART B PARCELS 1 & 2

Flood Zone:	N/A	Minimum Finished Floor Elevation:	N/A
Flood Panel #:	01097C0542L	Tax ID/Parcel#:	R022808384004083.000
FEMA Community #:	15007	CLOMR-F Case Number:	N/A

Pursuant to the Mobile Code, Article VII, Section 57-211 regulating house numbers, you are requested to adopt this house number and post the number on your house or business within ten days from the permit date.

Assigned by: _____

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 574-8535)

The above described property is (✓) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to Thuong Vy Thi Nguyen who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public	Property Owner	Date 06/27/22
My Commission Expires	Licensee	Date

1200
50
1250
1000
2250
200
2450

2016018235 1/4
Bk: LR7365 Pg:1083
Document Type: D

Grantors' Name and Mailing Address:	Grantees' Name and Mailing Address:
Kathy M. Bronstein and Kathy M. Bronstein and Elliot B. Maisel as co-trustees U/W of Michael I. Bronstein, Deceased c/o Gulf Distributing Holdings, L.L.C. 3378 Moffett Road Mobile, Alabama 36607	Tuong Vy Thi Nguyen and Minh Huu Nguyen 7346 Raleigh Way North Mobile, Alabama 36695
Property Address:	458 & 462 Azalea Road, Mobile, Alabama 36609
Date of Sale:	
Total Purchase Price:	$700,000.00
The Purchase Price can be verified in:	☒ Closing Statement

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **KATHY M. BRONSTEIN,** unmarried, **AND KATHY M. BRONSTEIN AND ELLIOT B. MAISEL AS CO-TRUSTEES U/W OF MICHAEL I. BRONSTEIN, DECEASED** ("Grantors"), by **TUONG VY THI NGUYEN AND MINH HUU NGUYEN,** ("Grantees"), the receipt of which is acknowledged, Grantors do hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantees, as tenants in common, and their heirs and assigns, that certain real property situated in Mobile County, Alabama, which is described on **Exhibit A** attached hereto and made a part hereof, together with all improvements situated thereon (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on **Exhibit B** attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto the Grantees, and their heirs and assigns forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

This Statutory Warranty Deed is executed without warranty or representation of any kind on the part of Grantors, express or implied, except as against acts done or suffered by Grantors that are not specifically excepted herein.

IN WITNESS WHEREOF, Grantors have executed this Statutory Warranty Deed, this 30th day of March _____, 2016.

GRANTORS:

Kathy M. Bronstein
KATHY M. BRONSTEIN, Individually

Kathy M. Bronstein
KATHY M. BRONSTEIN, as Co-Trustee U/W of Michael I. Bronstein, Deceased

ELLIOT B. MAISEL, as Co-Trustee U/W of Michael I. Bronstein, Deceased

{03579221.1}

Mobile County, Alabama
I hereto certify this instrument
Filed on : 04/06/2016 03:15:17 PM
Don Davis, Probate Judge

Deed Tax:	$.50	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax :	$.00	2016018236
Judge Fee:	$.00	Bk:LR7365
S.R. Fee:	$2.00	Pg:1093
Surcharge Fee:	$10.00	
Recording Fee:	$12.00	
TOTAL:	$24.50	

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county in said state, hereby certify that Kathy M. Bronstein, unmarried, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of March, 2016.

Laura Lane Hicks
NOTARY PUBLIC
My Commission Expires: 6-6-17

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Kathy M. Bronstein, whose name as Co-Trustee U/W of Michael I. Bronstein, Deceased, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, in her capacity as Co-Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of March, 2016.

Laura Lane Hicks
NOTARY PUBLIC
My Commission Expires: 6-6-17

STATE OF ~~ALABAMA~~ Arizona
COUNTY OF ~~MOBILE~~ Maricopa

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Elliot B. Maisel, whose name as Co-Trustee U/W of Michael I. Bronstein, Deceased, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as Co-Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of April, 2016.

Briana Brownell
NOTARY PUBLIC
My Commission Expires: April 21, 2019

This Instrument Prepared By:
Z. M. P. Inge, Jr.
Maynard, Cooper & Gale, P.C.
11 North Water Street
Suite 27000
Mobile, Alabama 36602

BRIANA BROWNELL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 21, 2019

(03579221.1)

Exhibit A

Description of the Property

From the Southwest corner of Berkshire Hills, Part B, Parcel 1, as recorded in the Office of the Judge of Probate of Mobile County, Alabama in Map Book 8, Page 123; thence run North 30 degrees, 09 minutes, 30 seconds West a distance of 54.0 feet to the point of beginning of the parcel herein described; thence continue North 30 degrees 09 minutes 30 seconds West a distance of 246.0 feet to a point; thence run North 59 degrees 50 minutes 30 seconds East a distance of 240.0 feet to a point; thence run South 30 degrees 09 minutes 30 seconds East a distance of 246.0 feet to a point; thence run South 59 degrees 50 minutes 30 seconds West a distance of 240.0 feet to the point of beginning; said parcel being in Section 38, Township 4 South, Range 2 West, Mobile County, Alabama.

Exhibit B

Exceptions

1. Taxes for the year 2016 and subsequent years, a lien not yet due and payable.
2. Applicable zoning rules and regulations.
3. Mining and mineral rights not owned by Grantors.
4. Easements, encumbrances, rights of way, reservations, agreements, restrictions, setback lines and other matters of record, including but not limited to:
   a. Restrictive covenants as recorded in Real Property Book 276, Page 393.
   b. Right of way granted to Alabama Power Company by instruments recorded in Real Property Book 308, Page 958 and Real Property Book 650, Page 722.
   c. 16 foot drainage easement as shown on record plat of said subdivision.
   d. 10 foot sanitary sewer easement as shown on record plat of said subdivision.
   e. 20 foot access easement reserved for use of adjacent property owners as shown on record plat of said subdivision.
   f. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision.

(Book and Page references are to the records in the Office of the Judge of Probate of Mobile County, Alabama)

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature
C. Mark Erwin, Chief Clerk
Date 30 March 2022

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 than 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.

06/27/22
Date

Owner of Property (Signature)

Truong Vy Thi Nguyen
Print Name of Property Owner

Add

City

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.

06/27/22
Date

Applicant's Signature

Truong Vy Thi Nguyen
Print Name of Applicant

480 Azalea Rd
Address

Mobile AL 36609
City State Zip

Public Hearing on Application for Alcohol Licenses

A. 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 governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. 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.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5510
Business Name	MOBILE ORIENTAL MARKET INC
Company DBA	MOBILE ORIENTAL MARKET
Business Address	480 AZALEA ROAD 36609
License Type	050 - RETAIL BEER (OFF PREMISES ONLY)
Post Date	08.22.2022
Agenda Meeting Date	09.06.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:37 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **23** described in the resolution adopted on the **15th** day of **November, 2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **15th** day of **November 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1636** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-1009 **2022**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1636** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **20th day of December 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: NOV 15 2022

City Clerk

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 9, 2022**

SUBJECT: WEED LIEN GROUP **1636**

Attached, please find Assessment Lists for Weed Lien Group Number **1636** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 11/15/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 12/20/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 11/17/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 12/1/2022

LEGAL NOTICE ADS: 12/7/2022-12/14/2022

POSTING DATE: 12/13/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1636	Res. No.
11/15/2022	LOTS TO BE DECLARED	58-
12/20/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2905 Pages Lane	27200	22239		1	
2	200 Cuba St	21226	22240		2	
3	2440 Ridge Rd N	20909	22241		1	
4	254 N Pine St	21756	22242		2	
5	2862 Pages Lane	29664	22244		1	
6	1612 Roach St	27578	22245		1	
7	1825 St Charles Ave	27619	22246		1	
8	1402 Pecan St	28781	22247		2	
9	1101 Bay Ave	21783	22248		3	
10	163 Kennedy St	19392	22249		2	
11	161 Kennedy St A	27805	22250		2	
12	607 Petit Ave	29557	22251		1	
13	662 Stimrad Rd	28912	22252		2	
14	660 Stimrad Rd	28914	22253		2	
15	609 Petit Ave	29560	22254		1	
16	630 Stimrad Rd	28911	22255		2	
17	0 Crystal Ct N	30101	22256		6	
	Par No. (28 09 32 1 000 001.053)					
18	0 Crystal Ct N	30103	22257		6	
	Par No. (28 09 32 1 000 001.061)					
19	0 Crystal Ct N	30104	22258		6	
	Par N. (28 09 32 1 000 001.062)					
20	616 Petit Ave	29568	22259		1	
21	0 Stimrad Rd/628 Stimrad Rd	28910	22260		2	
	Par No. (29 02 44 0 017 049.XXX)					
22	0 Stimrad Rd/624 Stimrad Rd	28909	22261		2	
	Par No. (29 02 44 0 017 048.XXX)					
23	666 Stimrad Rd/1858 Reddy St	27753	22262		2	
	Par No. (29 02 44 0 017 057.XXX)					
				$ -		

District total for this group		Numbers of lots cut	
1	8	1	
2	11	2	
3	1	3	
4	0	4	
5	0	5	
6	3	6	
7	0	7	
	23		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	12/15/2022 - 2:13 PM

December 8, 2022

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:

- **NOBEMBER 2022 – CHRIS MATRANGA (Employee #18015)**
  Administrative Services

  Business Process Analyst - Information Technology

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	12/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	12/15/2022 - 12:31 PM

60- 2022

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, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Firefighter Dennis L. Erdmann (Emp #14929)

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

Firefighter of the Month

Firefighter Dennis L. Erdmann, Jr.

The Mobile Fire-Rescue Department proudly announces Firefighter Dennis Lee Erdmann, Jr. as the November 2022 Firefighter of the Month. Firefighter Erdmann began his career with MFRD in July 2010.

Firefighter Erdmann is the definition of a team player, and looks forward to opportunities to help wherever he can. Lee is very strong and knowledgeable from a mechanical stand point and doesn't hesitate to help when needed.

Ahead of the Southeastern Association of Fire Chiefs Conference held in Mobile this past June, Firefighter Erdmann, along with other crews from Central Fire Station, spent countless hours repairing and updating MFRD's 1946 Mack fire truck. MFRD was able to proudly display a beautiful, road worthy piece of history at the conference. Firefighter Erdmann is also known for assisting in station repairs, working on small engines and and yard equipment to keep the station running smoothly.

Lee has a positive attitude at all times, and brings a tremendous amount of integrity to the crew of EA03 and the entire MFRD.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for November 2022.

_____
C. J. Small
President, Mobile City Council

_____
William S. Stimpson
Mayor, City of Mobile

_____
Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Snyder	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:33 PM

LITHO. IN U.S.A.

©GOES 2745

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Corporal Robert Snyder

Detective Robert Snyder joined the Mobile Police Department in 2009. The national average clearance rate for property crimes is 17% as reported by the FBI. During the month of November, Det. Snyder's clearance is higher the national average with a 23% clearance rate.

In November of 2022, Detective Snyder was assigned a commercial burglary case where an unknown person had broken into several storage units at a busy public storage facility. The subject broke into several units and stole many items from each unit. Det. Snyder had to watch countless hours of security video to identify the suspect. Detective Snyder felt that these cases were related, and he worked tirelessly to identify the suspect. Information was gathered that led him to a named suspect. Det. Snyder conducted surveillance at several of the suspect's listed addresses to identify the address that the suspect was currently living at. Once he identified the property, he obtained a search warrant. The warrant was acted upon and the suspect was arrested. While conducting the search warrant additional evidence was discovered that linked this suspect to commercial burglaries in Precinct 2, commercial burglaries in Creola and Daphne. Additionally, upon entering the home to conduct the search warrant, Detective Snyder observed the suspect preparing to smoke meth on a bed where a three-month-old baby was sleeping. The suspect was also charged with Chemical Endangerment of a Child.

During this investigation, Snyder passed valuable information on to detectives in other precincts and agencies that helped them clear outstanding cases. He served a total of 3 search warrants related to this case and obtained permission to search a home in Chickasaw as well.

In this one investigation alone, he recovered $50,000.00 worth of stolen property, and cleared 20 commercial burglaries and a chemical endangerment of a child. Det. Snyder was assigned 30 cases for the month of November of which Det. Snyder was able to clear thirteen cases. Det. Snyder recovered an outstanding amount of stolen property $59,900.00 and making at staggering 21 felony arrest. Det. Snyder has assisted with several other investigations where he was not the lead investigator but was able to help in making the arrest. Since January 2022 to November 2022 Det. Snyder has kept an average clearance rate of 27% and recovered a total of $114,000.00 in stolen property made 122 felony arrest and 19 misdemeanor arrest.

Detective, Corporal Snyder is a true representation to his peers and the Mobile Police Department. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Corporal Robert Snyder as OFFICER OF THE MONTH for November 2022, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of: December 20, 2022 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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:

60- 2022

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 each to the following employee:

November 2022: Corporal Robert Snyder

The 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

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Rebecca Christian, Accounting Dept.

Sponsored by:

Mayor Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/19/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/19/2022 - 2:15 PM

60-

2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate* ***$1,000.00*** *to Africatown Community Development Corporation, from his discretionary funds*; and

WHEREAS, *Africatown Community Development Corporation,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Africatown Community Development Corporation will be used to assist with Christmas presents to the children in the Africatown community,* 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 Africatown Community Development Corporation 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

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ward International Trucks LLC for 3 International MV607 shuttle trucks for Public Services Trash Collection.

General fund.

Amount of Contract:

$341,730.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221208 Ward Agenda Package POs	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
882	2023	(F7000) MOTOR POOL	3 2024 INTERNATIONAL MV607 SHUTTLE TRUCKS FOR PUBLIC SERVICES TRASH COLLECTION (SEALED BID 5738)	$341,730.00	(232872) WARD INTERNATIONAL TRUCKS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00000882-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE. VENDOR TO PROVIDE 2024 INTERNATIONAL MV607 WITH CUMMINS B637 260 ENGINE AND HAVING A TRUCK EQUIPMENT SALES HYDRAULIC KIT AND TRAILER TOWING PACKAGE INSTALLED. Additional Description Notes --- 2022 OR NEWER FREIGHTLINER OR HINO MAKE SHUTTLE TRUCK. REQUESTED BY PUBLIC SERVICES 2090 TRASH AND GARBAGE,	3.00 EACH	113910.00000	341730.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .			341730.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 341730.00

Bill To	Requisition 00000882-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL
P O BOX 5375	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36605	CARTERD@CITYOFMOBILE.ORG
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	341730.00	545214.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	341730.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	10/19/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/19/22	JAMES DELAPP	
Approved	10/19/22	MARC VASSALLO	Auto approved by: 910518527
Approved	12/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	12/08/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/08/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/08/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/08/22	JOHN PAINE	
Approved	12/08/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/24/2022	5738	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, November 18, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

Appx 1-10

Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.

Year _____ Make _____

Model _____

Engine _____

Hydraulic Kit _____

Trailer Package _____

Provide literature and specifications on product bid.

Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages.

Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.

City of Mobile Business License will be required.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

Pricing to be firm for a one (1) year period following the award of this bid.

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

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

2022 or Newer Shuttle Truck with the following MINIMUM specifications:

	Yes	No
GENERAL		
1. AXLE CONFIGURATION 4X2	____	____
2. GVWR Rating 33,000	____	____
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60"	____	____
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet.	____	____
FRAME		
1. TOW HOOKS, FRONT (2) Frame Mounted	____	____
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10. 125" x 3.580"X 0.312", Minimum RBM 1,700,000. Frame assembly huck bolts only. No threaded bolts. No tapered rails.	____	____
3. BUMPER, FRONT Contoured, Steel, Powder Coated	____	____
FRONT AXLE AND SUSPENSION		
1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor MFS-12-122A or equal.	____	____
2. SUSPESION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity Minimum, with Shock Absorbers.	____	____
BRAKES		
1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications	____	____
2. AIR BRAKE ABS (Bendix Antilock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)	____	____

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck ____ ____
4. AIR DRYER Bendix AD-IP with Heater ____ ____
5. AUTOMATIC SLACK ADJUSTERS Font and Rear ____ ____
6. NON-ASBESTOS BRAKE LININGS Front and Rear ____ ____
7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers ____ ____
8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake ____ ____
9. AIR COMPRESSOR 18.7 CFM ____ ____
10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel ____ ____
11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail ____ ____

STEERING

1. STEERING COLUMN Tilting ____ ____
2. STEERING WHEEL 4-Spoke; 18'' Dia., Black ____ ____
3. STEERING GEAR Power (Sheppard M100 or equal) ____ ____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration ____ ____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe ____ ____

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include: Data Link Connector for vehicle programming and diagnostics, Integral headlight Dimmer Switch with Turn Lever, Integral Parking Light with Front Turn Signal and Rear Tail Light, Electric Key Operated Starter Switch, Dual Combination Stop, Turn Tail and Back Up Lights with Reflector, Self-Cancelling Turn Signal Switch with Lane Change Feature, Flush Mounted Front Turn Signals including Reflectors and Auxiliary Side Turn Signals, Solid State Flashers _____ _____

2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor _____ _____

3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity, Mounted Left Side Under Cab _____ _____

4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total Minimum, Top Threaded Stud _____ _____

5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket _____ _____

6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses _____ _____

7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input _____ _____

8. Speakers (2) 6.5'' Dual Cone Mounted in Doors _____ _____

9. HORN, ELECTRIC Disc Style _____ _____

10. HORN, AIR Black, Single, Trumpet, With Lanyard Pull Cord _____ _____

11. HEADLIGHTS Halogen, Composite Aero Design _____ _____

12. STARTING MOTOR 12-Voly, with Soft-Start _____ _____

FRONT END

1. GRILLE Stationary Chrome ____ ____

2. FRONT END Tilting, Fiberglass, with Three Piece Construction ____ ____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White ____ ____

2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches ____ ____

3. KEYS-Door and Ignition keys should be the same. Provide 4 fully functional keys per truck. ____ ____

ENGINE

1. ENGINE, DIESEL, **(6.7 Cummins Only)** In-Six Cylinder Only, Minimum260HP @2400 RPM,
Minimum 660 lb.-ft Torque @1600 ____ ____

2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler ____ ____

3. FAN DRIVE Viscous Type, Screw On ____ ____

4. AIR CLEANER with Service Protection Element ____ ____

5. ANTI-FREEZE Red, Extended Lift Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection ____ ____

6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 ____ ____

7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel ____ ____

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control ____ ____

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway ____ ____

2. TRANIMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal ____ ____

3. TRANSMISSION OIL Synthetic ____ ____

4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction ____ ____

5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming ____ ____

6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released ____ ____

7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission ____ ____

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD. ____ ____

2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs ____ ____

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab ____ ____

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab ____ ____

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred. ____ ____

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction. ____ ____

2. AIR CONDITIONER with Integral Heater & Defroster. ____ ____

3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display ____ ____

4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ ____

5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust ____ ____

6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment ____ ____

7. SEAT BELTS, High Visibility Orange ____ ____

8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width ____ ____

9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq. ____ ____

10. CAB INTERIOR TRIM Classic, for Day Cab ____ ____

11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height ____ ____

12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature. ____ ____

13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door ____ ____

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs ____ ____

2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal ____ ____

3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal ____ ____

4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hud-Piloted, Flanged Nut, with Steel Hubs ____ ____

5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service ____ ____

TOW PACKAGE TO CONFIGURED AS

1. WETLINE KIT to include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter on lines from the trailer and another filter between the tank and t the pump inlet, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain two (2) D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders ____ ____

   Hydraulic oil tank shall be no smaller than 20 inches wide x 20 inches tall x 15 inches deep. Tank shall have quarter turn cut off valves at the outlet and inlet to the tank. These valves shall be plumbed into the tank. ____ ____

2. PTO on/off switch must be assessable from standing outside of truck ____ ____

3. PINTLE HITCH to be SAF-Holland model/part # PH-210RD11 NO SUBSTITUTE Hitch shall be mounted such that the center point of the hitch is 37 inches from the ground. Hitch mounting

shall be able to handle 90,000 pounds. _____ _____

. Vendor to supply pictures of proposed wet line kit if requested _____ _____

CONCRETE WEIGHT BOX shall be provided empty but secured to the chassis .
Box size shall be no less than 16" tall, 48" long and 23" wide. Vendor
shall provide a formed lid that will fit over the concrete weight box,
Lid not to be attached. City will fill the box and attach the lid
Weight box shall be mounted over the center of the rear axle _ _____ _____

TRAILER CONNECTIONS there shall be connections for air brakes
and hydraulic connections for dumping trailer and operating the
landing gear
_____ _____

Tow package Must be approved before manufactured and installed _____ _____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis _____ _____

OWNERS MANUAL – Printed and Electronic copy. _____ _____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel.

General fund.

Amount of Contract:
Total of all is $244,633.91.

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221212 Agenda Package Fuel POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3061	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3062	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3064	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3065	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3051	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3052	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION

3053	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3054	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3056	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3057	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3058	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3059	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3060	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00003061-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7510.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003061-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

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 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379605.37
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003061-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003062-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003062-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

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 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379605.37
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003062-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003064-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003064-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

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 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379605.37
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003064-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003065-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003065-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

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 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003065-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003051-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003051-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003051-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003052-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003052-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003052-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003053-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003053-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003053-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003054-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003054-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003054-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003056-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003056-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003056-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003057-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003057-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003057-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003058-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003058-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003058-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003059-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003059-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
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Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003059-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003060-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003060-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
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Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003060-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
12/30/2022

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
AUTAUGA, GASOLINE, 8,200 > GALLONS	180000000002-999-1-1	0.00	Gallon
AUTAUGA, DIESEL, 7,500 > GALLONS	180000000002-999-1-2	0.00	Gallon

Item Name	Product Code		UOM
BALDWIN, DIESEL, 7,500 > GALLONS	180000000002-999-1-3	0.00	Gallon
BARBOUR, GASOLINE, 8,200 > GALLONS	180000000002-999-1-4	0.00	Gallon
BARBOUR, DIESEL, 7,500 > GALLONS	180000000002-999-1-5	0.00	Gallon
BIBB, GASOLINE, 8,200 > GALLONS	180000000002-999-1-6	0.00	Gallon
BLOUNT, GASOLINE, 8,200 > GALLONS	180000000002-999-1-7	0.00	Gallon
BLOUNT, DIESEL, 7,500 > GALLONS	180000000002-999-1-8	0.00	Gallon
BULLOCK, GASOLINE, 8,200 > GALLONS	180000000002-999-1-9	0.00	Gallon
BULLOCK, DIESEL, 7,500 > GALLONS	180000000002-999-1-10	0.00	Gallon
BUTLER, GASOLINE, 8,200 > GALLONS	180000000002-999-1-11	0.00	Gallon
BUTLER, DIESEL, 7,500 > GALLONS	180000000002-999-1-12	0.00	Gallon
CALHOUN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-13	0.00	Gallon
CALHOUN, DIESEL, 7,500 > GALLONS	180000000002-999-1-14	0.00	Gallon
CHAMBERS, DIESEL, 7,500 > GALLONS	180000000002-999-1-15	0.00	Gallon

1 2 3 4 5 6 7 ›

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

Final

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

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9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

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COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor 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 this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchases of diesel fuel for the Wave Transit.

Amount of Contract:

$89,819.60

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221212 Agenda Package Wave Fuel POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3087	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3088	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3089	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3090	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00003087-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7510.00 GALLON	2.99000	22454.90
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003087-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/09/22	JAMES NEESE JR	GL Allocation changed
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003087-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003088-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7510.00 GALLON	2.99000	22454.90
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003088-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/09/22	JAMES NEESE JR	GL Allocation changed
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003088-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003089-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7510.00 GALLON	2.99000	22454.90
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003089-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/09/22	JAMES NEESE JR	GL Allocation changed
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003089-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003090-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7510.00 GALLON	2.99000	22454.90
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003090-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/09/22	JAMES NEESE JR	GL Allocation changed
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003090-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
12/30/2022

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
AUTAUGA, GASOLINE, 8,200 > GALLONS	180000000002-999-1-1	0.00	Gallon
AUTAUGA, DIESEL, 7,500 > GALLONS	180000000002-999-1-2	0.00	Gallon

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017
Expiration Date: 09/30/2022
Solicitation Number:
Award Date:
Modification Date: 08/03/21

Procurement Folder: 368619
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 6

CONTACT INFORMATION

REQUESTOR:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor 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 this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to DS Diesel Services LLC to replace engine on 2019 Elgin Pelican street sweeper.
General Fund.

Amount of Contract:

$29,827.27

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221212 Diesel Agenda Package POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2493	2023	(2050) FLEET MANAGEMENT – GARAGE	REPLACE ENGINE ON 2019 ELGIN PELICAN STREET SWEEPER (SEALED BID 5747)	$29,827.27	(291971) DS DIESEL SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 1

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	SERVICE: ENGINE REPLACEMENT SPECIFICATION Repair Elgin Pelican Sweeper Asset #76128 / Year: 2019 Repair Needed to City of Mobile Elgin Pelican Sweeper: 1. Supply Long Block Engine. 2. Remove existing engine and install Renewed long block engine. 3. Replace Crankcase Breather Assembly. 4. Replace Injectors and Injector Wiring Harness. 5. Replace EGR Valve Assembly. 6. Replace Cam Sensor. 7. Replace Crank Sensor. 8. Replace Engine Oil Pressure Sensor. 9. Replace Engine Temperature Sensor. 10. Replace Injector Control Sensor. 11. Replace Manifold Air Pressure Sensor. 12. Replace Water Pump Assembly. 13. Replace All Engine Belts. 14. Replace All Engine Mounts. 15. Replace All Engine Water Hoses and Clamps. 16. Install New Motor Oil according to Manufacturer Specifications. 17. Replace Engine Air Filter. Service to be performed: 1. Completely Drain and Flush Radiator and Cooling System. 2. Inspect and	1.00 LOT	29827.27000	29827.27

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 2

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Pressure Test Cooling System. 3. Install New Antifreeze according to Manufacturer Specifications. 4. Remove and Inspect Turbo Charger Assembly for Serviceability. Replace if needed. Engine Specifications: Engine Family: FT4 Engine 4.5L Engine Family: 4045 2 Valve Diesel Engine Engine SN: PE4045U099022 Part # Long Block Asset #76128 Make: Elgin Model: Pelican Vin #NP41897 Asset #76128 Operate and Inspect all Repairs: 1.Vendor will perform Break-In-Procedures before returning the vehicle to the Municipal Garage. 2.Vendor will perform a Final Road Test with a Municipal Garage Technician to show that the Engine is operating properly. Vendor: 1.Will be responsible for transporting the vehicle from the Municipal Garage located at 770 Gayle St., Mobile, AL 36604, to their repair site. 2. Will be responsible for delivery of the vehicle after all repairs have been made to the original location of 770 Gayle St., Mobile, AL 36604. Contact Person: John Evans, Garage Supervisor City of			

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 3

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Mobile/Garage 770 Gayle St. Mobile, AL 36604 Office Phone: (251) 208-2883 Cell Phone: (251) 377-0726 AS PER BID VENDOR IS TO HAVE THE SWEEPER REPAIRED AND RETURNED WIIHIN 30 DAYS OF PICK UP FRO THE CITY OF MOBILE GARAGE. VENDOR REPONSIBLE TO PICKUP AND TRANSPORT SWEEPER TO THEIR SHOP. THE CITY WILL DELIVERED THE REMOVED ENGINE AD ITS PARTS TO THE VENDOR'S SHOP. AS PER MY BID #5747 AND YOUR QUOTE Additional Description Notes --- ESTIMATE 11/16/22			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			29827.27

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DOWNEY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Work Order: 176181

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL 36604	Review:
	Buyer: 9105spam
	Status: Approved Page 4

Vendor	Ship To
DS DIESEL SERVICES LLC	MUNICIPAL GARAGE
2955 W MAIN ST	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-554-8261	Delivery Reference
Fax 251-382-1797	DOWNEY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Work Order Task: 1				
Requisition Link				
	Requisition Total			29827.27

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	29827.27	5379568.81
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/10/22	JOHN PAINE	GL Allocation changed
Approved	11/23/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/12/22	CHARLES SUMRALL	Awarded to Diesel Service for
Approved	11/28/22	KINA ANDREWS	Auto approved by: 910518527
Approved	11/28/22	JAMES DELAPP	
Approved	11/28/22	MARC VASSALLO	Auto approved by: 910518527
Approved	12/12/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/12/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/12/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/12/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/12/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/12/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/12/22	JOHN PAINE	
Approved	12/12/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 5

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5747

ENGINE REPLACEMENT ON ELGIN PELICAN SWEEPER

DS DIESEL SERVICES	SUNSOUTH
$29,827.27	$37,575.00
30 DAYS TO REPAIR	6-8 WEEKS TO REPAIR

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/01/2022	5747	Garage	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, December 9, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 each	**ENGINE REPLACEMENT IN 2019 ELGIN PELICAN STREET SWEEPER** Vendor to replace existing engine with factory remanufactured engine and make other repairs as per the attached specifications. Vendor will be responsible to pick sweeper up from City of Mobile Municipal Garage and return unit when repairs are completed. Price to replace engine, do other repairs, and transport to and from City Municipal Garage: $_____ Time to do repairs from pickup at Municipal Garage until repaired unit is returned to the City of Mobile Municipal Garage: _____ Remanufactured engine vendor: _____					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, contact City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

ENGINE REPLACEMENT SPECIFICATION

Repair Elgin Pelican Sweeper Asset #76128 / Year: 2019

Repairs Needed to City of Mobile Elgin Pelican Sweeper:

1. Supply New Reman Long Block Engine.
2. Remove existing engine and install Renewed long block engine.
3. Replace Crankcase Breather Assembly.
4. Replace Injectors and Injector Wiring Harness.
5. Replace EGR Valve Assembly.
6. Replace Cam Sensor.
7. Replace Crank Sensor.
8. Replace Engine Oil Pressure Sensor.
9. Replace Engine Temperature Sensor.
10. Replace Injector Control Sensor.
11. Replace Manifold Air Pressure Sensor.
12. Replace Water Pump Assembly.
13. Replace All Engine Belts.
14. Replace All Engine Mounts.
15. Replace All Engine Water Hoses and Clamps.
16. Install New Motor Oil according to Manufacturer Specifications.
17. Replace Engine Air Filter.

Service to be performed:

1. Completely Drain and Flush Radiator and Cooling System.
2. Inspect and Pressure Test Cooling System.
3. Install New Antifreeze according to Manufacturer Specifications.
4. Remove and Inspect Turbo Charger Assembly for Serviceability. Replace if needed.

Engine Specifications:

Engine Family: FT4 Engine 4.5L

Engine Family: 4045 2 Valve Diesel Engine
Engine SN: PE4045U099022
Part # New Reman Long Block
Asset #76128
Make: Elgin
Model: Pelican
Vin #NP41897

Operate and Inspect all Repairs:

1. Vendor will perform Break-In-Procedures before returning the vehicle to the Municipal Garage.

2. Vendor will perform a Final Road Test with a Municipal Garage Technician to show that the Engine is operating properly.

Vendor:

1. Will be responsible for transporting the vehicle from the Municipal Garage located at 770 Gayle St., Mobile, AL 36604, to their repair site.

2. Will be responsible for delivery of the vehicle after all repairs have been made to the original location of 770 Gayle St., Mobile, AL 36604.

Contact Person:

John Evans, Garage Supervisor
City of Mobile/Garage
770 Gayle St.
Mobile, AL 36604
Office Phone: (251) 208-2883
Cell Phone: (251) 377-0726

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S .Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to K&K Systems Inc for two electronic solar-powered, trailer-mounted LED message signs for Traffic Engineering.
CIP

Amount of Contract:

$27,380.30

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221212 KK Agenda Package POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
1887	2023	(2060) TRAFFIC ENGINEERING	TWO ELECTRONIC SOLAR-POWERED, TRAILER-MOUNTED LED MESSAGE SIGNS FOR TRAFFIC ENGINEERING (GSA CONTRACT)	$27,380.30	(294556) K&K SYSTEMS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001887-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND GSA CONTRACT GS-03F-0015Y EXPIRES 10-14-2026			
001	P/N MB9757 Solar Powered, Portable Changeable Message Sign. Capable of three lines of alphanumeric 12” high text and graphics/animations, all LED display, self contained on-board computer, multiple alphanumeric fonts, powder coat paint system. Display is 97” x 57”, with hydraulic style trailer. Supports 100 plus predefined messages (text and graphics) and supports user customizable messages. System comes standard with four (4) 100 amp 12-volt batteries (totaling 400 12V amps) batteries and 120 watts of solar. Vendor Item *Amount reflects $400.00 freight.	2.00 EACH	13490.15000	27380.30
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0020 .OPERSUPPLS. .			27380.30

Bill To	Requisition 00001887-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 27380.30

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0020	.OPERSUPPLS.	.	27380.30	372179.02

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	27380.30	5379568.81

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	12/12/22	SANDRA LEWIS	GL Allocation changed
Approved	11/07/22	MARYBETH BERGIN	Auto approved by: 91054000
Approved	11/07/22	JENNIFER WHITE	

Bill To	Requisition 00001887-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	294556				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/07/22	BRENDA RHODES			
	Approved	11/07/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	11/07/22	RELYA MALLORY		Auto approved by: 910511034	
	Forward	12/08/22	DONNA MICHELE STANLEY		Automatic Forward to 9105paij	
	Queued	12/12/22	MARYBETH BERGIN		Automatic Forward to 9105paij	
	Queued	12/12/22	JENNIFER WHITE		Automatic Forward to 9105paij	
	Pending		BRENDA RHODES		Automatic Forward to 9105paij	
	Pending		TIFFANY HOLLINS		Automatic Forward to 9105paij	
	Pending		RELYA MALLORY		Automatic Forward to 9105paij	
	Pending		DONALD ROSE		Automatic Forward to 9105paij	
	Pending		SANDRA LEWIS		Automatic Forward to 9105paij	
	Pending		KAREN NAMAN		Automatic Forward to 9105paij	
	Pending		JOHN PAINE		Automatic Forward to 9105paij	
	Pending		MICHAEL SPAFFORD		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

K&K Systems, inc.
Traffic Safety Products Manufacturer

Tel: 888-414-3003
Web: www.k-ksystems.com
Fax: 662-566-7123
Email: Sales@k-ksystems.com

GSA

Multiple Award Schedule Contractor

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 GSA Advantage! ® is: GSAAdvantage.gov.

K & K SYSTEMS, INC.
TRAFFIC SAFETY PRODUCTS MANUFACTURER
CONTRACT NUMBER: GS-03F-0015Y
CONRACT EXPIRES: OCTOBER 10, 2026
NAICS: 339950 --- OLM, MAS
SPECIAL ITEM NUMBER (SIN) 339950
SCHEDULE NUMBER: MAS

K & K SYSTEMS, INC.
687 PALMETTO RD.
TUPELO, MS 38801

PHONE: 1-888-414-3003
FAX: 1-662-566-7123
E-MAIL: info@k-ksystems.com
WEBSITE: www.k-ksystems.com
PRODUCTS ALSO AVAILABLE ON: gsaadvantage.gov

CONTRACT ADMINISTRATOR
ALICE K. BINGHAM
PHONE: 888-414-3003 / 662-566-2025
FAX: 662-566-7123
EMAIL: ali@k-ksystems.com

Business Size: Small Business

K&K Systems, inc.
Traffic Safety Products Manufacturer

Tel: 888-414-3003
Web: www.k-ksystems.com
Fax: 662-566-7123
Email: Sales@k-ksystems.com

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN'S): 339950, OLM

2. MAXIMUM ORDER: $1,000,000.00+
3. MINIMUM ORDER: $1.00

4. GEOGRAPHIC COVERAGE: 48 contiguous states and Washington D.C., Hawaii, Alaska, APO and FPO addresses and to a CONUS port of consolidation point for overseas activities

5. POINT (S) OF PRODUCTION: K & K Systems, Inc. – 687 Palmetto Rd. Tupelo, MS 38801

6. BASIC DISCOUNT: 4.1%, 3.1%, 1.1%

7. QUANTITY DISCOUNT(S): 1-3, 4-7, 8-999

8. PROMPT PAYMENT TERMS: NET 10. 1% DISCOUNT OFFERED

9. GOVERNMENT PURCHASE CARD ACCEPTED: YES

10. FOREIGN ITEMS: All items are Trade Agreement Act (BAA/TAA) compliant.

11. TIME OF DELIVERY AFTER RECEIPT OF ORDER: 30-45 DAYS

12. F.O.B. POINTS(S): TUPELO, MS 38801

13. ORDERING ADDRESSES:

K & K Systems, Inc.
687 Palmetto Rd.
Tupelo, MS 38801
Phone: 888-414-3003
Fax: 662-566-7123
E-Mail: ali@k-ksystems.com
Website: k-ksystems.com
GSA Advantage! http://www.gsaadvantage.gov

K&K Systems, inc.
Traffic Safety Products Manufacturer

Tel: 888-414-3003
Web: www.k-ksystems.com
Fax: 662-566-7123
Email: Sales@k-ksystems.com

14. PAYMENT ADDRESS (ES):

K & K Systems, Inc.
P.O. Box 1065
Verona, MS 38801

OR

687 Palmetto Rd.
Tupelo, MS 38801

15. WARRANTY PROVISION: 1 year limited warranty, Factory Depot. K & K Systems, Inc., Inc. also has other warranty options (call for availability).

16.) EXPORT PACKING CHARGES: NOT APPLICABLE

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCES: K & K Systems, Inc. excepts VISA, MASTERCARD, AND AMERICAN EXPRESS

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: NOT APPLICABLE

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Safeco Inc for annual renewal of SafetyPlusWeb safety management and training software.

General fund.

Amount of Contract:

$19,200.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221212 Safeco Agenda Package POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2775	2023	(0535) OFFICE OF PROFESSIONAL RESPONSIBILITY	ANNUAL RENEWAL FOR SAFETYPLUS SAFETY MANAGEMENT AND TRAINING SOFTWARE (SEALED BID 5477)	$19,200.00	(296902) SAFECO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002775-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SAFECO INC 4254 HALLS MILL ROAD MOBILE, AL 36693 USA	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	296902				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- Annual Renewal			
001	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Renewal: SafetyPlusWeb 2023 Subscription Online Training System 12 months @ $1,600 per month. Vendor Item Inventory Item/Loc 1719	1.00 EACH	19200.00000	19200.00
1	1000.10.05.0535.0535.0500.0000.0000.42115.			19200.00
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602			

Requisition Link

Requisition Total 19200.00

Bill To	Requisition 00002775-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SAFECO INC 4254 HALLS MILL ROAD MOBILE, AL 36693 USA	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	296902				OFFICE OF PROF. RESPONSIBIL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.10.05.0535.0535.0500.0000.0000.42115.	19200.00	413440.67

OFFICE OF PROF. RESP. EXP SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	12/08/22	ROBERT LASKY	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/12/22	DONALD ROSE	Auto approved by: 9105fola
Approved	12/12/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/12/22	KAREN NAMAN	Auto approved by: 9105fola
Approved	12/12/22	JOHN PAINE	Auto approved by: 9105fola
Approved	12/12/22	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	12/12/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/06/2020	5477	RISK MANAGEMENT	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, October 23, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

SAFETY MANAGEMENT SOFTWARE

Off the Shelf Safety Management Software as per the following and attached specifications.

Bidder will return both these sheets and the attached sheets in a sealed envelope.

Attached is a copy of the City of Mobile's standard contract to which the winner's bid will be attached.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. **TO BE AWARDED ALL OR NONE.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

CITY OF MOBILE SEALED BID #5477

SAFETY MANAGEMENT SOFTWARE

1. The City of Mobile is seeking commercial-off-the-shelf cloud-based software product to manage the City's safety compliance program. The City safety program covers the City employee workforce of approximately 2500 persons, to include police officers, firefighters, sanitation service workers, parks and recreation workers, and a wide range of other public service employees.

2. The City safety program includes incident reporting, documentation, investigation and management; facility compliance and risk reduction; and employee training, compliance, reporting and tracking. The City does not currently use a dedicated safety management software product, instead using an ad hoc collection of spreadsheets, Access databases, and personnel tracking software.

3. PERFORMANCE REQUIREMENTS: The City desires the software product to incorporate existing City incident, facility, and personnel records, in addition to accepting new data. The software must have intuitive, user-friendly interfaces, and excellent dashboard and reporting capabilities. and will include at a minimum the following features:

   a. Incident Management
      (1) Electronic Incident Report forms that can be accessed and completed via smartphone, tablet and computer
      (2) Track medical restrictions and work status of injured employees
      (3) Generate OSHA 300 log and auto-populate info from logged incidents
      (4) Track vehicle accidents and incident history with customizable fields
      (5) Generate advanced analytics and reports used for determination of trends and patterns
      (6) Option to attach documents including photographs

   b. Employee Tracking
      (1) Track and generate reports for employee certifications and other requirements
      (2) Notify users of upcoming certification expirations
      (3) Track and generate records of employee immunizations

   c. Facility/Location Audits
      (1) Electronic audit forms can be accessed and completed via smartphone, tablet and computer that allow for document and photograph upload
      (2) Provide automatic audit scoring based on set parameters
      (3) Provide reports detailing open/resolved safety hazards and risks with advanced analytics

   d. Substance Abuse Tracking
      (1) Generate random selection lists for employee testing
      (2) Document and record substance testing results

   e. Initial Implementation of Data and Ongoing Support

(1) Initial upload of employee roster including name, DOB, gender, employee ID, department, title, supervisor and driver's license and contact info
(2) Allows manual updates of rosters and records
(3) Data retention of prior employees that are no longer in service
(4) Initial upload of historical incident data including injuries, vehicle accidents and substance testing results
(5) Unlimited users, or the option to include a range of users at set pricing points
(6) Configurable permission levels for all users
(7) Initial and ongoing training and support via phone or computer
(8) Any upgrades to the software are included in the subscription

4. SOFTWARE SECURITY REQUIREMENT: The provider is required to have ISO 27001, 27017, or 27018 certified, or equivalent, security controls for cloud services due to the personally identifiable and protected health information that is expected to be handled by the software services offered.

5. OTHER PROVISIONS: The selected provider will be expected to sign a contract with the City of Mobile for the services provided.

   a. The provider will be required to register with the City of Mobile as a vendor and obtain a certification to operate a business within Alabama from the Alabama Secretary of State's office. Providers that maintain a business presence in Mobile will also require a City of Mobile business license.

   b. Provider will be expected to indemnify City, but the City will not indemnify the provider.

   c. Provider will be required to possess and provide additional insured coverage in the following amounts:
      (1) Business liability: $1,000,000
      (2) Cyber Risk/Data Breach $1,000,000

6. SELECTION PROCESS: The City will select the provider whose product meets or exceeds the above criteria at the best overall pricing as bid herein.
   a. The City expects that the software will be offered on a subscription basis, but will consider the total cost of ownership for a three year period in bid evaluation.
   b. Provider may be required to demonstrate software performance for the City to validate software fitness for the purpose desired. It is the City's sole discretion as to whether the offered software meets the City's performance expectation.
   c. The City will consider price preference for local providers in accordance with Alabama Code 41-16-50(a).

7. BID SUBMISSION:- Please provide the following information and sign below, using additional sheets for clarification as indicated:

   a. Business name:_____

   b. Business Address:_____

_____

_____

   c. State of incorporation:_____

   d. Point of contact name, title, email, phone._____

_____

   e. Name of your software product _____

   f. Web link for your software product:_____

   g. PRODUCT CONFORMANCE TO SPECIFICATIONS: Does your software meet the performance criteria, including ISO 27001, 27017, or 27018 certification or equivalent? YES / NO

On a separate sheet, please describe any exceptions or clarifications, and the specific security controls for which your product is certified.

   h. TERMS: Will you be able to comply with the contract terms? YES / NO

On a separate sheet, please describe any exceptions or clarifications, and a copy of any SAAS or End User License Agreement.

   i. COST/PRICING: On a separate sheet, please provide a three-year total of the overall cost to the City for the software product. Please break down pricing into monthly and occasion specific components, to include:
      (1) Data import
      (2) Configuration
      (3) License/subscription fees.

Please indicate what is inclusive in the total pricing, and the pricing of any optional items. Where you cannot bill according to lump sum pricing, please include unit pricing and your best assumptions regarding hours, hourly rates, licenses or other pricing elements for which you would intend to charge at a unit rate.

8. SIGNATURE: _____

   Printed Name and Title:_____

   Date: _____

9. SUBMIT THIS SIGNED SHEET, with attached pricing and supplemental information by the Bid submission due date and time, and to the mailing address, as listed on the first page of this Request for Bids.

10. Questions may be submitted via E-MAIL only, not later than 5 days before bid opening, to Purchasing@CityofMobile.org.

11. This bid, and any addenda to this bid, may be found at: https://www.cityofmobile.org/services/business/bids/

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____(hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama _____ and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay ionly for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider 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 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

_____

_____

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider 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 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public
My Commission expires on: _____

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk
_____ Date

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcna Inc for 2,150 assorted aluminum street signs for Traffic Engineering.
General fund.

Amount of Contract:

$60,440.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221215 Vulcan Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
1051	2023	(2060) TRAFFIC ENGINEERING	2,150 ASSORTED ALUMINUM STREET SIGNS FOR TRAFFIC ENGINEERING (MOBILE COUNTY COOPERATIVE SEALED BID 63-22)	$60,440.00	(270972) VULCAN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
002	AS PER YOUR BID MOBILE COUNTY 63-22 SIGN STREET, NAME BLANK, 9" X 30" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE #105 Vendor Item Inventory Item/Loc 15922	300.00 EACH	28.87000	8661.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			8661.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
003	SIGN COMPLETE, MOUNTED ON ALUMINUM BLANK, ALLOY 50-52-H38, . 080 GUAGE, STANDARD HOLES, ALUMINUM TO BE MILL CERTIFIED, SHEETING TO BE 3M DG3 REFLECTIVE SHEETING WITH COMPATIBLE INK, STOP, R1-1, 30", OCTAGON.	200.00 EACH	40.64000	8128.00
	Additional Description Notes			
	LINE # 1 FOR REFERENCE			
	Vendor Item			
	Inventory Item/Loc 13166			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			8128.00
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	ALEXONDRIA NIXON			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
004	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD	200.00 EACH	8.30000	1660.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	HOLES, 3M TYPE XI SHEETING, .080 ALUMINUM, 6" X 18". "ALL WAY" Additional Description Notes --- LINE # 6 ON BID Vendor Item Inventory Item/Loc 11326			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1660.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	SIGN COMPLETE 12" X 18" ON ALUM BLANK (ALLOY 5052-H38) STANDARD HOLES, 3M TYPE IV SHEETING, R8-3, R7-201P, NO PARKING, TOW-AWAY (SYMBOLS). Additional Description Notes --- LINE # 23 OF BID	100.00 EACH	10.18000	1018.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 11248			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1018.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SIGN STREET, NAME BLANK, 9" X 24" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE # 108 OF BID	200.00 EACH	23.22000	4644.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			4644.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	SIGN STREET, NAME BLANK, 9" X 36" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE # 102 FOR REFERENCE	200.00 EACH	34.67000	6934.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			6934.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
008	SIGN STREET, NAME BLANK, 9" X 42" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE # 99 FOR REFERENCE	100.00 EACH	40.31000	4031.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			4031.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD	200.00 EACH	14.13000	2826.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 7

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	HOLES, HIGH INTENSITY PRISMATIC SHEETING, .080 ALUMINUM, W13-1, ADVISORY SPEED (BLANK) 18" X 18" Additional Description Notes --- LINE #172 FOR REFERENCE Vendor Item Inventory Item/Loc 11253			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2826.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD HOLES, ON 3M HIGH INTENSITY GRADE SHEETING ON .080 ALUMINUM, 24 X 30, R4-7, KEEP RIGHT (SYMBOL) Additional Description Notes ---	50.00 EACH	27.05000	1352.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 8

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	LINE # 10 FOR REFERENCE Vendor Item Inventory Item/Loc 11274			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1352.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES, 3M HIGH INTENSITY, .080 ALUMINUM, HI-R5-1, DO NOT ENTER, 30" X 30" Additional Description Notes --- LINE # 13 FOR REFERENCE Vendor Item Inventory Item/Loc 11250	50.00 EACH	33.81000	1690.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1690.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	SIGN COMPLETE MOUNTED ON ALUM INUM BLANK, ALLOY 5052-H38, ST ANDARD HOLES, ON 3M HIGH INTENSITY PRISMATIC (HIP) SHEETING ON .080 ALUMINUM, 24 X 30, R2-1, SPEED LIMIT (BL ANK) Additional Description Notes --- LINE #10 FOR REFERENCE Vendor Item Inventory Item/Loc 11271	50.00 EACH	27.05000	1352.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1352.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 10

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	SIGN COMPLETE 30"X36" .080 ALUMINUM ALLOY 5052-H38 STANDARD HOLES, 3M HIP HIGH INTENSITY PRISMATIC, BLACK LEGEND & BORDER, BACKGROUND WHITE, SPEED LIMIT, R2-1 Additional Description Notes --- LINE #15 FOR REFERENCE Vendor Item Inventory Item/Loc 15771	50.00 EACH	40.57000	2028.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2028.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 11

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
014	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD HOLES, 3M HIP SHEETING ON .080 ALUMINUM, 24 X 48, S5-1 (15) SCHOOL SPEED LIMIT 15 WHEN FLASHING Additional Description Notes --- LINE # 55 FOR REFERENCE Vendor Item Inventory Item/Loc 11275	50.00 EACH	55.20000	2760.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2760.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	SIGN BLANK ONLY, ALLOY 50-52- H38, STANDARD HOLES, .063 ALUMINUM, 12 X 18, Additional Description Notes --- LINE # 132 FOR REFERENCE	50.00 EACH	6.92000	346.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			346.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To			

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	SIGN BLANK ONLY, ALLOY 50-52- H38, STANDARD HOLES, .080 ALUMINUM, 18 X 24 Additional Description Notes --- LINE #141 FOR REFERENCE Vendor Item Inventory Item/Loc 11258	50.00 EACH	12.61000	630.50
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			630.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
017	SIGN BLANK ONLY, ALLOY 50-52- H38, STANDARD HOLES, .080 ALUMINUM, 12	50.00 EACH	9.08000	454.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 14

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	X 24 Additional Description Notes --- LINE # 133 FOR REFERENCE			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			454.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
019	SIGN COMPLETE 36"X36" .080 ALUMINUM ALLOY 5052-H38 STANDARD HOLES, 3M DG3 REFLECTIVE SHEETING, SYMBOL & BORDER BLACK, BACKGROUND FLORESCENT YELLOW, GREEN (FYG), SCHOOL S1-1 Additional Description Notes --- LINE # 54 FOR REFERENCE Vendor Item Inventory Item/Loc 15779	100.00 EACH	62.10000	6210.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 15

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			6210.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
020	SIGN COMPLETE .080 ALODIZED, 50-58-H38 ALUMINUM. STANDARD HOLES, 3M HIGH INTENSITY FLUORESCENT YELLOW SHEETING (TYPE IV), BLACK SYMBOL PEDESTRIAN CROSSING W11-2. 30" x 30". Additional Description Notes --- LINE # 49 FOR REFERENCE Vendor Item Inventory Item/Loc 17104	50.00 EACH	33.81000	1690.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1690.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 16

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
021	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES, TYPE IV SHEETING, .080 ALUM, R-SERIES, 2 COLORS, "STOP HERE ON RED" 24" X 30". LEFT ARROW. Additional Description Notes --- LINE #10 FOR REFERENCE	50.00 EACH	27.05000	1352.50
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1352.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
022	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES,HIGH INTENSITY (HIP) SHEETING, RESERVED HANDICAPPED, 12" X 18", .063 ALUMINUM, Additional Description Notes --- LINE # 27 FOR REFERENCE	100.00 EACH	9.80000	980.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			980.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
023	SIGN COMPLETE, MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38), HIP, STANDARD HOLES, .080 ALUMINUM, W14-2, NO OUTLET, 30" X 30" Additional Description Notes --- LINE # 13 FOR REFERENCE	50.00 EACH	33.81000	1690.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1690.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 60440.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	60440.00	966488.25
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	12/14/22	DONALD ROSE	Auto approved by: 910518227
Approved	12/14/22	SANDRA LEWIS	
Approved	12/14/22	KAREN NAMAN	Auto approved by: 910518227
Approved	12/14/22	JOHN PAINE	Auto approved by: 910518227
Approved	12/14/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

County Engineer
W. Bryan Kegley II, P.E., P.L.S.

Assistant County Engineer
Kimberly N. Sanderson, P.E.

Engineering Manager - Construction
James Vorpahl, P.E.

Engineering Manager – Development/Inspections
Matthew Barclift, P.E., C.F.M.

Engineering Manager – Design
Rhonda G. Gulledge, P.E.

Public Works Director
Richard A. Mitchell, P.E.

Deputy Public Works Director
R. Neal Howard, P.E.

Public Works Assistant Superintendent
Richard H. Crist, Sr., P.L.S.

Division Transportation Superintendents
Donald Dixon
Garry Jordan
Vernon Lucious
Patrick Williams

MOBILE COUNTY ENGINEERING & PUBLIC WORKS

Date: **September 14, 2022**
To: **Susan Holland, Purchasing**

From: Brad Wittmann, P.E.
Brad Wittmann, P.E., PTOE
Traffic Engineer

Ref: **Bid # 63-22 Annual Traffic Sign Material Bid**

After review, we recommend award of this contract to the low bidder – Vulcan, Inc.

MOBILE COUNTY COMMISSION

205 Government Street 8TH FL South
Mobile, Alabama 36644

BID INVITATION NO. 63-22

JULY 29, 2022

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:
ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:
NOTE: PRICES MUST REMAIN FIRM FROM OCTOBER 1, 2022 THROUGH DECEMBER 31, 2022.
Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent, 205 Government Street, 8th FL South, Mobile, Alabama 36644, susan.holland@mobilecountyal.gov prior to the bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding $15,000.00: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, or postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall furnish proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at www.mobilecountyal.gov.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY 30-45 TERMS Net 30 Days You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. AUGUST 31, 2022.

ALL BIDS MUST BE SEALED, "BID NUMBER, COMPANIES NAME, AND NAME OF THE BID ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE." THE BIDDER WILL RETURN THE ENTIRE BID PACKAGE. BIDS MUST BE DELIVERED TO THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR SOUTH TOWER OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION

Glenn L. Hodge

GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum of

$ see attached list.
Delivery can be made in 30-45 days from receipt of order.

RESPECTFULLY
BY J. Todd Koniar/General Manager & Vice President

E-Verify

IMPORTANT

THIS DOCUMENT MUST BE COMPLETED,

SIGNED AND RETURNED WITH YOUR BID

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-31-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at [illegible] and [illegible].

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

_____ (company name) has no employees in the State of Alabama

Or

Vulcan, Inc. (company name) is enrolled in E-Verify and a copy of the electronically signed signature page of the company's Memorandum of Understanding is attached.

08/19/22	J. Todd Koniar	General Manager & Vice President
Date	Signature	Title

may subject the Web Services 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 Web Services Employer.

Approved by:

Web Services Employer	
Vulcan Inc.	
Name (Please Type or Print) Jennifer Minto	Title
Signature Electronically Signed	Date 10/07/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/07/2019

E-Verify

Company ID Number: 1457194

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Vulcan Inc.
Company Facility Address	410 East Berry Avenue Foley, AL 36535
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	630513868
North American Industry Classification Systems Code	331
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 1457194

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

E-Verify

Company ID Number: 1457194

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Sharon Markey
Phone Number	(251) 972 - 1330
Fax Number	
Email Address	recruiter@vulcaninc.com

Name	Mary Jacoby
Phone Number	(251) 972 - 1330 ext. 1932
Fax Number	
Email Address	mary.jacoby@vulcaninc.com

Name	Paula Fasanello
Phone Number	(251) 972 - 1330
Fax Number	
Email Address	paula.fasanello@vulcaninc.com

Name	Jennifer Minto
Phone Number	(251) 972 - 1396
Fax Number	
Email Address	jennifer.minto@vulcaninc.com

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MOBILE COUNTY COMMISSION BID FORM

Date: 08/19/22

BID # 63-22

ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

Name of Company: Vulcan Inc., dba Vulcan Aluminum; Vulcan Signs

Company Representative J. Todd Konlan/General Manager & Vice President
(Print)

Company Representative
(Signature)

Address PO Box 1850, Foley, AL 36536-1850

Phone Number (888) 846-2745 Fax Number (251) 943-7590

Federal ID Number 63-0513868

Email Address vulcan1@vulcaninc.com

Company Web Address www.vulcaninc.com

Please attach a current W-9.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Vulcan, Inc.

2 Business name/disregarded entity name, if different from above
DBA Vulcan Aluminum, Vulcan Signs, Vulcan Metal Stampings, Vulcan Utility Signs, Vulcan Aluminum Mill

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P O Box 1850

Requester's name and address (optional)

6 City, state, and ZIP code
Foley, AL 36536-1850

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
63-0513868

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/05/22

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SPECIFICATIONS

TRAFFIC SIGN MATERIALS

The following specifications
shall apply to each item based on type of sign material composition.

A. Sheeting Material

All Sign Sheeting Materials used for all signs for Mobile County Traffic Department shall be in conformance with the ASTM Standard Specification for Reflective Sheeting for Traffic Control, D 4956-09, and approved manufactures of the sheeting Type materials shall be on the approved Alabama Department of Transportation products list for use and only for their "Type" category in which they were qualified.

Bidders will not be permitted to cross bid, (ie: Type IXF being bid as Type IV)

Sign sheeting materials used by Type:

Type IV - High Intensity, retroreflective sheeting,"microprismatic"

Type VIII — Super High Intensity, retroreflective sheeting (ASTM D 4956 Table 2), "microprismatic.
Type XI — Super High Intensity, unmetalized cube corner microprismatic retroreflective sheeting. (ASTM D 4956-09, Table 10)

Type VIII and Type XI reflective sheeting shall meet the minimum coefficients of retroreflection as described in ASTM D4956-09 for type VIII and type XI sheetings, respectively.

1. General characteristics and packaging. The signs supplied shall be of good appearance, free from ragged edges, cracks, and extraneous materials, and show careful workmanship with the messages and border sharply defined.

2. All signs must be protected with slip-sheeting and be packaged in quantities of 10 or less, (50 lbs. max.), with protective closed cell padding placed around outer surfaces.

3. The protective slip-sheeting shall be easily removable. The supplier will replace signs when removable liners will not separate easily from the sign.

4. All costs to return and replace any damaged and unusable signs shall be the sole responsibility of the suppliers.

5. All signs shall conform with the design, size, layout and color standards set by the Manual on Uniform traffic Control Devices, (MUTCD), or by Mobile County only under special request written orders. No other standard will be accepted and all costs, to replace the materials, including return shipping and replacement shipping, if requirements are not met, will be the sole responsibility of the bidder.

6. All bidders shall furnish a Material Performance Certification with their bid which certifies that all material furnished under this bid shall have performance life of not less than seven (7) years. Failure of their product within this stipulated period of time will result in the bidder replacing all material in kind in addition to reimbursing Mobile County for all costs involved in the removal, refurnishing and reinstalling signs which are found to be defective.

7. The following abbreviations are used in the itemized sign descriptions:

F - Fluorescent
FY - Fluorescent Yellow
FO - Fluorescent Orange
FYG - Fluorescent Yellow Green

B. BLANK MATERIAL

All signs shall be made from the following specifications:

1. Material: Aluminum Alloy 5052-H38 .08 thickness **unless otherwise noted**

2. Mechanical Property Limits:

   Tensile Strength - ultimate - 39.0 KSI
   - yield - 32.0 KSI
   Percentage Elongation in 2" - 4%
   Chemical Composition Limits

- Silicon	.45%
- Copper	.10%
- Manganese	.10%
- Magnesium	2.2% - 2.80%
- Chromium	.15% - .35%
- Zinc	.10%
- Aluminum	Remainder

3. Fabrication:

   ** **Note:** Corner Radius for all street name signs shall be 1/2".**

   3.1 All Mounting Holes for Sign Blanks shall meet the Design Standards of the Alabama Manual on Uniform Traffic Control Devices for **"U"** Channel Posts, punched with 3/8" diameter holes on 1" centers, unless otherwise specified by Mobile County.

4. A representative sample sign blank may be required before shipment of the order.

C. Sign Installation Hardware Accessories

1 All materials shall be made from high strength aluminum under 400 tons pressure. Tensile strength 45,000 PSI tumbled and de-greased for smoothness and ease of handling.

2. The brackets shall be provided with cadmium plated set screws Set screws must be able to secure signs in place with minimum 25 inch pounds of applied pressure

3. All brackets and caps shall be for U-Channel posts

4. All Hardware shall be appropriate for heavy-duty use

D. Decal Specifications

Shall be from high gloss, premium, enclosed glass bead lens, retroreflective, printable, polyester film with pressure sensitive permanent adhesive on back side protected by a release liner, The material shall be usable for screen printing application.

Decals shall be able to adhere to painted sign material listed elsewhere in these specifications under normal range of climate conditions expected for the environment of Mobile, Al and shall be good to excellent in dimensional stability and suitable for 2 yrs of service.

The decals shall be printed in contrasting, highly visible colors resistant to heat, chemicals, abrasion and sunlight, with the following information: (layout template attached)

a. list of years, 2 digits, present through 5 years future,
b. list of months, alpha/num
c. list of days of months, 1-31
d. list of installer - TR1, TR2, OTR
e. list of work description- RPR, RPL, NEW
f. statement "A Property of Mobile County, Alabama; WARNING; IT IS UNLAWFUL TO REMOVE OF DEFACE ANY TRAFFIC CONTROL DEVICE; PUNISHABLE BY FINE UP TO $5000 AND/OR 12 MONTHS IN JAIL; REPORT ANY DAMAGE BY CALLING 251-574-4030"

E. DELIVERY OF MATERIAL

1. Shipment of materials will be to <u>one</u> of the following per each purchase authorization:

Mobile County Traffic Department
Attention: Mr. Tom Hudson
1150 Schillinger Road North
Mobile AL 36608

City of Mobile
Traffic Engineering
852 Gayle St
Mobile, Al 36604

E. ITEMS TO BE BID ON

1 The following groups are listed seSigns with Faces Mounted on Blanks (1 or 2 sided)
Blanks only (without the Sign Faces)
Sign Installation Hardware Accessories
Decals

2. All items on the bid will remain at the unit price each for the duration of the contract life.

3. Mobile County reserves the right to purchase any or all items bid and in any combination. Mobile County will order the minimums listed for each item, but may also order any amount over minimum listed.

4. The bidder selected shall be able to supply all items listed in this bid list.

F. CONTRACT LIFE

The expiration date of this contract will be three (3) months from October 1, 2022 through December 31, 2022. The bidder shall supply all items at the unit price listed for the life of the contract

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41-16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials and, for the County of Mobile, be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

THIS IS AN ALL OR NONE BID

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
R-SERIES RIGHT-OF-WAY SERIES					
R1-1	STOP (TYPE XI)	30" X 30"	50	40.64	1
R1-1	STOP (TYPE XI)	36" X 36"	50	58.59	2
R1-1	STOP (TYPE XI)	48" X 48"	10	113.88	3
R-SERIES RIGHT-OF-WAY SERIES					
R-1-2 YIELD	(TYPE XI)	30" X 30" X 30"	50	23.78	4
R-SERIES RIGHT-OF-WAY SERIES					
R-1-2 YIELD	(TYPE XI)	36" X 36" X 36"	50	32.16	5
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE XI)	18" X 6"	50	8.30	6
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLOR	(TYPE IV)	36" X 12"	50	16.23	7
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 18"	50	16.23	8
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 24"	50	21.64	9
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 30"	50	27.05	10
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 36"	50	32.46	11
2-COLORS	(TYPE XI)	24" X 36"	50	41.40	12
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	30" X 30"	50	33.81	13
2-COLORS	(TYPE XI)	30" X 30"	50	43.12	14
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	30" X 36"	50	40.57	15
2-COLORS	(TYPE XI)	30" X 36"	50	51.75	16

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
R-SERIES	SPEED AND MOVEMENT SERIES				
	3-COLORS (TYPE IV)	30" X 30"	50	35.00	17
	3-COLORS (TYPE XI)	30" X 30"	50	44.50	18
R-SERIES	SPEED AND MOVEMENT SERIES				
	3-COLORS (TYPE IV)	24" X 30"	50	28.00	19
	3-COLORS (TYPE XI)	24" X 30"	50	35.60	20
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV)	12" X 6"	20	4.93	21
	2-COLORS (TYPE IV) (.63 thickness)	12" X 6"	20	4.13	22
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV)	12" X 18"	20	10.18	23
	2-COLORS (TYPE IV) (.63 thickness)	12" X 18"	20	8.68	24
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV) (.63 thickness)	12" X 24"	20	12.68	25
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV)	24" X 30"	20	27.18	26
R-SERIES	PARKING RESTRICTION SERIES				
	3-COLORS (TYPE IV) (.63 thickness)	12" X 18"	20	9.80	27
	3-COLORS (TYPE IV)	12" X 18"	20	11.30	28
	"MARDI-GRAS" 3-COLORS(TYPE IV) (.63 thickness)	12" X 24"	50	13.80	29
R-SERIES	PARKING RESTRICTION SERIES				
	3-COLORS (TYPE IV)	24" X 24"	20	22.40	30
R-SERIES	PARKING RESTRICTION SERIES				
	3-COLORS (TYPE IV)	24" X 30"	20	28.00	31
M, D & I - SERIES	GUIDE SERIES				
	2-COLORS (TYPE IV)	21" X 15"	20	15.04	32
M, D & I - SERIES	GUIDE SERIES				
	2-COLORS (TYPE IV)	24" X 6"	20	13.80	33

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	24" X 30"	50	27.05	34
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	30" X 36"	50	40.57	35
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	48" X 30"	50	54.10	36
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	60" X 30"	50	67.62	37
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	72" X 36"	20	97.38	38
MISCELLANEOUS SERIES					
N-W Crime Stopper 3 - COLORS	(TYPE IV)	18" X 24"	25	20.67	39
CD - 1 Evacuation Route 2 – COLORS	(TYPE IV)	18" diameter	25	16.13	40
CD - 1 - R Evacuation Route 2 - COLORS	(TYPE IV)	18" diameter	25	16.13	41
CD - 1 - L Evacuation Route 2 - COLORS	(TYPE IV)	18" diameter	25	16.13	42
CD - 1 - STR Evacuation Route 2 – COLORS	(TYPE IV)	18" diameter	25	16.13	43
C - 2 Drug Free School Zone 2 – COLORS	(TYPE IV)	18" X 12"	25	12.34	44
CV - 28 - B Adopt - A - Mile 2 – COLORS	(TYPE IV)	24" X 18"	25	20.67	45
Neighborhood Watch 3 - COLORS	(TYPE IV)	18" X 12"	25	12.34	46
Neighborhood Watch 3 - COLORS	(TYPE IV) (.63 thickness)	18" X 12"	25	10.82	47

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
	Special School Sign				
	3 - COLORS (TYPE XIFYG)	96" X 36"	2	170.88	48
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	30" X 30"	50	33.81	49
	(TYPE XI)	30" X 30"	50	43.12	50
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" X 18"	50	24.34	51
	(TYPE XI)	36" X 18"	50	31.05	52
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" X 36"	50	48.69	53
	(TYPE XIFY)	36" X 36"	50	62.10	54
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE XIFY)	48" X 24"	50	55.20	55
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	18" X 24"	50	16.23	56
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	24" X 24"	50	21.64	57
	(TYPE XIFY)	24" X 24"	50	27.60	58
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE XIFY)	36" X 12"	50	20.70	59
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" DIAMETER	50	48.69	60
	2-COLORS (TYPE XIFY)	36" DIAMETER	50	62.10	61
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" X 48" X 48"	50	40.75	62
W-SERIES	WARNING SERIES				
	3-COLORS (TYPE IV)	36" X 36"	50	50.40	63
W-SERIES	WARNING SERIES				
	4-COLORS (TYPE VIIIFY)	36" X 36"	50	63.00	64

Signs with Faces Mounted on Blanks

W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	36" X 36"	50	48.69	65
	(TYPE VIIIFY)	36" X 36"	50	62.10	66
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	30" X 30"	30	43.12	67
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE IV)	60" X 36"	30	81.15	68
	(TYPE VIIIFO)	60" X 36"	30	103.50	69
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	60" X 30"	30	86.25	70
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE IV)	60" X 24"	30	54.10	71
	(TYPE VIIIFO)	60" X 24"	30	69.00	72
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	48" X 48"	30	110.40	73
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	48" X 30"	30	69.00	74
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	36" X 18"	30	31.05	75
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	24" X 12"	30	11.00	76
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	24" X 18"	30	20.70	77
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	30" X 24"	30	34.50	78
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	48" X 18"	30	41.40	79

Miscellaneous

W-SERIES	W1-8 CHEVRON ALIGNMENT 2 COLOR (TYPE XIFY)	24" X 30"	30	34.50	80
W-SERIES	W1-8 CHEVRON ALIGNMENT 2 COLOR (TYPE XIFY)	30" X 36"	30	51.75	81
S-SERIES	SCHOOL AREA SERIES 2-COLORS (TYPE XIFYG)	36" X 36"	30	62.10	82
S-SERIES	SCHOOL AREA SERIES 2-COLORS (TYPE XIFYG)	24" X 30"	30	34.50	83

Signs with Faces Mounted on Blanks

S-SERIES	SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 8"	30	10.96	84
S-SERIES	SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 10"	30	13.44	85
S-SERIES	SCHOOL AREA SERIES 3-COLORS	(TYPE XIFYG)	24" X 48"	30	56.96	86
TYPE I	OBJECT MARKERS	(Including nine reflectors) (TYPE IV)	18" X 18"	50	25.95	87
TYPE II	OBJECT MARKERS	(WITHOUT REFLECTORS) (TYPE IV)	6" X 12"	50	4.93	88
TYPE III	OBJECT MARKERS 2-COLORS	(with 4" diagonal stripes) (TYPE XIFY)	12" X 36"	50	20.70	89
TYPE III	BARRICADE PANEL 2-COLORS	(with 6" diagonal stripes) (TYPE XIFO)	96" X 10"	30	51.97	90

*Sheeted Single Sided HIP Wood Barricade Panel

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 48"	20	91.02	91
	2-COLOR (TYPE XI) (.10 thickness)	12" X 48"	20	69.36	92
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 60"	20	113.77	93
	2-COLOR (TYPE XI) (.10 thickness)	12" X 60"	20	86.70	94
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 72"	20	136.53	95
	2-COLOR (TYPE XI)(.10 thickness)	12" X 72"	20	104.04	96
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 96"	20	182.04	97
	2-COLOR (TYPE XI)(.10 thickness)	12" X 96"	20	138.72	98
D-3	STREET NAME				
	1-COLOR (TYPE XI)	42" X 9"	100	40.31	99
	1-COLOR (TYPE XI)(.10 thickness)	42" X 9"	100	45.76	100
D-3	STREET NAME				
	1-COLOR (TYPE XI)	36" X 8"	100	32.25	101
D-3	STREET NAME				
	1-COLOR (TYPE XI)	36" X 9"	100	34.67	102
	1-COLOR (TYPE XI)(.10 thickness)	36" X 9"	100	39.27	103
D-3	STREET NAME				
	1-COLOR (TYPE XI)	30" X 8"	100	26.80	104
D-3	STREET NAME				
	1-COLOR (TYPE XI)	30" X 9"	100	28.87	105
	1-COLOR (TYPE XI)(.10 thickness)	30" X 9"	100	32.68	106
D-3	STREET NAME				
	1-COLOR (TYPE XI)	24" X 8"	100	20.62	107
D-3	STREET NAME				
	1-COLOR (TYPE XI)	24" X 9"	100	23.22	108
	1-COLOR (TYPE XI)(.10 thickness)	24" X 9"	100	26.15	109

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
W14-1P DEAD END -> 2-COLORS	(TYPE IV)	36" X 12"	20	24.03	110
R6-1 ONE WAY -> 2-COLORS	(one left arrow and one right arrow on opposite sides) (TYPE IV)	36" X 12"	20	24.03	111
W14-2P NO OUTLET -> 2-COLORS	(TYPE IV)	36" X 12"	20	24.03	112

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH	
4" X 18"	20	(NO HOLES, 1 2 A RADIUS)	3.23	113
4" X 24"	20	(NO HOLES, 1 2 A RADIUS)	3.98	114
4" X 30"	20	(NO HOLES, 1 2 A RADIUS)	4.92	115
4" X 36"	20	(NO HOLES, 1 2 A RADIUS)	5.67	116
6" X 12"	20		3.74	117
8" X 18"	20		5.41	118
8" X 24"	20		6.84	119
8" X 30"	20		8.60	120
8" X 36"	20		10.03	121
9" X 12"	20		4.75	122
9" X 18"	20		5.98	123
9" X 24"	20		7.60	124
9" X 30"	20		9.56	125
9" X 36"	20		11.17	126
10" X 18"	20		6.55	127
10" X 24"	20		8.35	128
10" X 30"	20		10.53	129
10" X 36"	20		12.32	130
10" X 96"	30		32.02	131

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH	
12" X 18"	20		6.92	132
12" X 24"	20		9.08	133
12" X 30"	20		11.67	134
12" X 36"	20		14.61	135
12" X 48"	20		18.92	136
12" X 72"	10		29.30	137
12" X 96"	30		37.19	138
18" X 18"	30	(NO HOLES)	9.61	139
18" X 18"	30	(DIAMOND-WITH 9 HOLES)	9.61	140
18" X 24"	20		12.61	141
18" X 30"	20		16.23	142
18" X 36"	20		19.96	143
18" X 48"	20		25.92	144
18" X 60"	20		32.65	145
18" X 72"	10		39.48	146
18" X 96"	10		52.21	147
24" X 24"	50		16.81	148
24" X 30"	50		21.64	149
24" X 36"	50		26.04	150

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH	
24" X 48"	30		34.11	151
24" X 60"	30		42.42	152
24" X 96"	30		67.47	153
30" X 30"	50		27.05	154
30" X 36"	50		32.41	155
30" X 48"	30		42.46	156
30" X 60"	20		54.64	157
30" X 96"	30		86.74	158
36" X 36"	50		38.77	159
36" X 42"	20		45.42	160
36" X 48"	30		50.81	161
36" X 60"	30		64.35	162
36" X 72"	10		77.71	163
36" X 96"	30		102.54	164
48" X 48"	50		67.39	165
48" X 60"	30		84.21	166
48" X 72"	10		105.72	167
48" X 96"	10		134.95	168

MUTCD #	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
R-SERIES	SPEED AND MOVEMENT SERIES 4-COLORS (TYPE IX)	30"X30"	50	43.75	169
R-SERIES	SPEED AND MOVEMENT SERIES 2-COLORS (TYPE IX)	36"X36"	50	62.10	170
R-SERIES	SPEED AND MOVEMENT SERIES 3-COLORS (TYPE IX)	30"X36"	50	52.12	171
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	18"X18"	50	14.13	172
D-3	STREET NAME 1- COLOR (TYPE XI)	48"X 9"	100	46.26	173
W14-1P DEAD END ->	2-COLORS (TYPE IV)	36" X 8"	20	24.71	174
W14-2P NO OUTLET ->	2-COLORS (TYPE IV)	36" X 8"	20	24.71	175
STREET SIGN BRACKETS CANTILEVER	FOR 14 2 A FLAT BLADES POWDER COATED BLACK		50	29.50	176
	FOR 24" FLAT BLADES POWDER COATED BLACK		50	42.50	177

Sign Installation Hardware Accessories

Description	Minimum Quantity	Unit Price	
Chevron Brackets			
Adjustable Bracket for 24" x 30" signs	50	49.50	178
Adjustable Bracket for 30" x 36" signs	50	56.50	179
Street Sign Brackets			
#457 Universal Bracket for flat blades	50	8.10	180
12" Adjustable Cross-Tee for flat blade street signs	100	24.55	181
12" Adjustable Cap for U-Channel Post and flat blade sign	100	27.55	182
VS-7 Cross, 6" blade holder Bolt thru bracket with BHP-766 vandal proof bolts	100	13.90	183
VS-12 U-Channel Cap 180°	100	12.75	184
VS-12 U-Channel Cap 90°	50	12.75	185
BHP 76L 5/16" vandal proof bolts in quantity of 100	5	40.00	186
BHP 4 TOOL FOR BHP 76L	20	8.75	187
Cantilever			
for 14 2 A Flat Blades	50	14.50	188
for 14 2 A Flat Blades with bolt thru security	50	15.30	189
for 24" Flat Blades	50	24.50	190
Overhead			
for 3/8" Cable no swing, standard mount	50	49.90	191
VS-Swinger	50	64.91	192

Decals

County Sign Maintenance Decal	500	1.40	193
City of Mobile Maintenance Decal	500	1.40	194

Accessories

Post Covers 3" x 72" (0,63)	Type	XIF	Red	13.85 195
		XI	Yellow	13.85 196
			F.Y.G	13.85 197
	Type	IV	White	10.85 198

DESCRIPTION	WIDTH	LENGTH	UNIT PRICE EACH	
Electronic Cuttable Film 1170 NonPunche	36"	50 Yards	472.50	199
3924S Fl. Orange DG Shtg WorkZone	36"	50 Yards	1,147.50	200
3924S Fl. Orange DG Shtg WorkZone	48"	50 Yards	1,530.00	201
3930 Wht High Intensity Prismatic	24"	50 Yards	405.00	202
3930 Wht High Intensity Prismatic	30"	50 Yards	506.25	203
3930 Wht High Intensity Prismatic	36"	50 Yards	607.50	204
3930 Wht High Intensity Prismatic	48"	50 Yards	810.00	205
3931 Yellow HIP (3930 Series)	24"	50 Yards	405.00	206
3931 Yellow HIP (3930 Series)	30"	50 Yards	506.25	207
3931 Yellow HIP (3930 Series)	36"	50 Yards	607.50	208
3931 Yellow HIP (3930 Series)	48"	50 Yards	810.00	209
3932 Red HIP (3930 Series)	30"	50 Yards	506.25	210
3932 Red HIP (3930 Series)	36"	50 Yards	607.50	211
3935 Blue HIP (3930 Series)	30"	50 Yards	506.25	212
3935 Blue HIP (3930 Series)	36"	50 Yards	607.50	213
3935 Blue HIP (3930 Series)	48"	50 Yards	810.00	214
3937 Green HIP (3930 Series)	24"	50 Yards	405.00	215
3937 Green HIP (3930 Series)	30"	50 Yards	506.25	216
3937 Green HIP (3930 Series)	36"	50 Yards	607.50	217

3937 Green HIP (3930 Series)	48"	50 Yards	810.00	218
3939 Brown HIP (3930 Series)	30"	50 Yards	506.25	219
3939 Brown HIP (3930 Series)	36"	50 Yards	607.50	220
3939 Brown HIP (3930 Series)	48"	50 Yards	810.00	221
4083 Fluorescent Ylw-Grn DG Cubed Refl	30"	50 Yards	975.00	222
4083 Fluorescent Ylw-Grn DG Cubed Refl	36"	50 Yards	1,170.00	223
4083 Fluorescent Ylw-Grn DG Cubed Refl	48"	50 Yards	1,560.00	224
4084 Fluorescent Orange DG 3 Sheeting	36"	50 Yards	1,170.00	225
4090 White DG Cubed Refl Shtg	24"	50 Yards	780.00	226
4090 White DG Cubed Refl Shtg	30"	50 Yards	975.00	227
4090 White DG Cubed Refl Shtg	36"	50 Yards	1,170.00	228
4090 White DG Cubed Refl Shtg	48"	50 Yards	1,560.00	229
4091 Yellow DG Cubed Refl Shtg	24"	50 Yards	780.00	230
4091 Yellow DG Cubed Refl Shtg	30"	50 Yards	975.00	231
4091 Yellow DG Cubed Refl Shtg	36"	50 Yards	1,170.00	232
4091 Yellow DG Cubed Refl Shtg	48"	50 Yards	1,560.00	233
4097 Green DG Cubed Refl Shtg	36"	50 Yards	1,170.00	234
4097 Green DG Cubed Refl Shtg	48"	50 Yards	1,560.00	235

As the supplier of the above materials, the following sheeting manufacturers will be used for each specific AType@, which has Alabama Department of Transportation approval.

Note: In the event there is no approved sheeting manufacturer for a AType@, please note "Type@ as NO APPROVED MANUFACTURE.

Manufacture to supply sign sheeting materials by Type:

Type IV - High Intensity, (unmetallized micro prismatic, RA values of Table 1)
Series # 3930 HIP
Manufacturer: 3M

Type VIIIF-Super High Intensity, Flourescent
(unmetallized micro prismatic, RA values of Table 2)
Series #: 3920
Manufacturer: 3M

Type XI Super High Intensity, full cube -
(unmetallized micro prismatic, RA values of Table 3)
Series #: 4090 DG3
Manufacturer: 3M

Type XIF Super High Intensity, full cube - Flourescent
(unmetallized micro prismatic, RA values of Table 3)
Series #: 4080 DG3
Manufacturer: 3M

Bidder agrees to use only the manufactured sheeting material as listed above. Any changes shall be granted only by Mobile County in writing prior to order being processed. Any attempt to use any different sheeting shall constitute fraud and the bidder shall collect, at bidder=s expense, all materials sent to Mobile County, paying all costs for the removal, if installed by Mobile County, and will forfeit their contract with Mobile County for this bid.

As Bidder, I Agree to all terms

Date 08/19/22 Signature

J. Todd Koniar/General Manager & Vice President

DECAL TEMPLATE

Decal shall measure approximately 3 in X 5 in, by 6 mils
Sheeting Type I – Engineer Grade, Class 1 adhesive

YEARS	MONTHS						
							TR1
PROPERTY OF MOBILE COUNTY, ALABAMA **WARNING** IT IS UNLAWFUL TO REMOVE OR DEFACE ANY TRAFFIC CONTROL DEVICE PUNISHABLE BY FINE UP TO $5000 AND/OR 12 MONTHS IN JAIL. **REPORT ANY DAMAGE BY CALLING (251) 574-4030**							TR2
							OTH
							RPR
							RPL
							NEW
DAYS 1-31							

DECAL/SIGN DATING/IDENTIFICATION
SIZE: 5.5" X 3" ON YELLOW HWY SIGN GRADE REFLECTIVE SCOTCHLITE SHEETING;
BLACK IMPRINT, CURRENT YEARS TO BE APPROVED

CITY OF MOBILE
TRAFFIC ENGINEERING DEPARTMENT
852 GAYLE STREET
MOBILE ALABAMA 36604

WARNING

IT IS UNLAWFUL TO REMOVE OR DEFACE AN OFFICIAL ROAD SIGN OR TRAFFIC CONTROL DEVICE. PUNISHABLE BY FINE AND/OR IMPRISONMENT.

REPORT DAMAGE BY CALLING (251) 208-5311 OR 311 (24 HOURS A DAY)

1	2	3	4	5	6	7	8	9	10	11	12
09	10	11	12	13							

01-004

cc: Bill Metzger
John Windley
Bill Dennany
Nicki Ambarger
Ricia Rambeau
Richard Higgins
Ray R.

2010

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

JAN 27 2010

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.

SAMUEL L. JONES, Mayor

ATTEST:

City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

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6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 2010.

Mike Dean, President

ATTEST:

John Pafenbach, Administrator

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for furniture for Lafayette Street City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding.

Amount of Contract:

$16,895.76

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221215 Global Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
1737	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,895.76	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #20031 DELIVERED AND INSTALLED.			
	INSTALATION DEALER: MCALEER'S OFFICE FURNITURE - ATTN: DEANA NEZAT			
	QUOTE #91010829-0.			
001	ITEM NO. 2075BSNUU STREAM, BAR HEIGHT STOOL, ARMLESS, FABRIC SEAT & BACK, STD 4; PER ATTACHED QUOTE	4.00 EACH	409.86000	1639.44
	Additional Description Notes			
	PER ATTACHED QUOTE ALL FURNITURE ITEMS WILL BE DELIVERED TO: 110 LAFAYETTE STREET MOBILE, AL 36604			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1639.44
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	ITEM NO. BRTS1P2436L RECTANGULAR LEGS- SINGLE LINE 1 PERSON POD; PER ATTACHED QUOTE	1.00 EACH	523.94000	523.94
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			523.94
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
003	ITEM NO. Z30L2SH 24"D X 30"W X 29.5"H, STORAGE MODULES W/1	1.00 EACH	569.02000	569.02

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	ADJUSTABLE SHELF; PER ATTACHED QUOTE			
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			569.02
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
004	ITEM NO. ZUT2460 24"D X 60"W, UNIVERSAL LAMINATE TOP, NO DRILL HOLES, ZIRA; PER ATTACHED QUOTE	5.00 EACH	316.48000	1582.40
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1582.40

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
005	ITEM NO. BRT36P2460L 24"D X 60"W X 36"H, SINGLE TABLE ASSEMBLY ON LEVELERS; PER ATTACHED QUOTE	1.00 EACH	1284.78000	1284.78
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1284.78
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
006	ITEM NO. Z722036BD; 20"D X 72"W X 36"H, BUFFET CREDENZA WITH TWO LOCKING STORAGE;	2.00 EACH	1648.18000	3296.36
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			3296.36
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
007	ITEM NO. Z30L2SHN 24"D X 30"W X 29.5"H, STORAGE MODULES, OPEN W/ 1	3.00 EACH	462.76000	1388.28

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	ADJUSTABLE.			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1388.28
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
008	ITEM NO. 3871 WIND, 36" DIA X 15"H, ROUND COFFEE TABLE W/ LAMINATE TOP.	1.00 EACH	638.94000	638.94
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			638.94

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
009	ITEM NO. 3870 WIND, 24" DIA X 17"H, ROUND TABLE W/ LAMINATE TOP, STD METAL.	1.00 EACH	434.24000	434.24
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			434.24
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
010	ITEM NO. Z369642BT 36"D X 96"W X 42"H, COLLABOARATIVE TABLE, FULL LAMINATE END.	1.00 EACH	1652.32000	1652.32
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1652.32
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
011	ITEM NO. PFPD400RB 6.77"D X 11.02"W, POWER/USB-C BLOCK, BLACK	1.00 EACH	405.72000	405.72

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	FINISH, 8 WHITE A.			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			405.72
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
012	EXECUTIVE DELIVERY INSTALL	1.00 EACH	3017.10000	3017.10
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			3017.10

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
013	ITEM NO. ZUT2490 24"D X 90"W, UNIVERSAL LAMINATE TOP, NO DRILL HOLES, ZIRA.	1.00 EACH	463.22000	463.22
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			463.22
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			

Requisition Link

Requisition Total 16895.76

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	16895.76	119090.66

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.	16895.76	966488.25
CDBG 2020 CARES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/03/22	BEVERLY REED	Auto approved by: 910516894
Approved	11/03/22	JAMES ROBERTS	
Approved	11/03/22	KENNETH KNOX	Auto approved by: 910516894
Approved	11/03/22	VELISA GILCHRIST	Auto approved by: 910519069
Approved	11/03/22	TAYLOR HARRIS	Auto approved by: 910519069
Approved	11/03/22	NANCY NGUYEN	
Approved	11/03/22	RANDY THREADGILL	Auto approved by: 910519069
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/14/22	DONALD ROSE	Approved by: 9105fola
Approved	12/14/22	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/14/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	12/14/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/14/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Printed 15 December 2022

www.globalfurnituregroup.com

Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	17 West Stow Road
CITY	Marlton
STATE	NJ
ZIP	08053

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

* Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go) Global Industries, Inc., a part of the Global Furniture Group (“Global”), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System ("TIPS"), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing TIPS, 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.* Further, 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.*

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Global Industries Inc for furniture for Lafayette Street City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding

Amount of Contract:

$32,050.50

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221215 Kimball Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
1740	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (ALABAMA STATE CONTRACT)	$32,050.50	(282081) KIMBALL INTERNATIONAL MARKETING INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-390 MA20000002897 SOURCING #SRC0000002513. DELIVERED AND INSTALLED.			
	INSTALATION DEALER: MCALEER'S OFFICE FURNITURE - ATTN: DEANA NEZAT QUOTE #91010830-0.			
001	ITEM NO. N49BUNM GRIN, BAR STOOL, METAL SLED, NO STITCH NO PIPING.	6.00 EACH	566.00000	3396.00
	Additional Description Notes			
	PER ATTACHED QUOTE ALL FURNITURE ITEMS WILL BE DELIVERED TO: 110 LAFAYETTE STREET MOBILE, AL 36604			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			3396.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	ITEM NO. WW2448RTFML WAVEWORKS, 24D X 48W, TRAINING TABLE, FLIP/NEST, HPL.	1.00 EACH	963.00000	963.00
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			963.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
003	TABLE FLIP, ITEM NO. WW2472RTFML WAVEWORKS, 24D X 72W, RAINING TABLE, FLIP/NEST, HPL.	10.00 EACH	1126.50000	11265.00

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			11265.00

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644
Delivery Reference
SHAKEENA COX

Deliver To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644

004	ITEM NO. CBV2460ABEB BASE SUPPORT FOR 24 D X 60W TOP, ADJBL HGT BASE, ELECTRIC, CINDER.	5.00 EACH	1405.00000	7025.00
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			7025.00

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
005	ITEM NO. N84IN9L COLLETTE, INSIDE 90 DEGREE, SQUARE LEGS, LEFT.	1.00 EACH	1720.50000	1720.50
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1720.50
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
006	ITEM NO N84L2L COLLETTE, 2 SEAT, SQUARE LEGS, STRAIGHT LEFT ARM.	1.00 EACH	2526.00000	2526.00
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			2526.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
007	ITEM NO. N84L3R COLLETTE, 3 SEAT, SQUARE LEGS, STRAIGHT RIGHT ARM.	1.00 EACH	3404.50000	3404.50
	1 5801.10.25.0000.0000.3500.0000.0000.44020.			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	E G-CPD3569 .OPERSUPPLS. .			3404.50

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644
Delivery Reference
SHAKEENA COX

Deliver To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644

008	ITEM NO. N84D2 COLLETTE, 36D X 36W, OTOMAN, SQUARE.	1.00 EACH	1750.50000	1750.50
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1750.50

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644
Delivery Reference
SHAKEENA COX

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			

Requisition Link

Requisition Total 32050.50

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	32050.50	119090.66

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.	32050.50	966488.25
CDBG 2020 CARES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/03/22	BEVERLY REED	Auto approved by: 910516894
Approved	11/03/22	JAMES ROBERTS	
Approved	11/03/22	KENNETH KNOX	Auto approved by: 910516894
Approved	11/03/22	VELISA GILCHRIST	Auto approved by: 910519069
Approved	11/03/22	TAYLOR HARRIS	Auto approved by: 910519069
Approved	11/03/22	NANCY NGUYEN	
Approved	11/03/22	RANDY THREADGILL	Auto approved by: 910519069
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/14/22	DONALD ROSE	Approved by: 9105fola
Approved	12/14/22	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/14/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	12/14/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/14/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Kimball International Brands, Inc. Furniture MA Amendment #2

Type
Master Agreement

Supplier
Kimball International Brands, Inc.

Contract Code
MA230000002897-2

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
National	Kimball	KIIGOV@KimballInternational.com	8004821600

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/3/2022

End Date
2/28/2027

Documents

Items

Item Name	Product Code		UOM
Desks: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 2- Desks	0.00	Each
Tables: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 3- Tables	0.00	Each
Seating: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 1- Seating	0.00	Each
Healthcare: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 6- Healthcare	0.00	Each
Educational: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 5- Educational	0.00	Each
Modular/Systems: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 7- Modular/Systems	0.00	Each
Bookcases/Storage: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 4- Bookcases/Storage	0.00	Each
Metal File Cabinets: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 8- Metal File Cabinets	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jasper Seating Company Inc for furniture for Lafayette Street City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding.

Amount of Contract:

$18,012.58

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221215 Jasper Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
1741	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (ALABAMA STATE CONTRACT)	$18,012.58	(282155) JASPER SEATING COMPANY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
JASPER SEATING COMPANY INC	CHD COMMUNITY HOUSING & DEVELO
DBA JASPER GROUP	205 GOVERNMENT STREET
225 CLAY STREET	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47546	SHAKEENA.COX@CITYOFMOBILE.ORG
	Delivery Reference
	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-390 MA20000002807 SOURCING #SRC0000002513. DELIVERED AND INSTALLED.			
	INSTALATION DEALER: MCALEER'S OFFICE FURNITURE - ATTN: DEANA NEZAT QUOTE #91010831-0.			
001	ITEM NO. ES1331 ESQUE CLUB CHAIR; SEAT & INNER BACK; GRADE C/COL	4.00 EACH	2042.62000	8170.48
	Additional Description Notes			
	PER ATTACHED QUOTE ALL FURNITURE ITEMS WILL BE DELIVERED TO: 110 LAFAYETTE STREET MOBILE, AL 36604			
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			8170.48
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO			

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP 225 CLAY STREET JASPER, IN 47546	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	ITEM NO. NAV48120-30TTLB; NATIVE RECTANGULAR TABLE WITH OPEN LOOP BSE- 48D X 120W X 2.	1.00 EACH	8407.39000	8407.39
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			8407.39
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
003	ITEM NO. NAT4848-30RDXB NATIVE ROUND TABLE WITH X BASE- 48D X 48W X 29 3/8H	1.00 EACH	1434.71000	1434.71

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
JASPER SEATING COMPANY INC	CHD COMMUNITY HOUSING & DEVELO
DBA JASPER GROUP	205 GOVERNMENT STREET
225 CLAY STREET	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47546	SHAKEENA.COX@CITYOFMOBILE.ORG
	Delivery Reference
	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5801.10.25.0000.0000.3500.0000.0000.44020.			
	E G-CPD3569 .OPERSUPPLS. .			1434.71

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644
Delivery Reference
SHAKEENA COX

Deliver To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644

Requisition Link

Requisition Total 18012.58

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	18012.58	119090.66

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.	18012.58	966488.25
CDBG 2020 CARES EXP OPERATING SUPPLIES		

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

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
JASPER SEATING COMPANY INC	CHD COMMUNITY HOUSING & DEVELO
DBA JASPER GROUP	205 GOVERNMENT STREET
225 CLAY STREET	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47546	SHAKEENA.COX@CITYOFMOBILE.ORG
	Delivery Reference
	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	11/03/22	BEVERLY REED				Auto approved by: 910516894
		Approved	11/03/22	JAMES ROBERTS				
		Approved	11/03/22	KENNETH KNOX				Auto approved by: 910516894
		Approved	11/03/22	VELISA GILCHRIST				Auto approved by: 910519069
		Approved	11/03/22	TAYLOR HARRIS				Auto approved by: 910519069
		Approved	11/03/22	NANCY NGUYEN				
		Approved	11/03/22	RANDY THREADGILL				Auto approved by: 910519069
		Forward	12/08/22	DONNA MICHELE STANLEY				Automatic Forward to 9105paij
		Approved	12/14/22	DONALD ROSE				Approved by: 9105fola
		Approved	12/14/22	SANDRA LEWIS				Auto approved by: 910516727
		Approved	12/14/22	KAREN NAMAN				Auto approved by: 910516727
		Approved	12/14/22	JOHN PAINE				Auto approved by: 910516727
		Approved	12/14/22	MICHAEL SPAFFORD				Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
JSI and Jasper Desk MA

Type
Master Agreement

Supplier
JSI and Jasper Desk

Contract Code
MA220000002808

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Kathy	Vonderheide	kvonderheide@jaspergroup.us.com	800-457-4511

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/1/2022

End Date
2/28/2027

Documents

Items

Item Name	Product Code		UOM
Desks Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 2- Desks	0.00	Each
Tables Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 3- Tables	0.00	Each
Bookcases/Storage Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 4- Bookcases/Storage	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gwins Stationery & Engraving Inc for "The Hero Code" book for City employees.
General fund.

Amount of Contract:

$34,667.80

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
3286, 3363	2023	(0580) MAYORS OFFICE	THE HERO CODE BOOK FOR CITY EMPLOYEES (SEALED BID 5744)	$34,667.80	(79615) GWINS STATIONERY & ENGRAVING INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003286-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.45060. Review: Buyer: Status: Released Page 1

Vendor	Ship To
GWINS STATIONERY & ENGRAVING INC GWINS COMMERCIAL PRINTING 957 SPRINGHILL AVE MOBILE, AL 36604 Tel#251-438-2226 Fax 251-438-1959	MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644
	Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/22	079615				MAYOR'S OFFICE DISCRETIONAR

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PROVIDE BOOKS, PRINTING AND MAILING SERVICES AS PER MY BID 5744 AND YOUR SUBMISSION.			
001	"THE HERO CODE" BOOK BY WILLIAM MCRAVEN. HARDCOVER. ISBN-13 9781538719961.	1940.00 EACH	13.20000	25608.00
1	1000.10.90.9000.9000.9000.0000.0000.45060.			25608.00

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Requisition Link

Requisition Total 25608.00

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.45060. CITY HALL OVERHEAD EXP TRAINING	25608.00	3885127.89

Bill To	Requisition 00003286-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
GWINS STATIONERY & ENGRAVING INC	MAYORS OFFICE
GWINS COMMERCIAL PRINTING	205 GOVERNMENT STREET
957 SPRINGHILL AVE	10TH FLR S TOWER ROOM 1008
	MOBILE, AL 36644
MOBILE, AL 36604	
Tel#251-438-2226	
Fax 251-438-1959	
	Deliver To
	MAYORS OFFICE
	205 GOVERNMENT STREET
	10TH FLR S TOWER ROOM 1008
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/22	079615				MAYOR'S OFFICE DISCRETIONAR

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	12/15/22	SCOTT PROVINCE	Auto approved by: 9105whil
Approved	12/15/22	REBECCA CHRISTIAN	Auto approved by: 9105whil
Approved	12/15/22	LONA WHITLOCK	
Approved	12/16/22	LANA PAFENBACH	Auto approved by: 91056651
Approved	12/16/22	LISA LAMBERT	
Queued	12/16/22	DONALD ROSE	
Queued	12/16/22	SANDRA LEWIS	
Queued	12/16/22	KAREN NAMAN	
Queued	12/16/22	JOHN PAINE	
Queued	12/16/22	MICHAEL SPAFFORD	
Queued	12/16/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0580.0580.0500.0000.0000.46050. Review: Buyer: Status: Released Page 1

Vendor	Ship To
GWINS STATIONERY & ENGRAVING INC GWINS COMMERCIAL PRINTING 957 SPRINGHILL AVE MOBILE, AL 36604 Tel#251-438-2226 Fax 251-438-1959	MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644
	Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	079615				MAYOR'S OFFICE DISCRETIONAR

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PROVIDE BOOKS, PRINTING, AND MAILING SERVICES AS PER MY BID 5744 AND YOUR QUOTE.			
001	MAIL "THE HERO CODE" TO CITY PROVIDED ADDRESS LIST.	1940.00 EACH	4.51000	8749.40
	1 1000.10.05.0580.0580.0500.0000.0000.46050. E DSC-08 .POSTAGE . .			8749.40
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
	Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
002	PRINT AND INSERT NOTE CARDS WITH "THE HERO CODE" BOOK MAILING. VENDOR PROVIDE 5IN X 7 IN WHITE CARD STOCK. TWO COLOR. CITY TO PROVIDE GRAPHIC.	1940.00 EACH	0.16000	310.40

Bill To	Requisition 00003363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0580.0580.0500.0000.0000.46050. Review: Buyer: Status: Released Page 2

Vendor
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	079615				MAYOR'S OFFICE DISCRETIONAR

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.05.0580.0580.0500.0000.0000.42200. E DSC-08 .PROFTECHNC. .			310.40

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Requisition Link

Requisition Total 9059.80

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E DSC-08 .POSTAGE . .	8749.40	.00
E DSC-08 .PROFTECHNC. .	310.40	.00

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

Account	Amount	Remaining Budget
1000.10.05.0580.0580.0500.0000.0000.42200.	310.40	30090.20
MAYOR'S DISCRETIONARY EXP PROFESSIONAL & TECHNICAL		
1000.10.05.0580.0580.0500.0000.0000.46050.	8749.40	30090.20
MAYOR'S DISCRETIONARY EXP POSTAGE		

Bill To	Requisition 00003363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0580.0580.0500.0000.0000.46050. Review: Buyer: Status: Released Page 3

Vendor
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	079615				MAYOR'S OFFICE DISCRETIONAR

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Queued	12/16/22	DONALD ROSE	
Queued	12/16/22	SANDRA LEWIS	
Queued	12/16/22	KAREN NAMAN	
Queued	12/16/22	JOHN PAINE	
Queued	12/16/22	MICHAEL SPAFFORD	
Queued	12/16/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/15/2022	5744	Administrative Services	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, December 6, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	PURCHASE BOOK AND SHIPPING					
Appx 1900-2000	**PURCHASE BOOK:** ***HERO CODE: Lessons Learned From Lives Well Lived*** WRITTEN BY: Admiral William H. McRaven ISBN: **9781538707203 OR 9781538719961** **NO SUBSTITUTIONS** PRICE PER BOOK: _____ ISBN NUMBER PROVIDED _____					
Appx 1900-2000	**PRICE OF BOOK PACKAGED AND SENT TO EACH EMPLOYEE'S HOME ADDRESS. CITY WILL PROVIDE FILE WITH ALL OF THE INFORMATION UPON AWARD OF THIS BID.** POSTAGE FOR EACH BOOK: _____ OPTION: COST TO ADD A NOTE CARD (4X6 or 5X7) TO EACH PACKAGE: PRICE OF CARD: _____ SIZE _____					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions contact City of Mobile Purchasing Department at 251 208 7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS

QUOTE DELIVERED PRICING FOB DESTINATION

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID

NO QUESTIONS WILL BE ANSWERED 3 DAYS BEFORE BID OPENING.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 86 fire helmets and accessories for MFRD.
General fund.

Amount of Contract:

$29,928.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221215 Sunbelt Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
3290	2023	(1510) FIRE ADMINISTRATION	86 FIRE HELMETS AND ACCESSORIES FOR MFRD (SEALED BID 5745)	$29,928.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	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
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND MY BID 5745			
001	HELMET, FIRE, CAIRNS 1044, INCLUDES TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. NFPA CERTIFIED. TUFFSHIELD. DEFENDER VISOR, BLACK NOMEX EARLAPS, CARVED BRASS EAGLE, 4Y REFLEXITE TRIM, STD FLANNEL HEADBAND LINER, 2-PART CHIN STRAP WITH QUICK RELEASE AND POSTMAN SLIDE. Additional Description Notes --- HELMET FIRE, BLACK Inventory Item/Loc 18285	70.00 EACH	348.00000	24360.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			24360.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	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
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	HELMET, FIRE, CAIRNS 1044, INCLUDES TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. NFPA CERTIFIED. TUFFSHIELD. DEFENDER VISOR, BLACK NOMEX EARLAPS, CARVED BRASS EAGLE, 4Y REFLEXITE TRIM, STD FLANNEL HEADBAND LINER, 2-PART CHIN STRAP WITH QUICK RELEASE AND POSTMAN SLIDE. Additional Description Notes --- HELMET FIRE, RED Inventory Item/Loc 18285	12.00 EACH	348.00000	4176.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			4176.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	HELMET, FIRE, CAIRNS 1044, INCLUDES TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. NFPA CERTIFIED. TUFFSHIELD. DEFENDER VISOR, BLACK NOMEX EARLAPS, CARVED BRASS EAGLE, 4Y REFLEXITE TRIM, STD FLANNEL HEADBAND LINER, 2-PART CHIN STRAP WITH QUICK RELEASE AND POSTMAN SLIDE. Additional Description Notes --- HELMET FIRE, WHITE Inventory Item/Loc 18285	4.00 EACH	348.00000	1392.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			1392.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 29928.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	29928.00	3944675.33
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	12/15/22	SANDRA LEWIS	GL Allocation, GL Allocation c
Queued	12/15/22	TAMMY BROADHEAD	GL Allocation, GL Allocation c
Queued	12/15/22	EMILY NORTON	GL Allocation, GL Allocation c

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5745

EQUIPMENT, FIRE HELMETS

	VENDOR	FIRE HELMETS CAIRNS 1044 WITH TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR AND LEATHER FRONT. NEPA CERTIFIED	
1	Sunbelt Fire, Inc	$ 348.00	
2	Ritz Safety	$ 440.20	
3			
4			
5			
6			

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/15/2022	5745	FIRE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, December 9, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-300	**EQUIPMENT, FIRE HELMETS** **FIREFIGHTING PROTECTIVE HELMET CAIRNS 1044, NO SUBSTITUTIONS MUST INCLUDE TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. HELMET MUST BE NFPA CERTIFIED.** VENDOR MUST PROVIDE LITERATURE AND SPECIFICATION ON PRODUCT BID MAKE_____MODEL_____ **DIFFERENT PRICES FOR DIFFERENT COLORS IS NOT ACCEPTABLE**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, contact City of Mobile Purchasing Department at 251 208 7434 or purchasing@cityofmobile.org.

Pricing to be firm for a (6) MONTH period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for UP TO (5) additional (6) MONTH periods.

TO BE AWARDED ITEM BASIS

QUOTE DELIVERED PRICING FOB DESTINATION

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID

NO QUESTIONS WILL BE ANSWERED 3 DAYS BEFORE BID OPENING.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $225,000 from 10042086.40010 Public Service Maintenance to 10049070-42080 Performance Contracts. These funds will be added to the $225,000 previously budgeted for a total amount of $450,000. These funds will be used for the HBCU Port City Classic.

Funding Source

Project # **Discretionary Funds**

Project String 10042086.40010 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	12/15/2022 - 2:13 PM
Budget	Sapp, Celia	Approved	12/15/2022 - 1:22 PM
Legal	Kern, Chris	Approved	12/15/2022 - 2:36 PM
Legal	Kern, Chris	Approved	12/15/2022 - 2:36 PM
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:05 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, Brother Working Together, a domestic non-profit corporation, produces an annual event known as the Port City Classic ("the Event"); and,

WHEREAS, the City of Mobile general fund budget for 2022-2023 appropriates funds in the amount of $225,000 as payment towards the Event; and,

WHEREAS, the City desires to increase its payment for the Event by the amount of $225,000; and,

WHEREAS, the City desires to transfer funds from General Fund line item 10042086.40010 Public Service Maintenance to line item 10049070.42080 Performance Contracts to provide funding for the Event; and,

WHEREAS the City Council for the City of Mobile determines that the production of the Event serves a public purpose;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the city of Mobile hereby authorizes the transfer of funds in the amount of $225,000 from General Fund line item 10042086.40010 to line item 10049070.42080 to increase funding for the Port City Classic to $450,000.00 and that such additional funding serves a public purpose.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To complete Phase III of the Parking Deck Repairs at the Mobile Alabama Cruise Terminal

Amount of Contract:

$209,576.00

Funding Source

Project # Mobile Alabama Cruise Terminal - Parking Deck Repairs-Phase III CT-006-22	**Discretionary Funds**
Project String C0642 Cruise Terminal-Parking Deck Repair (20002000-48010)	**Contract Number:**4200
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-006-22 Mobile Alabama Cruise Terminal - Parking Deck Repairs-Phase III	Cover Memo	12/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/12/2022 - 2:23 PM
Capital	Rhodes, Brenda	Approved	12/12/2022 - 3:25 PM
Legal	Kern, Chris	Approved	12/12/2022 - 3:38 PM
Mayors	Montgomery, Brandi	Approved	12/15/2022 -

Office 3:02 PM

RESOLUTION

2022

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:	KETOM CONSTRUCTION COMPANY INC.
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – PARKING DECK REPAIRS - PHASE III
Project Number:	CT-006-22
Amount:	$209,576.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0642 – CRUISE TERMINAL-PARKING DECK REPAIR

CAPITAL PROJECT #: C0642 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-006-22

CONTRACT AMOUNT: $209,576.00

PROJECT DESCRIPTION: TO COMPLETE PHASE III OF THE PARKING DECK REPAIRS AT THE MOBILE AL CRUISE TERMINAL (201 SOUTH WATER STREET).

VENDOR NAME: KETOM CONSTRUCTION COMPANY, INC.

VENDOR NUMBER: 297487

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: Katie Cassil – Secretary III **Date:** 12/09/2022

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)

Ketom Construction Company, Inc.
3735 Harrison Road, Suite 100
Logansville, Georgia 39952

City of Mobile Business License Number: 122970
Secretary of State Registration Number: 000-097-725

for the following Project:

Mobile Alabama Cruise Terminal
Parking Deck Repairs – Phase 3
201 South Water Street
Mobile, Alabama 36602
CT-006-22

The Architect:
(Name, legal status, address and other information)

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

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.

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User Notes: (959996785)

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 (See attachment Exhibit A).

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.)

[X] 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.)

[X] Not later than forty-five (45) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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User Notes:

§ 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 Two Hundred Nineteen Thousand, Five Hundred Seventy-Six and 00/100 Dollars ($219,576.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$189,689.00
Contingency Allowance:	$ 10,000.00
Alternate #1	$ 9,887.00
Total Contract Sum:	$209,576.00

§ 4.2 Alternates

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

Item	Price
Alternate #1	$9,887.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)
Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

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.)

Item	Units and Limitations	Price per Unit ($0.00)
Crack Repair	Linear Foot	$10.50
Clean & Recoat Anchorage Attachment	Each	$26.89
Concrete Floor Repair	Square Foot	$72.68
Traffic Paint 4" Wide x 20' Long	Each	$11.75

§ 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.

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User Notes: (1163555120)

(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:

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(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

(Paragraphs deleted)
§ 5.1.7.3 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.

§ 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

.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

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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 (Ketom Construction Co., Inc.) has completed the contract for CT-006-22, Mobile Alabama Cruise Terminal, Parking Deck Repairs – Phase 3, 201 South Water Street, Mobile, Alabama 36602). 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.)

(Paragraph deleted)

[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.

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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)

Cindy L. Klotz, AIA
Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jacob David
Ketom Construction Company, Inc.
3735 Harrison Road, Suite 100
Logansville, Georgia 39952
(678) 544-6606
Email: jacobd@spsatl.com

§ 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.

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.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

.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.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.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,

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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.

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.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.

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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 a minimum one (1) year 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

.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
S0.0	GENERAL NOTES	02-25-22
S1.2	2ND LEVEL REPAIR PLAN	02-25-22
S1.3	3RD LEVEL REPAIR PLAN	02-25-22
S1.4	4TH LEVEL REPAIR PLAN	02-25-22
S2.1	PROJECT PHOTOGRAPHS (1 – 66)	02-25-22
S2.2	PROJECT PHOTOGRAPHS (67 – 219)	07-10-20
S2.3	PROJECT PHOTOGRAPHS (221 – 335)	02-25-22

.4 Specifications

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Section	Title	Date
Section 01010	Summary of Work	08-21-22
Section 01210	Allowances	08-21-22
Section 01220	Unit Prices	08-21-22
Section 01230	Alternative Bid Items	08-21-22
Section 01310	Project Management & Co-ordination	08-21-22
Section 01330	Submittal Procedures	08-21-22
Section 01635	Substitution Procedures	08-21-22
Section 01700	Execution Reqirements	08-21-22
Section 01701	Softwashing	08-21-22
Section 01731	Cutting and Patching	08-21-22
Section 01770	Close out Procedures	08-21-22
Section 017839	Project Record Documents	08-21-22

.5 Addenda, if any:

Number	Date
Addendum #1	08-30-22

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

(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 00410	Bid Form
	Accounting of Sales Tax Form C-3A
	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
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704

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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

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 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.

Init.
/
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User Notes:

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Legal Name of Party to Contract:
Contractor: Ketom Construction Company, Inc.

Rickey David

CONTRACTOR *(By Signature)*

Rickey David, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Georgia
COUNTY OF Gwinnett

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Rickey David as President of Ketom Construction Co. 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 17th day of November, 20 22.

Sarah Harris
NOTARY PUBLIC
My Commission Expires: 02/18/25

SARAH HARRIS
NOTARY PUBLIC
My Commission Expires
02-18-2025
BARTOW COUNTY, GEORGIA

Init.
/

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User Notes:
(959996785)

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PERFORMANCE BOND

Do not staple this form; use clips.

SURETY'S BOND NUMBER

GM218506

(2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)

Name: Ketom Construction Company, Inc.
Address: 3735 Harrison Road, Suite 100
Loganville, GA 30052

(3) The **SURETY** (*Company name and primary place of business*)

Name: Great Midwest Insurance Company
Address: 800 Gessner Road, Ste. 600
Houston, TX 77024

(4) The **OWNER** (*Entity name and address, same as appears in the Construction Contract*)

Name: City of Mobile
Address: 205 Government St.
PO Box 1827
Mobile, AL 36633

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Two Hundred, Nine Thousand, Five Hundred, Seventy Six Dollars Dollars ($ 209,576.00).

(6) **DATE** of the Construction Contract : 10/28/2022

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

City of Mobile, Alabama Cruise Terminal Parking Deck Repairs - Phase 3
Contract # CT-006-22
201 South Water Street
Mobile, Alabama 36602

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
   (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
   (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
   (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
   (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
   (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
   (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
   - **(a)** the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
   - **(b)** additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
   - **(c)** interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
   - **(d)** the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
   - **(f)** additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this 28th day of October, 2022.

(9 & 10) **SURETY:**

Great Midwest Insurance Company
Company Name

By Dawn Whitehead
Signature

Dawn Whitehead, Attorney-in-Fact
Name and Title

CONTRACTOR as PRINCIPAL:

Ketom Construction Co. Inc.
Company Name

By Rickey David
Signature

Rickey David President
Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PAYMENT BOND

SURETY'S BOND NUMBER
GM218506

Do not staple this form; use clips.

(2) The **PRINCIPAL** (*Company name and address of Contractor, same as appears in the Construction Contract*)

Name: Ketom Construction Company, Inc.
Address: 3735 Harrison Road, Suite 100
Loganville, GA 30052

(3) The **SURETY** (*Company name and primary place of business*)

Name: Great Midwest Insurance Company
Address: 800 Gessner Road, Ste. 600
Houston, TX 77024

(4) The **OWNER(s)** (*Entity name and address, same as appears in the Construction Contract*)

Name: City of Mobile
Address: 205 Government St.
PO Box 1827
Mobile, AL 36633

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Two Hundred, Nine Thousand, Five Hundred, Seventy Six Dollars Dollars ($ 209,576.00).

(6) **DATE** of the Construction Contract: 10/28/2022

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

City of Mobile, Alabama Cruise Terminal Parking Deck Repairs - Phase 3
Contract # CT-006-22
201 South Water Street
Mobile, Alabama 36602

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY,** jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this 28th day of October, 2022.

(9 & 10) **SURETY:**

Great Midwest Insurance Company
Company Name

By Dawn Whitehead
Signature

Dawn Whitehead, Attorney-in-Fact
Name and Title

CONTRACTOR as PRINCIPAL:

Ketom Construction Co. Inc.
Company Name

By Rickey David
Signature

Rickey David President
Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

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:

Ricky Chastain, Dawn Whitehead, Lynne Sewell, Hoyt E. Chastain, Adrienne Colvard, Zach Berg, Trent Spake, Meggan Autry, Megan Carrion, Angie Jones, Kathy Lynch

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 Ten Million dollars ($10,000,000.00), 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

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

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.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

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 28th Day of October, 2022.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

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.

Alabama Secretary of State

Ketom Construction Company, Inc.	
Entity ID Number	000 - 097 - 725
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	04/25/1984
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	INDUSTRIAL CONSTRUCTION WORK
Capital Authorized	$5,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	KENNEDY, BASIL ELBERT
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	05/08/2001
Principal Office Changed From	BIRMINGHAM, AL
Transaction Date	05/08/2001
Registered Agent Changed From	KENNEDY, BASIL ELBERT SUITE 1110 230 OXMOOR CIRCLE BIRMINGHAM, AL 35209
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109

Ketom Construction Company, Inc.	
Transaction Date Agent Mailing Address Changed From	08/22/2014 * Added
Transaction Date Registered Agent Changed From	08/22/2014 C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date Registered Agent Changed From	04/28/2017 CSC-LAWYERS INCORPORATING SERV INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/25/1984 Certificate of Formation 4 pgs.
Document Date / Type / Pages	05/08/2001 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/22/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search

Company ID Number: 389715

Approved by:

Employer Ketom Construction Company, Inc	
Name (Please Type or Print) Margaret J Edwards	Title
Signature Electronically Signed	Date 02/03/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/03/2011

Company ID Number: 389715

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Ketom Construction Company, Inc
Company Facility Address	3735 Harrison Road Suite 100 Loganville, GA 30052
Company Alternate Address	
County or Parish	GWINNETT
Employer Identification Number	630875193
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): 10/28/2022

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
Chastain & Associates Ins
P.O. Box 1908
Athens GA 30603

CONTACT NAME: Joy Chasteen
PHONE (A/C, No, Ext): (706) 543-2575 FAX (A/C, No): (706) 543-4847
E-MAIL ADDRESS: jchasteen@chastain-assoc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Compay	10833
INSURER B : Central Companies	20222
INSURER C : Champlain Specialty Ins. Co.	16834
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ketom Construction Company, Inc.
3735 Harrison Road, Suite 100
Loganville GA 30052

COVERAGES **CERTIFICATE NUMBER:** CL2210638058 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VGGP006730	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP-8669310	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CSAR-CEL-0000663-01	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N 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	 $ $ $
B	Contractors Equipment			CLP-8669312	07/01/2022	07/01/2023	Rented/Leased Equip Deductible	$150,000 $1,000

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

Re: City of Mobile, Alabama Cruise Terminal Parking Deck Repairs – Phase 3 #CT-006-22, 201 South Water Street, Mobile, Alabama 36602.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joy A. Chasteen

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 35

CG 20 10 12 19

Effective Date:07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 36

CG 20 37 12 19

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 30

VE 05 86 01 16

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT- AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

APPLICATION OF ENDORSEMENT: (Enter below any limitations on the application of this endorsement.)

Schedule
Limitations on application of this endorsement: **Automatic additional insured status does not apply to any person(s) or organization(s) from whom you lease crane or scaffolding equipment.**

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury" or "property damage" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However the insurance afforded to such additional insured:

1. Does not apply to the additional insured's sole negligence;
2. Only applies to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 42

VE 09 73 04 20

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

(1) The additional insured is a Named Insured under such other Commercial General Liability 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 Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 37

CG 24 04 12 19

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAP PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below.

A. Hired Auto Physical Damage Coverage

1. If hired "autos" are covered "autos" for Liability Coverage in this policy or another policy provided by us and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is **$75,000** or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit, and deductible, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

2. Changes In Liability Coverage:

   The following is added to the Who Is An Insured Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

3. Changes In General Conditions:

   Paragraph **5.b.** of the Other Insurance Condition in the Business Auto and Business Auto Physical Damage Coverage Forms are replaced by the following:

   For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   1. Any covered "auto" you lease, hire, rent or borrow; and
   2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

B. Hired Auto Physical Damage - Additional Loss of Use Expenses

Paragraph A.4.b. of Section III - Physical Damage Coverage is amended to provide a limit of $85 per day and a maximum limit of $1,350.

C. Physical Damage - Additional Transportation Expense Coverage

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of **$50 per day** and a **maximum limit of $1,000.**

D. Towing and Labor Costs Coverage

We will pay up to $75 for towing and labor costs incurred each time an owned "auto" is disabled. However, the labor must be performed at the place of disablement.

E. Parked Auto Collision Coverage (Waiver of Deductible)

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

F. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto," we will pay for rental reimbursement expenses incurred by you for the rental of an "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under Physical Damage Coverage - Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto." We will pay up to **$75 per day** to a **maximum of $1,500.**

If "loss" results from total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

G. Difference in Value Coverage - Loan/Lease Gap

In the event of a total "loss" to a covered "auto," the Limit of Insurance provision in SECTION III, PHYSICAL DAMAGE COVERAGE, is replaced by the following:

LIMIT OF INSURANCE

1. The most we will pay for "loss" in any one "accident" is the greater of:
   a. The amount due under the terms of the loan/lease to which a covered "auto" is subject, but not to include:
      i) Overdue loan/lease payments,
      ii) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear,
      iii) Security deposits not refunded by the lessor,
      iv) Cost of extended warranties, Credit Life Insurance, Accident or Disability Insurance purchased with the loan or lease, or
      v) Carry-over balances from previous loans or leases.
   b. The actual cash value of the damaged or stolen property as of the time of the "loss."
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

For the purposes of this coverage, physical damage resulting in total "loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

H. Glass Repair - Waiver of Deductible

Under Paragraph D. - Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

I. Employees as Insureds

Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

   d. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Coverage is excess over any other collectible insurance.

J. Fellow Employee Coverage

The Fellow Employee Exclusion contained in SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

K. Doubled Automobile Medical Payments Coverage

If you have purchased Automobile Medical Payments Coverage, the limit of insurance for that coverage as shown in the Declarations or Change Endorsement will be doubled in the event an "insured" is injured in an "accident" while within an "auto" and is:

1. Wearing a seat belt; or
2. The "auto" is equipped with passive restraints.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **5.,** is amended by the addition of the following:

We waive the right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered auto. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. Additional Insured - Automatic Status

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:

   A written contract, permit or agreement, and

   a. Currently in effect or becoming effective during the term of this policy; and

   b. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
3. The insurance provided to the additional insured is limited as follows:

   a. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
4. **Additional Definition**

   As used in this endorsement:

   "Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

N. Loss Payee - Lessor

1. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omission on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.
4. **Additional Definition**

   As used in this endorsement:

   "Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

O. **Tapes, Records and Discs Coverage** SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property or that of a family member, and

b. Are in a covered "auto" at the time of "loss."

3. The most we will pay for "loss" is $250.

4. No Physical Damage Coverage deductible applies to this coverage.

P. **Audio, Visual and Data Electronic Equipment Coverage** SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The sublimit in Paragraph **C.1.b**. of the Limit Of Insurance provision is increased to $2,500.

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".

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance." Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to **SECTION IV – DEFINITIONS.** Other words and phrases that are not defined under this Policy but defined in the "controlling underlying insurance" will have the meaning described in the Policy of "controlling underlying insurance."

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which this insurance applies.

We will have the right and duty to defend the insured against any "suit" seeking damages for such "injury or damage" when the "retained limit" has been paid in accordance with the provisions of the "underlying insurance."

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages for "injury or damage."

However, we will have no duty to defend the insured against any "suit" seeking damages for which insurance under this Policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or "suit," for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in **SECTION II – LIMITS OF IINSURANCE**; and

(2) Our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of judgments or settlements under this Policy. However, if the Policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Policy.

b. The insurance under this Policy will follow the same provisions, exclusions, conditions and limitations that are contained in the applicable "controlling underlying insurance," unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However the coverage under this Policy will be no broader than that provided by:

(1) The applicable "controlling underlying insurance"; and

(2) Any other "underlying insurance."

c. There may be more than one "controlling underlying insurance" listed in the Schedule of Underlying Insurance and there may be terms and provisions in those respective policies which are in conflict, and which are not superseded by the provisions of this Policy. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" Policy applicable to the particular "event" for which a claim is made or "suit" is brought will apply.

d. If any other limit, such as a sublimit, is specified in the "underlying insurance," this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Schedule of Underlying Insurance.

2. Exclusions

Insurance provided under this Policy does not apply to:

a. Asbestos

(1) "Injury or damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of asbestos, and materials containing asbestos at any time regardless of whether any other cause, "event," material or product contributed concurrently or in any sequence to any "injury or damage";

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos and materials containing asbestos; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos and materials containing asbestos;

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to asbestos and materials containing asbestos;

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **(1)**, **(2)**, or **(3)** above.

This exclusion applies whether or not such asbestos has any function in your business, operations, premises, site or location. This exclusion shall apply without regard to the source or sources of asbestos and materials containing asbestos or the basis of the Insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other "event," conduct or misconduct, which may or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with asbestos in causing "injury or damage."

b. Auto

"Injury or damage" payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;
(2) No-fault coverage;
(3) Personal injury protection or auto medical payments coverage; or
(4) Uninsured or underinsured motorist's coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "pollutants";

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **(1), (2),** or **(3)** above.

This exclusion applies whether or not such "pollutants" has any function in your business, operations, premises, site or location.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Renewed Or Replacement Controlling Underlying Insurance

"Injury or damage" covered under a renewed or replacement Policy of "controlling underlying insurance" that would not have been covered by the "controlling underlying insurance" that was in force at the inception of this Policy, unless coverage therefor has been provided by endorsement to this Policy.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought or number of vehicles involved;

c. Persons or organizations making claims or bringing "suits"; or

d. Limits available under any "underlying insurance."

2. The Limits of Insurance as shown in the Declarations will apply as follows:

a. This insurance only applies in excess of the "retained limit."

b. The Total Policy Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages arising out of the ownership, maintenance or use of a covered auto. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for any General Aggregate Limit or Products-Completed Operations Aggregate Limit, and applies collectively, rather than separately, to all of your locations or projects.

c. Subject to **2. b.** above, the General Aggregate Limit if stated in the Declarations is the most we will pay for the sum of all "ultimate net loss," for all "injury or damage" covered under this Policy other than any claims for damages falling within the products-completed operations hazard or arising out of the ownership, maintenance or use of a covered auto.

Subject to **2. b.** above, the Products-Completed Operations Aggregate Limit if stated in the Declarations is the most we will pay for the sum of all "ultimate net loss" under **SECTION I – COVERAGES** for all "injury or damage" included within the products-completed operations hazard.

However, if any "underlying insurance" does not provide separate aggregate limits for "ultimate net loss" within the products-completed operations hazard, the General Aggregate set forth above is the most we will pay for all "ultimate net loss," including "ultimate net loss" within the products-completed operations hazard. Under such circumstances, any limit appearing on the Declarations for a Products-Completed Operations Aggregate Limit does not apply.

d. Subject to Paragraph **2.b.** and **2.c.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this Policy because of all "injury or damage" arising out of any one "event."

e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. The Aggregate Limits of "underlying insurance," where applicable, shall be unimpaired at the attachment date of this Policy, and for the purpose of this insurance, only "events" to which this insurance applies, taking place during the term of this Policy, shall be considered in determining the extent of any exhaustion of the "underlying insurance" aggregate limits.

4. If two or more Excess Policies of insurance issued by us apply to the same "event," "suit," claim or claims for which any insured under this Policy is legally liable, only one Limit of Insurance under one Excess Policy shall apply. The limit shall be the highest of the Each Occurrence Limits of the Excess Policies issued by us that cover the "event," "suit," claim or claims.

The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Total Policy Aggregate Limit of this Policy apply separately to each consecutive annual period of this Policy and to any remaining period of this Policy of less than 12 months, starting with the beginning of the Policy period shown in the Declarations, unless the Policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply.

1. Appeals

If any "underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit," we may do so at our own expense. We will also pay for taxable court costs, pre and post judgment interest and disburse-ments associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II – LIMITS OF IINSURANCE**.

2. Bankruptcy

a. Bankruptcy Or Insolvency Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of any "underlying insurer" will not relieve us of our obligations under this Policy.

However, insurance provided under this Policy will not replace any "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer." The insurance provided under this Policy will apply as if the "underlying insurance" were in full effect and recoverable.

3. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.

e. If this Policy is cancelled, subject to any audit we will send the first Named Insured any premium refund due. If we cancel, any refund will be pro rata. If the first Named Insured cancels, any refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement.

5. Duties In The Event Of a Claim, Event, or Suit

a. You must see to it that we are notified as soon as practicable of an "event," regardless of the amount, which may result in a claim under this Policy. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event."

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.

7. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insured's for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

The first Named Insured will furnish us, as soon as practicable, with a complete copy of any "underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Policy.

8. Legal Action Against Us

No person or organization has a right under this Policy, to join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or to sue us on this Policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "underlying insurer" and the claimant or the claimant's legal representative.

9. Loss Payable

Liability under this Policy does not apply to a given claim unless and until, the insured or insured's "underlying insurer" has become obligated to pay the "retained limit" and the obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "underlying insurer" (or a representative of one or more of these) and us.

10. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance." Failure to maintain "underlying insurance" will not invalidate insurance provided under this Policy, but insurance provided under this Policy will apply as if the "underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

11. Other Insurance

If other insurance that is not "underlying insurance" applies to any claim or "suit" that is also covered under this policy, then this policy shall apply in excess of such other insurance. However this provision will not apply if such other insurance is specifically written to be excess of this policy. If no other insurer defends, we may undertake to do so, in accordance with the defense provisions set forth elsewhere in this Policy, but we will be entitled to the insured's rights against all those other insurers.

12. Transfer of Defense

a. Defense Transferred To Us

When the "retained limit" has been exhausted, in accordance with the provisions of "underlying insurance," we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies and which would have been covered by the "underlying insurance" had the applicable "retained limit" not been exhausted.

Where the settlement of any "suit" defended by the "underlying insurer" results, or will result, in the exhaustion of the "retained limit," and will also require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the settlement, we will have the right, but not the duty, to defend the insured with respect to that "suit," and will be under no obligation to have the defense transferred to us. Where the satisfaction of any judgment entered against the insured in a "suit" defended by the "underlying insurer" results, or will result, in the exhaustion of the "retained limit," and will also require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the satisfaction of that judgment, we will have the right, but not the duty, to defend the insured with respect to that "suit," and will be under no obligation to have the defense transferred to us.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease. We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Policy of any outstanding claims or "suits" seeking damages to which this insurance applies and which would have been covered had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Policy, we will cooperate in the transfer of control to the insured and its designated representative.

13. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION IV – DEFINITIONS

As used in this policy:

1. **"Controlling underlying insurance"** means a policy of insurance listed in the Schedule of Underlying Insurance and identified as "controlling underlying insurance."

2 **"Event"** means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

3. **"Injury or damage"** means any "injury or damage" covered in the applicable "controlling underlying insurance" arising from an "event."

4. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. **"Retained limit"** means the sum of all "underlying insurance" shown in the Schedule of Underlying Insurance, and any other insurance or self-insurance applicable to the claim or "suit," except insurance specifically written to apply in excess of this policy.

6. **"Suit"** means a civil proceeding in which damages because of "injury or damage" to which this insurance applies are alleged. "Suit" includes"

   An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

   Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

7 **"Ultimate net loss"** means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

   a. Settlements, judgments, binding arbitration; or

   b. Other binding alternate dispute resolution proceeding entered into with our consent.

   "Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

8. **"Underlying insurance"** means the policy or policies (including any renewal or replacement of such policies) of insurance listed in the Schedule of Underlying Insurance including the "controlling underlying insurance" and any self insured retentions.

9. **"Underlying insurer"** means any insurer who provides a policy of insurance listed in the Schedule of Underlying Insurance.

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This Schedule forms a part of Policy Number: CSAR-CEL-0000663-01
Coverage only applies in excess of those policies and limits scheduled below:

1 . Auto Liability	Insurance Company: Central Insurance Companies Policy No: BAP 8669310 12 Effective From: 07/01/2022 - 07/01/2023 $1,000,000 CSL Each Accident
2 . Employers Liability	Insurance Company: Travelers Property Casualty Co of America Policy No: 6JUB-5N24687-5-21 Effective From: 11/04/2021 - 11/04/2022 $1,000,000 Bodily Injury by Accident $1,000,000 Bodily Injury by Disease Each Employee $1,000,000 Bodily Injury by Disease Policy Limit
3 . General Liability	Insurance Company: Gemini Insurance Company Policy No: TBD Effective From: 07/01/2022 - 07/01/2023 $1,000,000 Each Occurrence $2,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $2,000,000 Products-Completed Operations

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. However, in no event shall we retain less than the Minimum Earned Premium at Inception. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Client#: 1983064 HKAENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2022

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

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

PRODUCER	CONTACT NAME: Ross Obey
USI Insurance Services, LLC 235 Magrath Darby Blvd Ste 325 Mount Pleasant, SC 29464 843 573-2600	PHONE (A/C, No, Ext): 843 573-2600 FAX (A/C, No): E-MAIL ADDRESS: ross.obey@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of N A	43575
INSURER B : ACE Fire Underwriters Insurance Co.	20702
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HKA Enterprises, LLC
337 Spartangreen Blvd
Duncan, SC 29334

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WLRC50670752 (AOS)	09/01/2022	09/01/2023	X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A			SCFC50670806 (WI)	09/01/2022	09/01/2023	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC50675403 (OR)	09/01/2022	09/01/2023	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, Alabama Cruise Terminal Parking Deck Repairs Phase 3 #CT-006-22, 201 South Water Street, Mobile, Alabama 36602.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR74080300**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Ketom Construction Company Inc dba Southern Preservation Systems
3735 Harrison Rd Ste 100
Loganville, GA 30052

2. Producer Information:

A Name: CHASTAIN & ASSOCIATES INSURANCE AGENCY, INC.
PO BOX 1908
ATHENS, GA 30603-1908
B Telephone # +1 706 433 1728
C Fax #
D Zurich Producer # 02203958
E Field Office Name
F Field Office Code

3. Policy Period – From: 11/08/2022 **To:** 11/08/2023
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
201 South Water St
Mobile, AL 36602

New Construction			
A)	Any one building or structure	$	209,576
B)	All covered property at all locations (same as A unless otherwise noted)	$	209,576
Remodeling			
D)	Renovations and improvements	$	See new construction
E)	Existing buildings or structures	$	
F)	Rate	$	0.181
G)	Premium	$	400.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	400.00

6. Deductible: ☐$500 ☐$1,000 ☒$2,500 ☐$5,000 ☐Other

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74080300
Policy Type: ☐ **Reporting Form (continuous policy) OR** ☒ **One Shot (non-reporting form/single structure policy)**

ADDITIONAL COVERAGES (COVERAGE FORM)	**LIMIT OF INSURANCE**
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 209,576
Increased Cost Of Construction	$ 209,576
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 209,576
i. Preservation Of Property	Included
j. Rewards	$ 25,000
k. Property At A Temporary Storage Location	$ 25,000
l. Property In Transit	$ 25,000
m. Claim Preparation Expense	$ 10,000
n. Contract Penalties	$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ **Business Income (HBIS-95)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ **Business Income And Extra Expense (HBIS-82)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ **Development Or Subdivision Fences, Walls And Signs (HBIS-58)**	$
☐ **Expediting Expense (HBIS-93)**	$
☐ **Extra Expense (HBIS-92)**	$
☐ **Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)**	$
☐ **Soft Costs Coverage (HBIS-88)**	$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ **Builders Risk Green Building (HBIS-96)**	
Limit Of Liability	$
"LEED® Building Rating"	

Policy Number BR74080300

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Ketom Construction Company Inc dba Southern Preservation Effective Date: 11/08/2022
12:01 A.M., Standard Time

Agent Name: CHASTAIN & ASSOCIATES INSURANCE AGENCY, INC. Agent No.: 02203958

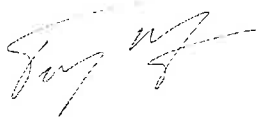
FM170001(04/10), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-74(04/09), HBIS-35(04/09), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

Important Notice – In Witness Clause

ZURICH

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[]
President

[ ]
Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form

ZURICH

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. **Covered Property**, as used in the Coverage Form, means:

   Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

   a. Your property;

   b. Property of others for which you are legally responsible;

   c. Paving, curbing, fences and outdoor fixtures;

   d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;

   e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and

   f. Foundations of buildings and foundations of structures in the course of construction.

2. **Property Not Covered**

   Covered Property does not include:

   a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;

   b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;

   c. Land and water;

   d. "Existing inventory", unless specifically endorsed;

   e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and

   f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

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3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;

(2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;

(3) Hidden decay;

(4) Hidden insect or vermin damage;

(5) Weight of people or personal property;

(6) Weight of rain that collects on a roof; or

(7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

(1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.

(2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

(1) Extract "pollutants" from land or water; or

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(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

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No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and

(iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.

(b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.

(c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.

(d) We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

(4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

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(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

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(a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;

(b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and

(c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.

(2) Claim preparation expense does not mean the expense incurred for:

(a) Negotiating or presenting any claim that we have disputed or denied;

(b) Attorneys, public adjusters, loss appraisers or loss consultants; or

(c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph **2.e.** of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

(1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water or their spray, all whether driven by wind or not;

(2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(3) Mudslide or mudflow;

(4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

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(5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;

(6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

(a) Do your best to maintain heat in the building or structure; or

(b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.

b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

(1) While acting alone or in collusion with others; and

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.

d. Shortage of property found upon taking inventory.

e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.

f. "Collapse", except as provided in the **Collapse** Additional Coverage.

g. **(1)** Wear and tear.

(2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.

(3) Insects, vermin, rodents.

(4) Corrosion, rust, fungus, mold, mildew, rot.

(5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.

(6) Settling, cracking, shrinking, or expansion of any Covered Property.

h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

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i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.

j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

a. Weather conditions which contribute in any way to a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of all or part of any Covered Property wherever located.

d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

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2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

a. At any construction site you have reported;

b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

a. Once your interest in the Covered Property ceases;

b. Ninety days after initial occupancy of the Covered Property unless:

(1) That building is being used as a model home;

(2) That building is being remodeled and is a single family dwelling; or

(3) That building is being used as a "model home leaseback".

c. When the Covered Property is leased to or rented to others:

(1) For a single family dwelling, when the building is leased or rented to others;

(2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or

(3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

d. When you abandon the reported location with no intention to complete it;

e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

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g. Once the Covered Property is accepted by the owner or buyer and:

(1) The contractor has been paid in full; or

(2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

(1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or

(2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

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However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

a. The term mortgage holder includes trustees.

b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.

c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. We will not notify the mortgage holder if:

(1) You cancel this policy, or

(2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to $25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

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If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

a. Divide the reported value by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph **a.**; and

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported Value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$100,000 = 1.00

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from result of paragraph **b.**

$60,000 - $1,000 = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	$1,000
Reported Value	$100,000
"Total estimated completed value"	$120,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$120,000 = .833

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x .833 = $49,980

c. Deductible amount Subtracted from result of paragraph **b.**

$49,980 - $1,000 = $48,980

8. Liberalization Clause

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If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:

   a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;

   b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;

   c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

2. "Commercial structure" means any structure other than a one to four family dwelling.

3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.

4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.

5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.

6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.

7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.

8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.

9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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10. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.

11. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.

12. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:

    a. Money or securities;

    b. Converted data; or

    c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

14. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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Non-Reporting Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

   e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

   4. Reporting Provisions

   a. The premium charged is fully earned and no refund is due to you when coverage ends.

   b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

   7. Coinsurance

   If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

   a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

   b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

   c. Subtract the deductible from the figure determined in paragraph **b.**

   Example No 1.

   (This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

   a. Limit of Insurance/Total Estimated Completed Value

   $100,000/$100,000 = 1.00

   b. Amount of loss x percentage in A

   $60,000 x 1.00 = $60,000

   c. Deductible amount subtracted from results in B

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$60,000 - $1,000 = $59,000

Total amount of loss payable = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	$1,000
Limit of Insurance	$100,000
"Total Completed Estimated Value"	$120,000
Amount of loss	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$120,000 = .833

b. Amount of loss x percentage in A

$60,000 x .833 = $49,980

c. Deductible amount subtracted from results in B

$49,980 - $1,000 = $48,980

Total amount of loss payable = $48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Back-Up Or Overflow Of Sewers, Drains Or Sumps Exclusion

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **A. COVERAGE**, Additional Coverage **d. Back-Up Or Overflow Of Sewers, Drains Or Sumps** is deleted.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Windstorm Or Hail Exclusion

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

A. Section **A COVERAGE** is amended as follows:

Paragraph **(1)** of Additional Coverage **a. Collapse** is replaced by the following:

(1) Fire; lightning; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; but only if the causes of loss otherwise are covered in this Coverage Form;

B. Section **B. EXCLUSIONS** is amended as follows:

The following is added to paragraph **3.**:

e. Windstorm or hail

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Deductible Amendatory Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Changes In Cancellation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Common Policy Conditions

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Changes In Valuation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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ZURICH

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.

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6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. **Pair Or Set**

   In case of loss or damage to any part of a pair or set we may:

   a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or

   b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. **Parts**

   In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

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2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:

a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and

b. For the act causing the loss, either:

(1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or

(2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.

3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within the time limitations prescribed by Alabama law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. **Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Non-Renewal Notice

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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SANCTIONS EXCLUSION ENDORSEMENT

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Small and Mayor Stimpson

Purpose and Scope of Project:

To provide Phase II of Security Upgrades at the Public Works Complex

Amount of Contract:

$16,700.00

Funding Source

Project # Public Works Complex - Security Upgrades-Phase II PW-064-22

Discretionary Funds

Project String C0747 PW Complex - Security Upgrades-Ph 2 (20002000-48010)

Contract Number:4199

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PW-064-22 Public Works Complex - Security Upgrades-Phase II	Cover Memo	12/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/9/2022 - 4:46 PM
Capital	Rhodes, Brenda	Approved	12/12/2022 - 9:19 AM
Legal	Kern, Chris	Approved	12/12/2022 - 3:33 PM
Mayors	Montgomery, Brandi	Approved	12/15/2022 -

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

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:	ARENA FIRE PROTECTION INC.
Project Name:	PUBLIC WORKS COMPLEX – SECURITY UPGRADES-PHASE 2
Project Number:	PW-064-22
Amount:	$16,700.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0747 – PW COMPLEX - SECURITY UPGRADES-PH 2

CAPITAL PROJECT #: C0747 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PW-064-22

CONTRACT AMOUNT: $16,700.00

PROJECT DESCRIPTION: TO COMPLETE PHASE 2 OF SECURITY UPGRADES AT THE PUBLIC WORKS COMPLEX (770 GAYLE STREET).

VENDOR NAME: ARENA FIRE PROTECTION INC.

VENDOR NUMBER: 294594

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 11/14/2022

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 36633-1827

And the **Contractor**: Arena Fire Protection Inc.
21312 Stateline Road
Moss Point, Mississippi 39562

City Business License No.: 079488
Secretary of State Registration No.: 000-921-354

For the following **Project**: Public Works Complex
Security Upgrades – Phase 2
770 Gayle Street
Mobile, Alabama 36604

Project Number: PW-064-22

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 and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Fifteen Thousand Seven Hundred and 00/100 Dollars ($16,700.00), which includes a Contingency Allowance of One Thousand and 00/100 Dollars ($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 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. Hardware/Fire Alarm/Whatever Allowance shall cover cost of material, labor, overhead, profile 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.

D. 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.

1.4 UNIT PRICES

A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

B. List of Unit Prices:
   a. Provide, install, program, and set up One (1) Axis P3247-LVE camera, or equal, per specifications. $1,310.00
   b. Provide, install, program, and set up One (1) Avycon AVC-EHN41FLT/2.8 camera, or equal, per specifications. $366.00
   c. Provide, install, set up, and set up One (1) Avycon AVM-EWMTS-W-TL1 mount, or equal, per specifications. $186.45
   d. Provide, install, set up, and set up One (1) Avycon AVM-JB-F1 mount, or equal, per specifications. $107.38

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 forty-five (45) 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 and the United States of America.

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. /$2,000,000 Aggregate on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. 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 3% of 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 3% of insured value.

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 two 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 may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. 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 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).

3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 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.

3.17 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 Arena Fire Protection Inc. has completed the contract for PW-064-22, Public Works Complex – Security Upgrades-Phase 2, 770 Gayle Street, Mobile, Alabama 36604. 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, Alabama 36633-1827.

3.18 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, the Request for Quotes

documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, 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. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated June 15, 2022, as prepared by the City of Mobile Architectural Engineering Department.
2. E-Verify Documentation;
3. Certificate of Insurance with endorsements; and
4. This Instrument (Agreement).

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.

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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

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Arena Fire Protection Inc.

By Signature

Jeremy Davidson, Vice President
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 Vice President Jeremy Davis of Arena Fire Protection 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 5th day of October, 20 22.

Brenda Rhodes
NOTARY PUBLIC
My Commission Expires: May 26, 2024

BRENDA RHODES
MY COMMISSION EXPIRES
MAY 26, 2024
NOTARY PUBLIC
STATE OF ALABAMA

1.1 SECTION INCLUDES

A. Summary of Work: Contract, Contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 SUMMARY OF WORK:

A. Furnish all labor, materials, tools, equipment, training, and supplies and sustain all expenses incurred in performing the work to provide and install new security camera system upgrades at the Mobile Public Works, 770 Gayle Street, Mobile, AL 36604, and at Hurtel Armory, 1900 Hurtel Street, Mobile, AL 36605, as set forth herein and as listed in Bid Form.

B. Basis of Design: Equal products of other manufacturers will be acceptable only if approved by Owner, in writing, prior to submission of bid. Request for Substitutions shall be emailed along with all applicable specifications no later than Seven (7) calendar days, before the due date of bid. Requests for Substitutions must include exact model numbers for cameras as well as mounting brackets and any other related accessories.

1. Cameras: shall be Axis P-3248-LVE series, day/night cameras with infrared capabilities as specified below. All cameras shall be IP type, rated for exterior use, and meet ONVIF compliance standards. Mounts shall be compatible models by same manufacturer as camera.
2. Cabling: shall be Cat 5e in accordance with camera manufacturer's printed requirements, and shall be wired to meet TIA-B network protocols. Unless approved in advance by Owner, all cable located in interior spaces shall be concealed in walls, ceiling cavities, chases, etc.

C. Installation: install new cameras, integrate new cameras with the existing network camera system, proper focus of each camera, install cabling and connections as required.

1. **Public Works Exterior**
- Install Three (3) new Axis P-3248-LVE cameras with AVM-EWMTS-W-TL1 mounts in new locations.
- Provide new cabling and connections as required by manufacturer
- See Drawing – Attachment 2 – Reflected Ceiling Plan for locations
- Provide, install, terminate, and test One (1) RJ-45 Universal Cat 5e 24-Port Patch Panels at each location as described in Drawings A-1, as specified in Exhibit A – Additional Fiber Connections. Exact locations will be identified during the project in coordination with the City of Mobile's MIT Department

2. **Hurtel Armory Exterior**
- Install Five (5) new Axis P-3248-LVE cameras with AVM-EWMTS-W-TL1 mounts in new locations.
- Provide new cabling and connections as required by manufacturer
- See Drawing – Attachment 3 – Reflected Ceiling Plan for locations
- Provide, install, terminate, and test One (1) RJ-45 Universal Cat 5e 24-Port Patch Panels at each location as described in Drawings A-1, as specified in Exhibit A – Additional Fiber Connections. Exact locations will be identified during the project in coordination with the City of Mobile's MIT Department

D. Training: Upon completion of installation, Contractor shall provide all necessary training to Mobile Public Works personnel for the operation of the security camera system.

E. Warranty: Provide a Two (2) year comprehensive warranty, including all parts and labor, inclusive of any manufacturer's warranty.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.
B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
B. Coordinate related Work and modify surrounding Work as required.
C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
B. Request Utility interruptions and tie ins at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 CUTTING AND PATCHING

A. Contractor shall be responsible for all cutting and patching of existing finish materials required for installation of cameras, cabling or other items. Debris from cutting and

patching operations shall be removed and properly disposed of and the area thoroughly cleaned upon completion of task.

1.12 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties. Attendance is required by Contractor and all Contractor's personnel that will be working on this Project.

1.13 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Contractor shall preside at meetings, record minutes, and distribute copies of minutes

1.14 EXAMINATION

A. Prior to beginning Work, Contractor shall thoroughly examine existing conditions and notify Owner immediately of any conditions that would impact the installation of cameras, cabling or other equipment.

1.15 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review and approval.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

C. See Sections 01310 Project Management and Coordination and Section 01320 Construction Progress Documentation for additional requirements.

1.16 PROPOSED PRODUCT LIST

A. Submit list of all products/equipment to be incorporated into the Project including all cameras, cabling, NVR's, monitor, rack and other required materials in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review and approval

1.17 SHOP DRAWINGS and PRODUCT DATA

A. Shop Drawings and Product Data for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic (pdf), AutoCad drawings, and hard copies of all submittals.

1.18 MANUFACTURER'S INSTALLATION INSTRUCTIONS

A. Follow equipment manufacturer's printed instructions/recommendations for the installation of all equipment.

1.19 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' written instructions.
C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.
E. Delegated Design, when required by Specifications, shall include comprehensive engineering analysis by a qualified engineer licensed in the State of Alabama and engineer shall use performance requirements and design criteria indicated.

1.20 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.21 PREPARATION

A. Prepare surfaces prior to applying next material installation, if applicable.

1.22 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.23 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.
B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.24 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.25 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.
B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.26 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to

the Contractor.

1.27 TEMPORARY SANITARY FACILITIES

A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.28 BARRIERS AND FENCING AND SIGNAGE

A. Provide barriers and fencing and signage as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.29 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.30 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.31 PARKING

A. On-site parking for Contractor vehicles shall be only as directed by Owner. Do not block traffic.

1.32 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.33 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.30 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.31 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.32 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.33 SUBSTITUTIONS

A. Substitutions shall be pre-approved prior to bid submission. **Requests for Substitution are due no later than 7 calendar days prior to the bid deadline to Edward Struthers, Project Manager, at** edward.struthers@cityofmobile.org.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.34 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.35 ADJUSTIING

A. Upon completion of the Work and prior to Final Payment, Contractor shall be required to adjust all cameras as needed for proper coverage as directed by Owner

1.36 OPERATION AND MAINTENANCE DATA

A. Upon completion of the Work and prior to Final Payment, Contractor shall submit Manufacturer's printed operation and maintenance information for Owner's records.

1.37 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with request for final payment.

F. Submit 2 paper copies and 1 electronic copy (AutoCAD/pdf format) to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Operation and maintenance data

c. Warrantees and guarantees
d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.38 WARRANTIES

A. Manufacturer's standard Five (5) year material/equipment warranty shall be provided
B. In addition, all materials and labor shall be warranted for a minimum of Two (2) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

GRANITE RE, INC.

Performance Bond

CONTRACTOR:
Arena Fire Protection, Inc.
21312 State Line Road
Moss Point, MS 39562

SURETY:
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
City of Mobile, AL
205 Government Street
Mobile, AL 36633

CONTRACT:

Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)
Description: Project No.: PW-064-22 - Public Works Complex Security Upgrades - Phase 2

BOND:

Bond #: GRAL57877
Effective Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)
Modification to this Bond: [X] No [ ] Yes, see last page

CONTRACTOR AS PRINCIPAL
Arena Fire Protection, Inc.

Signature: _____ V.P.
Name and Title:

SURETY
Granite Re, Inc.

Signature: _____
Name and Title: Kenneth D. Whittington
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conference; as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall within reasonable promptness and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety, demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner releases the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within one year after Contractor Default or within one year after the Contractor ceased working or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

    12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

    12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

13. Principal: The individual or entity named and listed under the section of this bond titled Contractor. The entity or individual named as Contractor is not assignable.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____
Name and Title:

SURETY
Company:

Signature: _____
Name and Title:

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 12, 2022

Kyle P. McDonald, Assistant Secretary

GRANITE RE, INC.

Payment Bond

CONTRACTOR:
Arena Fire Protection, Inc.
21312 State Line Road
Moss Point, MS 39562

SURETY:
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
City of Mobile, AL
205 Government Street, P.O. Box 1827
Mobile, AL 36633

CONTRACT:

Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)
Description: Project No.: PW-064-22 - Public Works Complex Security Upgrades - Phase 2

BOND:

Bond #: GRAL57877
Effective Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)

Modification to this Bond: [X] No [ ] Yes, see last page

CONTRACTOR AS PRINCIPAL
Arena Fire Protection, Inc.

Signature: _____ V.P.
Name and Title:

SURETY
Granite Re, Inc.

Signature: _____
Name and Title: Kenneth D. Whittington
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, Successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference,

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, or suits by any person or entity whose labor, materials or equipment were furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, or suits and tendered defense of such claims, demands, or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. Within a reasonable period of time after the claimant has satisfied the conditions of Paragraph 4 and after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed and earned amounts. These amounts shall only be paid if previously certified by the Architect or Engineer and paid to Contractor by Owner. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

6. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by Claimant or the last materials or equipment were furnished by Claimant under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

    14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone, service or rental equipment used in the Construction Contract.

    14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

15. Principal: The individual or entity named and listed under the section of the bond titled “Contractor”. This individual or entity is not assignable.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____
Name and Title:

SURETY
Company:

Signature: _____
Name and Title:

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 12, 2022

Kyle P. McDonald, Assistant Secretary

Alabama Secretary of State

Arena Fire Protection Inc.	
Entity ID Number	000 - 921 - 354
Entity Type	Foreign Corporation
Principal Address	21312 STATELINE RD MOSSPOINT, MS 39562
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	10/20/2000
Qualify Date	02/21/2002
Registered Agent Name	DAVIDSON, JEREMY
Registered Office Street Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Registered Office Mailing Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	03/07/2013
Agent Mailing Address Changed From	* Added
Transaction Date	03/07/2013
Registered Agent Changed From	MCLEOD, BETTY 5058 FREEWAY DR MOBILE, AL 36619

Scanned Documents

Search and view scanned documents

Document Date / Type / Pages	02/21/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/07/2013 Registered Agent Change 2 pgs.

E-Verify

Company ID Number: 596474

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Arena Fire Protection Inc	
Jennifer Williamson Name (Please Type or Print)	Title
Electronically Signed Signature	08/31/2012 Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Arena Fire Protection Inc
Company Facility Address:	21312 State Line Rd Moss Point, MS 39562
Company Alternate Address:	PO Box 460 Hurley, MS 39555
County or Parish:	JACKSON
Employer Identification Number:	640932306

E-Verify

Company ID Number: 596474

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Jennifer Williamson**		
Telephone Number:	**(228) 588 - 3440**	Fax Number:	**(228) 588 - 3554**
E-mail Address:	**Jennifer@arenafire.com**		

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/27/2022

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

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

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 376-483-4 ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 267** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6121587	04/08/2022	04/08/2023	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
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	6121587	04/08/2022	04/08/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	6121592	04/08/2022	04/08/2023	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1804237	04/08/2022	04/08/2023	X 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)

SEE ATTACHED PAGE

CERTIFICATE HOLDER	CANCELLATION
376-483-4 267 0 CITY OF MOBILE 205 GOVERNMENT ST MOBILE, AL 36602-0001	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 Michael G Kerr

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AGENCY CUSTOMER ID: 376-483-4
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY	ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460
POLICY NUMBER SEE CERTIFICATE # 267.0	
CARRIER SEE CERTIFICATE # 267.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 267.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT NUMBER: PW-064-22
PROJECT: PUBLIC WORKS COMPLEX, UPGRADES-PHASE 2, 770 GAYLE ST, MOBILE, AL 36604
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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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".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - 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 that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against 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.

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2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each construction project as required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 04/08/2022 at 12:01 A.M. standard time, forms a part of

Policy No. 1804237

Issued to Arena Fire Protection, Inc.

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Michael G Kerr
Authorized Representative

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

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, Louisiana, New Hampshire, New Jersey, New York, North Carolina, or Wisconsin.

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Director Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute a professional services contract with Kenley Russ for services as a Cyber Specialist - Analytics for the Gulf Coast Technology Center for a term of two (2) years and sum of $43,043.97 per year. Project funding through the FY22 JAG Grant.

Amount of Contract:

$43,043.97 per year

Funding Source

Project # **Discretionary Funds**

Project String G-DOJJAG22.REGULRWAGE **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/13/2022
Professional Services Contract - Kenley Russ	Backup Material	12/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	12/15/2022 - 11:11 AM
Legal	Kern, Chris	Approved	12/15/2022 - 1:17 PM
Legal	Kern, Chris	Approved	12/15/2022 - 1:17 PM

Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:02 PM

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 professional services contract, by and between the City of Mobile and KENLEY RUSS, 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

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **KENLEY RUSS** (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, The United States Government has awarded/provided the City funding under a Department of Justice, Justice Assistance Grant, which, in part, is designed to enable the City's Office of Public Safety to employ one or more Technical, Analytical, or other Professional Personnel (**Cyber Specialist – Analytics**) to work at and in partnership with the Gulf Coast Technology Center, providing direct resources and services assisting and leading initiatives geared towards prevention, deterrence, compliance, and detection efforts to reduce violence exacerbated by current conditions, including assisting the efforts of the well-established Digital Media Forensics Branch of The GCTC, or as otherwise dictated by the needs of The City..

WHEREAS, the funding for this position is available for two (2) years;

WHEREAS, the City desires to contract with **KENLEY RUSS** to perform some or all of the following services: (a) forensics, evidentiary, artifact-based and specialized technical intelligence work, in an office and lab setting, relating to gun violence prevention, deterrence, compliance, and detection systems, (b) review and interpretation of artifacts, plans, programs, and concepts which may further Intelligence-Led Policing Initiatives, (c) specialized technical functions required to operate software and other computer or cloud based applications and software, within austere environments and unique settings, (d) assist with support measures during real-time and historical intelligence and investigation matters, to include working within a multi-agency collaboration environment, (e) system and program efficiency, effectiveness and relational analysis, (f) threat assessment and analysis, (g) intelligence collection and analysis, and (h) other duties as assigned; to include special project assignment, leadership initiatives, and support, directly related to making Mobile a safer city with respect for everyone. The Contractor shall report directly to The Digital Media Forensics Branch, Senior Branch Lead (Sr. Cyber Specialist), or other designee, while working from The Gulf Coast Technology Center.

WHEREAS, because the services to be performed are highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said services by independent contract;

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the

receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of **FORTY-THREE THOUSAND FORTY THREE DOLLARS AND NINETY SEVEN CENTS [$43,043.97] per year,** for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence upon the start of the first City of Mobile pay period, subsequent to the approval and signing of this contract on or after **JANUARY 14, 2023**, whichever is later, and continue thereafter for a period of **TWO YEARS, or 24 MONTHS**; renewable or subject to extension and/or permanent appointment.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

B. All notices of cancellation, requests, demands, or other communication shall be in writing and duly delivered to the following address for the City at:

City of Mobile Police Department
2460 Government Blvd.
Mobile, AL 36606

Copy to: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Kenley Russ
455 St. Louis Street
Suite 2300
Mobile, AL 36602

C. This agreement is the final expression of the agreement, between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing, and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character, and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug-Free Workplace Program.

H. The City will provide Contractor with proper office space, and the tools necessary to reasonably accomplish his/her assigned tasks; to include use of a City owned or operated vehicle for regular duties, or other field response requirements and assignments.

I. The Contractor will be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby authorized to have access to and be permitted to operate a City owned vehicle as required; as well as other City equipment and assets, during the course of daily assignment, travel, or as otherwise delegated and authorized by The Mobile Police Department, Intelligence Division Commander. This Contractor may be required to respond during regular business hours, after hours, and on weekends throughout the duration of this contract term.

K. The Contractor shall be issued, or be permitted to maintain (if previously assigned), a Mobile Police Department Employee Identification Number, a City email address, as well as the necessary keys, codes, identification, and proximity cards

necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

M. **Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

N. **Breach:** 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 any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

O. **Termination of Agreement**: The Contractor may terminate the contract upon thirty (30) days' written notice, and The City, immediately, upon written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to 205 Government Street, P. O. Box 1827, Mobile, AL 36633-1827. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____

Its Mayor

ATTEST:

BY_____

Its City Clerk

CONTRACTOR

BY Kenley Russ

KENLEY RUSS

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **KENLEY RUSS** whose name appears as the **CONTRACTOR**, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 12th day of December, 2022.

(SEAL)

Michelle Henkel
Notary Public
State of Alabama At-Large
My Commission Expires: 08/13/2025

My Commission Expires 08/13/2025

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To make exterior renovations at The Ben May Main Library

Amount of Contract:

$517,000.00

Funding Source

Project # The Ben May Main Library - Exterior Renovations LI-051-21 — **Discretionary Funds**

Project String C0586 TIF-Ben May Main Library-Exterior (20002000-48010) — **Contract Number:**4202

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
LI-051-21 The Ben May Main Library - Exterior Renovations	Cover Memo	12/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/13/2022 - 5:21 PM
Capital	Rhodes, Brenda	Approved	12/14/2022 - 9:09 AM
Legal	Kern, Chris	Approved	12/14/2022 - 2:21 PM
Mayors	Montgomery, Brandi	Approved	12/15/2022 -

RESOLUTION

2022

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:	MELVIN PIERCE PAINTING, INC.
Project Name:	THE BEN MAY LIBRARY – EXTERIOR RENOVATIONS
Project Number:	LI-051-21
Amount:	$517,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0586 – TIF-BEN MAY MAIN LIBRARY-EXTERIOR

CAPITAL PROJECT #: C0586 (20002000-48010) **DATE OF RECEIPT:**

ARCHITECTURAL ENGINEERING PROJECT #: LI-051-21

CONTRACT AMOUNT: $517,000.00

PROJECT DESCRIPTION: TO MAKE EXTERIOR REPAIRS AT THE BEN MAY MAIN LIBRARY (701 GOVERNMENT STREET).

VENDOR NAME: MELVIN PIERCE PAINTING, INC.

VENDOR NUMBER: 163750

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: Katie Cassil – Secretary III **Date:** 12/13/2022

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)

Melvin Pierce Painting, Inc
8475 Moffett Road
Semmes, Alabama 36575
(251) 649-2900

City of Mobile Business License Number: 376950
Secretary of State Registration Number: 000-043-938

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

The Ben May Library - Exterior Renovations
701 Government Street
Mobile, Alabama 36602
Project Number: LI-051-21

The Architect:
(Name, legal status, address and other information)

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

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.

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User Notes:
(1178873689)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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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 (See attachment Exhibit A).

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.)

[X] 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.)

[X] Not later than One Hundred Five (105) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 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.

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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 Five Hundred Seventeen Thousand and 00/100 Dollars ($517,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$294,000.00
Contingency Allowance:	$ 3,000.00
Total Base Bid:	**$297,000.00**
Alternate #1	$145,000.00
Alternate #2	$ 75,000.00
Total Contract Sum:	**$517,000.00**

§ 4.2 Alternates

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

Item	Price
Alternate #1: Repair and re-coat metal windows	$145,000.00
Alternate #2: Clean and repair joints at Architectural Cast Stone Panels	$ 75,000.00

(Table deleted)
(Paragraphs deleted)

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

Contingency Allowance: Three Thousand and 00/100 Dollars ($3,000.00)

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.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 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)

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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.)

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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

(Paragraphs deleted)
§ 5.1.7.3 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.

§ 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

.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

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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 Melvin Pierce Painting, Inc has completed the contract for Project #LI-051-21, The Ben May Library – Exterior Renovations, 701 Government Street, Mobile, Alabama 36602. 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.)

(Paragraph deleted)

[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

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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 of Real Estate and Asset Management Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
Mr. Tim Mosely, General Manager
Melvin Pierce Painting, Inc
8475 Moffett Road
Semmes, Alabama 36575
(251) 649-2900

§ 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,

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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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:
Included or X Not Applicable.
I. 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 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

.6 Umbrella/Excess Liability: $4,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 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.

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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.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 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.

.10 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,

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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:
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:

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Contractor shall provide a minimum one (1) year 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

.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
A-1	2004 First Floor As-Builts, with Scope of Work delineations	7/24/2022
A-2	2004 Second Floor As-Builts, with Scope of Work delineations	7/24/2022
A-3	2004 Mechanical Yard As-Builts, with Scope of Work delineations	7/24/2022
A-4	2004 Elevation As-Builts, with Scope of Work delineations	7/24/2022

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	7/24/2022
Section 01210	Allowances	7/24/2022
Section 01230	Alternative Bid Items	7/24/2022
Section 01310	Project Management and Coordination	7/24/2022
Section 01320	Construction Progress Documentation	7/24/2022
Section 01330	Submittal Procedures	7/24/2022
Section 01635	Substitution Procedures	7/24/2022
Section 01700	Execution Requirements	7/24/2022
Section 01770	Close out Procedures	7/24/2022
Section 017839	Project Record Documents	7/24/2022
Section 079200	Joint Sealants	7/24/2022
Section 09220	Repair and Restoration of Cement Plaster (Stucco)	7/24/2022
Section 09900	Painting	7/24/2022

.5 Addenda, if any:

Number	Date
Addendum #1	8/4/2022
Addendum #2	8/12/2022

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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
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
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 (with Owner's Modifications)
Section 00600	Bonds, Certificates and Affidavits Performance Bond (Owner's modified form) Labor and Material Payment Bond (Owner's modified form) Application and Certificate for Payment-AIA Document 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 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 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

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

City of Mobile	Legal Name of Party to Contract: Melvin Pierce Painting, Inc
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor *(Rows deleted)* *(Printed name and title)*	Tim Mosley, General Manager *(Printed name and title)*

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Tim Mosley as General Manager of Melvin Pierce Painting 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 22nd day of November, 2022.

Terri Anne Perkins
NOTARY PUBLIC
My Commission Expires: 07/22/2025

TERRI ANNE PERKINS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUL. 22, 2025

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EXHIBIT A
SCOPE OF WORK

The Ben May Library

Exterior Renovation

Project #LI-051-21

The work of this contract consists of repairing the exterior stucco and metal casement windows, repainting same; repainting decorative railings, handrails, the pylon sign on Government St; repairing damaged and missing backer rod and sealant assemblies at the architectural cast stone (south side addition), and softwashing.

END OF SCOPE OF WORK

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, Melvin Pierce Painting, Inc, 8475 Moffett Road, Semmes, Alabama 36575, hereinafter called the Principal, and Old Republic Surety Company, P.O. Box 1635 Milwaukee, WI 53201, 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 Five Hundred Seventeen Thousand and 00/100 Dollars ($517,000.00) 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 _____, 2022 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 The Ben May Library – Exterior Renovations Project # LI-051-21, 701 Government Street, Mobile, Alabama, 36602, 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 18th day of November, 2022.

CONTRACTOR AS PRINCIPAL
Company: Melvin Pierce Painting, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Tim Mosley Gen Mgr

SURETY
Company: Old Republic Surety Company
(Corporate Seal)

By: Charles E. Guntharp, Jr.
(Signature)

Name and Title: Charles E. Guntharp, Jr. Attorney-In-Fact

Resident Agent: Charles E. Guntharp, Jr.
(Signature)

Name and Title: Charles E. Guntharp, Jr.
Alabama Resident Agent
Company Name: Valent Group, LLC
Address: 1110 Montlimar Dr., Ste 400
Mobile, AL 36609
Phone and Fax: 251-344-5530/251-343-0653

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

92-0152

Signed and sealed at the City of Brookfield, WI this 18th day of November, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

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, Melvin Pierce Painting, Inc, 8475 Moffett Road, Semmes, Alabama 36575 as Principal, and Old Republic Surety Company, P.O. Box 1635, Milwaukee, WI 53201
, 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 Five Hundred Seventeen Thousand and 00/100 ($517,000.00) 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 Obligee, dated the_____day of_____, 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete The Ben May Library – Exterior Renovations Project # LI-051-21 701 Government Street, Mobile, Alabama, 36602 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_____Charles E. Guntharp, Jr. **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 18th day of November, 2022

CONTRACTOR AS PRINCIPAL
Company: Melvin Pierce Painting, Inc.
(Corporate Seal)
By: _____
(Signature)
Name and Title: Jim Mosley Gen Mgr

SURETY
Company: Old Republic Surety Company
(Corporate Seal)
By: Charles E. Guntharp
(Signature)
Name and Title: Charles E. Guntharp, Jr., Attorney-In-Fact

Resident Agent: Charles E. Guntharp
(Signature)
Name and Title: Charles E. Guntharp, Jr., Alabama Resident Agent
Company Name: Valent Group, LLC
Address: 1110 Montlimar Dr., Ste 400
Mobile, AL 36609
Phone and Fax: 251-344-5530/251-343-0563

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152

Signed and sealed at the City of Brookfield, WI this 18th day of November, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

EXHIBIT 3

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	MELVIN PIERCE PAINTING
Address	8475 MOFFETT RD. SEMMES, AL 36575
Telephone	251-649-2900
E-Mail	JEFF@MELVINPIERCE.COM

RFP/RFQ Solicitation Number	LI-051-21
Project Description	BEN MAY LIBRARY - EXTERIOR RENOVATIONS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 27 ✓ Female 1 ✓ Minority 10 ✓ Non-minority 18 SDVO _____ Total #of Employees 28

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JEFFREY DRUCKENMILLER

Signature: _____ Date: 8-17-22

Title: 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: JEFFREY DRUCKENMILLER Title: PROJECT MANAGER

Email: JEFF@MELVINPIERCE.COM Phone: 251-649-2900

925

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company MELVIN PIERCE PAINTING Your Bid/Proposal Amount $ 297,000.00 Date:

8 / 17 / 2022 Description POWER WASHING, PAINTING

Name of Bidder/Proposer: MELVIN PIERCE PAINTING

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
CONSTRUCTION LABOR SERVICES	251-645-4147	STUCCO PATCH WORK AND SOFT WASHING	50,000.00	%16.8	YES	
					NAICS 484220	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: NA

Contact Person: NA Phone NA Email NA

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
NA		**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.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Melvin Pierce Painting, Inc.	
Entity ID Number	000 - 043 - 938
Entity Type	Domestic Corporation
Principal Address	8475 Moffett Road SEMMES, AL 36575
Principal Mailing Address	8475 Moffett Road SEMMES, AL 36575
Status	Exists
Place of Formation	Mobile County
Formation Date	11/24/1976
Registered Agent Name	BISHOP, DEBORAH P
Registered Office Street Address	4275 FRANK MAPLES RD EIGHT MILE, AL 36613
Registered Office Mailing Address	PO BOX 987 SEMMES, AL 36575
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	PIERCE, MELVIN E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CONNERT, STEVE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	PIERCE, EVELYN E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Melvin Pierce Painting, Inc.	
Transactions	
Transaction Date	03/15/1981
Registered Agent Changed From	* Added
Transaction Date	11/26/2001
Registered Agent Changed From	PIERCE, MELVIN E 2300 AIRPORT BLVD MOBILE, AL 36606
Transaction Date	12/23/2013
Agent Mailing Address Changed From	* Added
Transaction Date	12/23/2013
Registered Agent Changed From	PIERCE, MELVIN E 9501 SPICE POND RD EXT SEMMES, AL 36575
Transaction Date	03/29/2022
Principal Mailing Address Changed From	Not Provided
Transaction Date	03/29/2022
Principal Office Changed From	SEMMES, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/26/2001 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/23/2013 Registered Agent Change 2 pgs.
Document Date / Type / Pages	03/29/2022 Articles of Amendment 3 pgs.

Browse Results New Search

E-Verify

Company ID Number: 417200

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Melvin Pierce Painting, Inc.	
Cory Hardin Name (Please Type or Print)	Title
Electronically Signed Signature	**05/23/2011** Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	**05/23/2011** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Melvin Pierce Painting, Inc.**
Company Facility Address:	**8475 Moffett Rd.** **Semmes, AL 36575**
Company Alternate Address:	**P.O. Box 378** **Semmes, AL 36575**
County or Parish:	**MOBILE**
Employer Identification Number:	**630712950**

E-Verify

Company ID Number: 417200

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Tim Mosley**		
Telephone Number:	**(251) 649 - 2900**	Fax Number:	**(251) 649 - 8569**
E-mail Address:	**tim@melvinpierce.com**		
Name:	**Brenda Pate**		
Telephone Number:	**(251) 649 - 2900**	Fax Number:	**(251) 649 - 8569**
E-mail Address:	**brenda@melvinpierce.com**		
Name:	**Cory Hardin**		
Telephone Number:	**(251) 649 - 2900**	Fax Number:	**(251) 649 - 8569**
E-mail Address:	**cory@melvinpierce.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

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

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

PRODUCER
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Danelle Stokes
PHONE (A/C, No, Ext): (251) 544-7237 **FAX (A/C, No):**
E-MAIL ADDRESS: dstokes@valentgroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Benchmark Ins Co	41394
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :	CompTrust AGC/Midwest Employers Casualty Company	23612
INSURER D :	Westchester Surplus Lines Insurance Company	10172
INSURER E :		
INSURER F :		

INSURED
Melvin Pierce Painting, Inc.
P O Box 378
Semmes AL 36575

COVERAGES **CERTIFICATE NUMBER:** CL2262840942 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLP00946	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP00947	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-1S669557-22-NF	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MA137-2022-AL/EWC009234	01/01/2022	12/31/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liability $10,000 deductible		Y	G71657152 001	01/21/2022	01/21/2023	each pollution condition aggregate	$ 1,000,000 $ 1,000,000

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

Project: The Ben May Library-Exterior Renovations; Project Number: LI-051-21

City of Mobile is included as an Additional Insured in repsect to General Liability, Automobile Liability and Umbrella Liability. All policies, execpt workers compensation, are primary and Non-contributory with any other insurance in force or which may be purchasd by Additional Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-rnewal or material change be provided by agency (except 10 days for non-payment).

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charlie Huntharp, Jr.

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

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.

PRODUCER
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Danelle Stokes
PHONE (A/C, No, Ext): (251) 544-7237 **FAX (A/C, No):**
E-MAIL ADDRESS: dstokes@valentgroup.com
PRODUCER CUSTOMER ID: 00048667

INSURED
Melvin Pierce Painting, Inc.
P O Box 378
Semmes AL 36575

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CP2262804398 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
8475 Moffett Road, Semmes, AL, 36575

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD DEDUCTIBLES: BUILDING / CONTENTS				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	$ $ $ $ $ $ $ $ $
A	☒ INLAND MARINE CAUSES OF LOSS ☐ NAMED PERILS ☒ All Risk/2,500 deductible	TYPE OF POLICY: Inland Marine (C) POLICY NUMBER: UM00025712MA22A	07/01/2022	07/01/2023	☒ Leased/Rented ☒ Install Floater ☒ Transit Limit	$ 250,000 $ 500,000 $ 500,000
	☐ CRIME TYPE OF POLICY					$
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: The Ben May Library- Exterior Renovations; Project Number: LI-051-21

City of Mobile is included as an Additional Insured in respects to the installation floater.

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charlie Huntharp, Jr.

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

Sponsored by:

Mayor Stimpson and Councilmember Daves

Purpose and Scope of Project:

Accept three permanent sidewalk easements as needed for the Old Shell Road Sidewalk Project, owner donation, no City funds required.

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/14/2022
SIGNED PSWE Tanner 4467 Old Shell Rd	Exhibit	12/14/2022
SIGNED PSWE Clarke Bro. 4503 Old Shell Rd	Exhibit	12/14/2022
SIGNED PSWE Inscript 4501 Old Shell Rd	Exhibit	12/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Blaize, Gregg	Approved	12/14/2022 - 2:08 PM
Legal	Kern, Chris	Approved	12/14/2022 - 2:15 PM

Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:01 PM

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 accepts three Permanent Sidewalk Easements for the Old Shell Road Sidewalk Project, from:

1. Virginia Ann Tanner, on property located at 4467 Old Shell Road.
2. Clarke Brothers, LLC, on property located at 4503 Old Shell Road.
3. Inscript, LLC, on property located at 4501 Old Shell Road.

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, **VIRGINIA ANN TANNER**, 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, for the Old Shell Road Sidewalk Project, unto the said CITY OF MOBILE, its successors and assigns, the 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, which is located in Mobile County, Alabama, is described as follows, to wit:

See attached Exhibit A
4467 Old Shell Rd.

All work will be done in an orderly manner.

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 WHEROF, the undersigned has set her hands and seals, this the 23 day of November, 2022.

VIRGINIA ANN TANNER

By: _____
Virginia Ann Tanner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Virginia Ann Tanner, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23 day of November, 2022.

STATE OF ALABAMA NOTARY PUBLIC
LINDA CLEMENTS
My Commission Expires
August 17, 2025

_____
Notary Public, State of Alabama
My Commission Expires: 8-17-2025

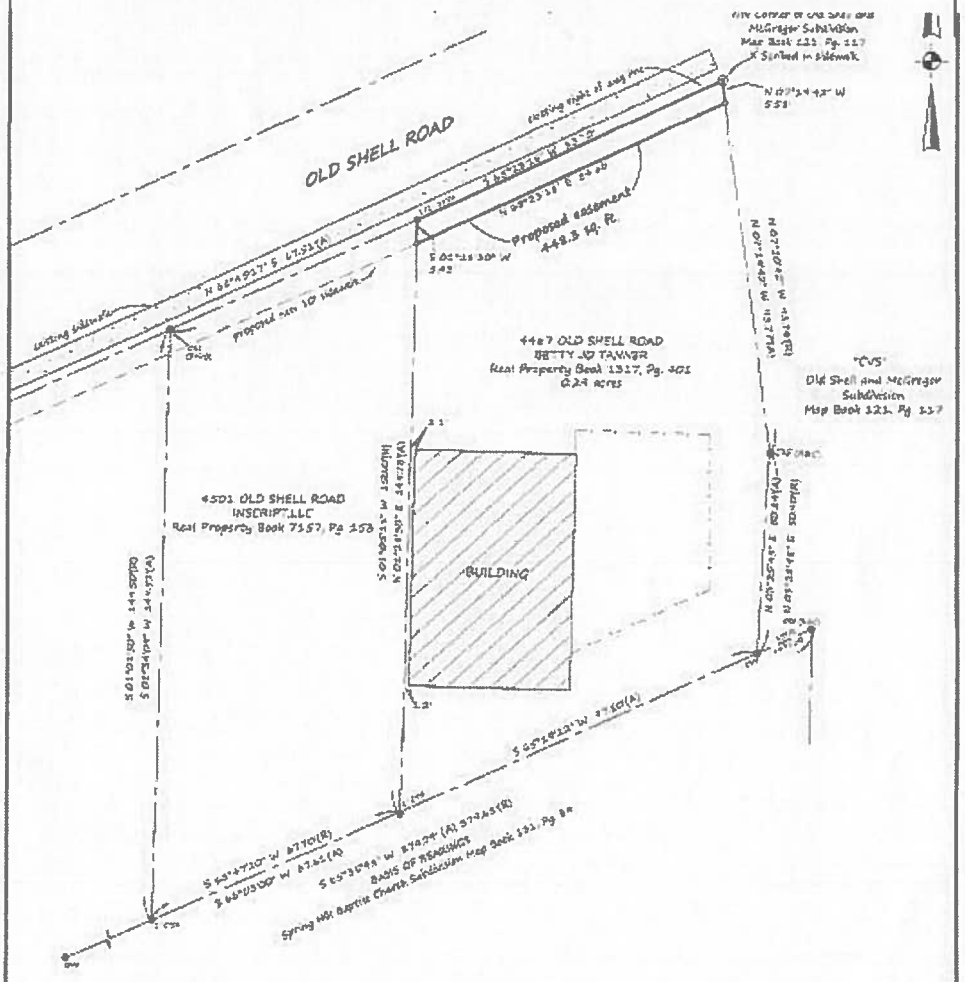
Grantor:
VIRGINIA ANN TANNER
P.O. Box 81628
Mobile, AL 36689-1628

Grantee:
CITY OF MOBILE
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-18

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-18

"EXHIBIT A"

EASEMENT EXHIBIT FOR VIRGINIA ANN TANNER



EASEMENT DESCRIPTION:

BEGINNING at the Northwest corner of Old Shell and McGregor Subdivision as recorded in Mobile County, Alabama Probate records; thence along the South Right of Way line of Old Shell Road S65°23'18"W 83.70 feet to the Northwest corner of the Betty Jo Tanner parcel as described in Real Property Book 1317, Page 401 of said probate records; thence S01°28'30"W S 93 feet; thence N65°23'18"E 84.65 feet to the East line of said Betty Jo Tanner parcel; thence along said East line N07°19'42"W 5.58 feet to the POINT OF BEGINNING.

Surveyor's Certificate

I, Jason 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.

11/27/17

Jason M. Linder, P.L.S.
Alabama Registration No. 34762

LEGEND

These standard symbols may be found in the drawing

R/W= Right of Way
(R)= Record Bearing, Distance
(A)= Actual Bearing, Distance
CIR= capped rebar found
CTOP= Open top iron pipe found
CMF= Concrete monument found
CIF= Capped capless found
Fence line
Overhead power line

EASEMENT SURVEY PREPARED FOR

THE VILLAGE OF SPRING HILL, INC

ALABAMA LICENSED NO. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

	11/27/2017

LINDER SURVEYING CONSULTANTS, LLC
4360 COUNTY ROAD 3
SCILLEY, AL 36558
P: 251.342.9124 C 251.295.2509

LINDER SURVEYING CONSULTANTS

CERTIFICATE OF AUTHORIZATION NO. CA-1065-LS

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CLARKE BROTHERS, LLC,** an Alabama Limited Liability Company, 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, for the Old Shell Road Sidewalk Project, unto the said CITY OF MOBILE, its successors and assigns, the 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, which is located in Mobile County, Alabama, is described as follows, to wit:

See attached Exhibit A
4503 Old Shell Rd.

All work will be done in an orderly manner.

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 WHEROF, the undersigned has set her hands and seals, this the 5TH day of NOVEMBER, 2022.

CLARKE BROTHERS, LLC

By: Daniel J Clarke
Daniel J. Clarke, Administrative Member

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Daniel J. Clarke, Administrative Member, of Clarke Brothers, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of November, 2022.

KELLY ANNE DUNN
MY COMMISSION EXPIRES
SEPTEMBER 23, 2025
NOTARY PUBLIC
STATE OF ALABAMA

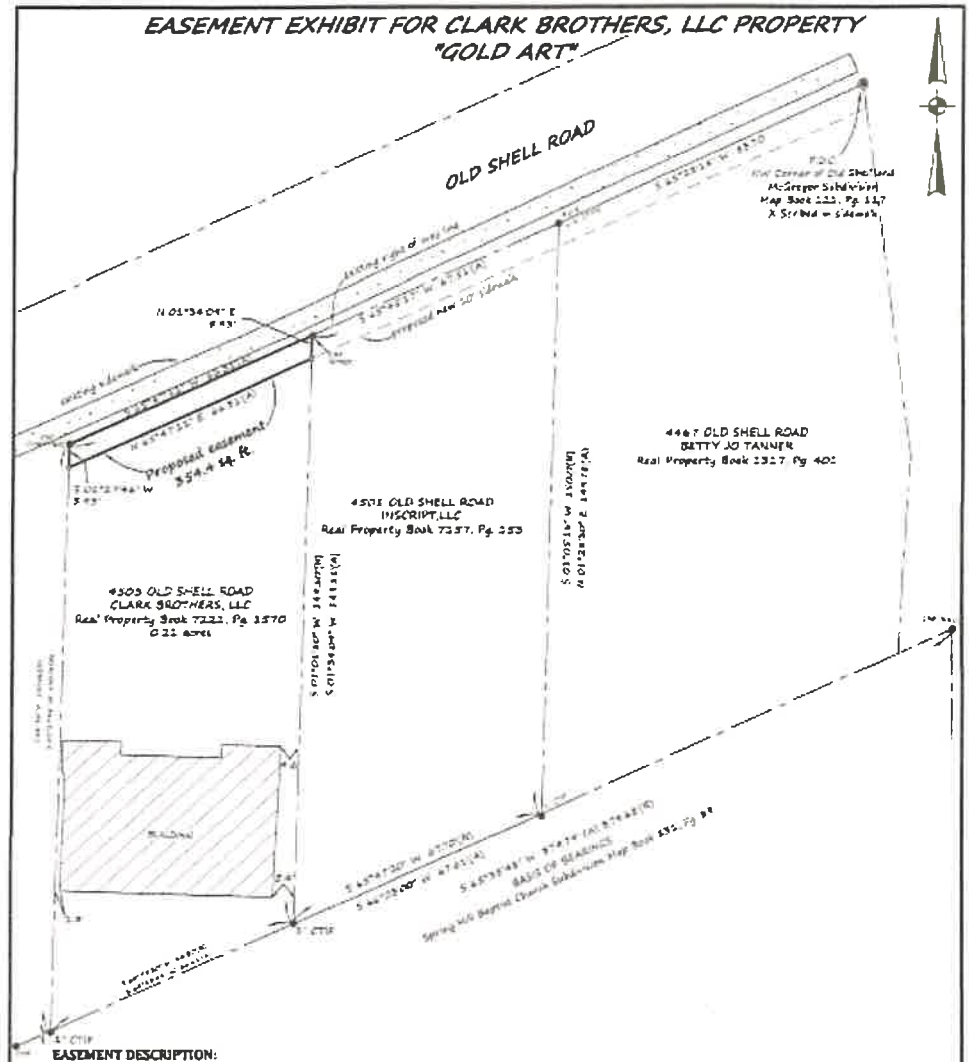
Kelly Dunn
Notary Public, State of Alabama
My Commission Expires: 9/23/2025

Grantor:
CLARKE BROTHERS, LLC
4503 Old Shell Rd.
Mobile, AL 36608

Grantee:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-18

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-18

"EXHIBIT A"



EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Old Shell and McGregor Subdivision as recorded in Mobile County, Alabama Probate records;thence along the South Right of Way line of Old Shell Road S65°23'18"W 83.70 feet to the Northeast corner of the Inscript, LLC parcel as described in Real Property Book 7157, Page 153 of said probate records; thence S65°45'17"W 67.51 feet to the Northeast corner of the Clark Brothers, LLC parcel as described in Real Property Book 7221, Page 1570 of said probate records, said point being the POINT OF BEGINNING for the easement herein described; thence along said Right of Way line S65°47'11"W 66.31 feet to the Northwest Corner of said Clark Brothers, LLC parcel; thence along the West line of said parcel S01°27'46"W 5.93 feet; thence N65°47'11"E 66.31 feet to a point on the East line of said parcel; thence along said East line N01°34'09"E 5.93 feet to the POINT OF BEGINNING.

Surveyor's Certificate

I, Jason M. Linder, hereby certify that all parts of the 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.

11/27/17

Jason M. Linder, PE
Alabama Registration No. 34762

LEGEND

These standard symbols may be found in the drawing.

R/W= Right of Way
(R)= Record Bearing, Distance
(A)= Actual Bearing, Distance
(CM)= capped rebar found
(IRF)= Iron rod or pipe found
CM= Concrete monument found
CTF= Crimped Top Iron found
— — — = Setback line
———— = Overhead power line

EASEMENT SURVEY PREPARED FOR:

THE VILLAGE OF SPRING HILL, INC

ALABAMA LICENSED No. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
4350 COUNTY ROAD 3
MILLRY, AL 36558
O: 251.542.9334 C: 251.275.2906

LINDER SURVEYING CONSULTANTS

CERTIFICATE OF AUTHORIZATION NO. CA-1065-LS

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **INSCRIPT, LLC,** an Alabama Limited Liability Company, 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, for the Old Shell Road Sidewalk Project, unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

See attached

All work will be done in an orderly manner.

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 WHEROF, the undersigned has set her hands and seals, this the 18 day of November, 2022.

INSCRIPT, LLC,

By: Billie F. Goodloe
Billie F. Goodloe, Initial 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 Billie F. Goodloe, Initial Manager of INSCRIPT, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18 day of November, 2022.

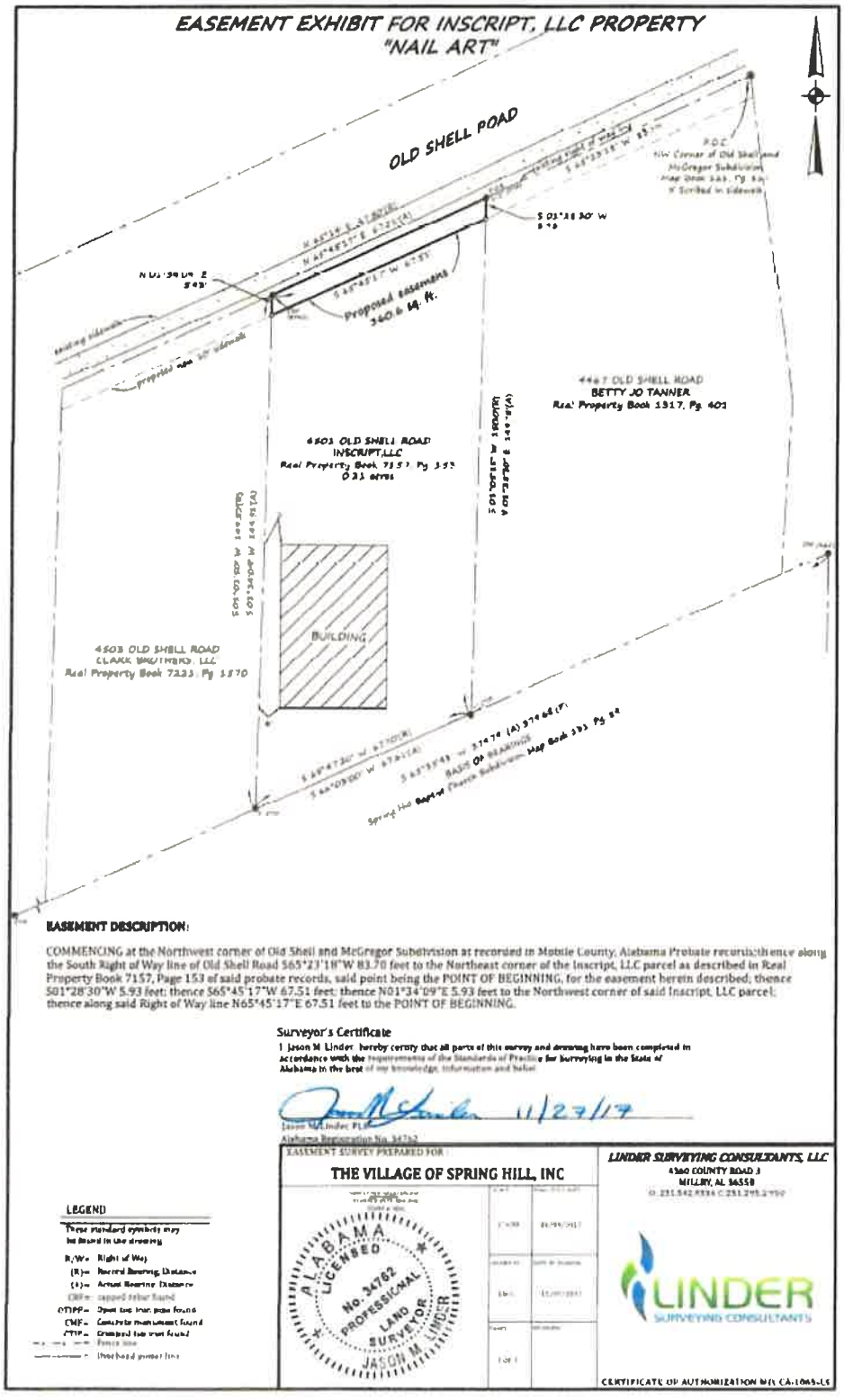
Martin M. Ammons
Notary Public, State of Alabama
My Commission Expires: 3-18-25

Grantor:
INSCRIPT, LLC,
2151 Venetia Rd.
Mobile, AL 36605

Grantee:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-1827

"EXHIBIT A"



EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Old Shell and McGregor Subdivision as recorded in Mobile County, Alabama Probate records; thence along the South Right of Way line of Old Shell Road S65°23'18"W 83.70 feet to the Northeast corner of the Inscript, LLC parcel as described in Real Property Book 7157, Page 153 of said probate records, said point being the POINT OF BEGINNING, for the easement herein described; thence S01°28'30"W 5.93 feet; thence S65°45'17"W 67.51 feet; thence N01°34'09"E 5.93 feet to the Northwest corner of said Inscript, LLC parcel; thence along said Right of Way line N65°45'17"E 67.51 feet to the POINT OF BEGINNING.

Surveyor's Certificate

I Jason 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.

11/27/17

Jason M. Linder PLS
Alabama Registration No. 34762

LEGEND

These standard symbols may be found in the drawing

R/W= Right of Way
(R)= Record Bearing, Distance
(M)= Actual Bearing Distance
CRF= capped rebar found
OTPP= Open top iron pipe found
CMF= Concrete monument found
CTP= Crimped top iron found
Fence line
Overhead power line

EASEMENT SURVEY PREPARED FOR:

THE VILLAGE OF SPRING HILL, INC

ALABAMA LICENSED No. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

1 of 1

LINDER SURVEYING CONSULTANTS, LLC
4360 COUNTY ROAD 3
MILLRY, AL 36558
O: 251.542.9334 C: 251.295.2950

LINDER SURVEYING CONSULTANTS

CERTIFICATE OF AUTHORIZATION #LLC CA-1065-LS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Marybeth Bergin, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Authorize Mayor to apply, accept and receive grant from ALDOT for Mobile MPO Carbon Reduction Program Fiscal Year 2022 and 2023 in the amount of $2,500,000.00.

Funding Source

Project # Citywide Signal Upgrades (2023-2060-05) **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds $2,000,000 **Matching Funds** $500,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	12/15/2022 - 8:12 AM
Legal	Kern, Chris	Approved	12/15/2022 - 1:21 PM
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:05 PM

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 a grant from the Alabama Department of Transportation in the amount of $2,500,000.00 in support of the Mobile Metropolitan Planning Organization Carbon Reduction Program for Fiscal Year 2022 and 2023.

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 Alabama Department of Transportation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 20% matching funds in the amount of $500,000.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Nedgie Renee Jean Wood

Amount of Contract:
n/a

Effective Date of Contract:
12/20/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Wood

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Wood	Resolution Letter	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/12/2022 - 2:38 PM
			12/12/2022 -

Legal	Kern, Chris	Approved	3:06 PM
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:12 PM

RESOLUTION

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 and directed 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 Nedgie Renee Jean Wood, 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\D005\P005\00112411.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/20/2022 - 9:06 AM

02-1134 2022

.RESOLUTION TO PROPOSE STUDY OF ALTERATION OF CORPORATE LIMITS

Sponsored by: Councilmember CJ Small

BE IT RESOLVED by the City Council for the City of Mobile, Alabama (the "Council") as follows:

I. FINDINGS

A. Annexation increases the land area of a city according to the procedures set out in the Alabama Code of 1975.

B. State law authorizes four different methods by which cities may annex, or increase, the boundaries of its corporate limits:

i. by local legislative act;

ii. by consent of persons owning at least 60 percent of the acreage of the platted or un-platted land to be annexed, *Ala. Code* §§ 11-42-1 through 6;

iii. by unanimous consent, as set out in *Ala. Code* §§ 11-42-20 through 24; or

iv. by special election initiated by Council resolution, *Ala. Code* §§ 11-42-40 through 88.

C. There are two different methods by which municipalities may de-annex, or reduce, the boundaries of its corporate limits:

i. by local legislative act; or

ii. by resolution of the Council as set out in *Ala. Code* §§ 11-42-200 through 213.

D. The decision to alter the corporate limits will necessarily involve weighing of benefits and burdens. A key consideration is whether the City will be able to function, i.e., sustain a level of services comparable to existing services. To do so, the City's projected revenues should meet or exceed projected expenses. It is therefore prudent

that the Council's decision on any annexation proposal is informed, transparent, and fact-based.

II. PROCEDURE

A. Map of the area proposed for annexation

i. A map or plat of the territory to be annexed shall be prepared ("Study Area").

ii. The map will show the boundary of the territory proposed to be taken into the city, which territory must be contiguous to the boundary of the city at some point.

B. Validation Study

i. Pursuant to the investigatory authority of the council under *Ala. Code* §§ 11-44C-21, a validation study will be prepared to compile data on the Study Area including the following:

a. Current use of each parcel as assessed and shown in the records of the Mobile County Revenue Commissioner (utilities, agricultural, forest, residential property and historic buildings, and property not otherwise classified).

b. Water and sewer service provided by Mobile Area Water and Sewer Service System, or other water or sewer services of record.

c. Identification of environmentally-sensitive property.

d. Recorded subdivisions.

e. An inventory of city services currently provided to the Study Area and the identity of the service provider, including police, fire and 911 emergency response.

f. Identification of services the City of Mobile will provide and a projected timetable for the provision of such services.

g. Lane miles of public roads in Study Area, and description of their condition when available.

h. Current revenue generated to the City, including taxes and business.

ii. Cost Benefit Analysis

A cost benefit analysis shall analyze whether the city has capacity to serve the Study Area, and the estimated cost of providing services over the next ten years. The cost benefit analysis shall identify source data, and address:

1. Projected revenues, taxes, and fees.

2. Projected costs of providing service to the Study Area, including new employees and equipment for City police and fire, building permits, public works, parks, recreational facilities, and stormwater management.

3. The cost of street maintenance, garbage, and trash removal.

4. Projected revenues and sources.

iii. Additional Information

The Council should consider whether annexation of the Study Area will:

1. Eliminate or create islands or peninsulas of incorporated territory.

2. Consolidate governmental functions.

3. Encourage equitable distribution of community resources and obligations.

4. Promote efficient delivery of services.

5. Negatively impact the city due to conditions in the Study Area.

6. Change the city demographics.

C. Third Party Validation Required:

i. Data compiled under Section II. B. shall be validated by a disinterested and qualified third-party consulting entity (hereinafter, the "Consultant").

ii. For purposes of this section, "validation" is the review of information, data, and procedures to determine the extent to which they are accurate, reliable, and free from bias.

iii. The Consultant shall be selected by the City Attorney and legal counsel for the Council, and subject to approval by the Council President.

D. Community Meetings

1. In order to actively seek public participation and maximize public input, the Council shall and the Administration may conduct a community meeting in each of the seven Council districts (the "Community Meetings"). Councilmembers may combine their Community Meetings with meetings held inn or for neighboring districts.

2. Any Community Meetings will be held at a time and place determined by the Councilmembers for each district, or the Administration if the Administration opts to hold any such meetings; provided, however, all Community Meetings shall begin no sooner than 5 p.m. unless a significant number of citizens request their Councilmember(s) hold the meeting during regular business hours.

3. Community Meetings will be open to the public so that all citizens may provide comments about the proposed annexations.

Adopted:

_____
City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D019\P005\00112816.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 1:03 PM

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 of Armstead Mortuary Transit Service 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 January 3, 2023, 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 Southwest Chapter of Armstead Mortuary Transit Service, 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, Thompson, Jacquez individually or on behalf of Armstead Mortuary Transit Service, 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:

Thompson, Jacquez

Business Address: 1

Telephone: 251-786-8730 Trade Name Armstead Mortuary Transit Service

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: ( ) SSN:

Residence Address:

Address City State Zip code AL 36604

Telephone Number Driver's License #

Residing in Mobile County: Years: 37 Months: 3

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Jacquez Thompson	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

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 24 hrs

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2017	Model: E350
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.

Applicant's Signature

NAME OF ENTITY:

_____

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28 **DAY OF** November, **20** 22

Notary Public

SHATONYA NICHOLSON
My Commission Expires
NOTARY PUBLIC
05-20-2024
ALABAMA STATE AT LARGE

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Jacquez Thompson

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'8

Weight: 270

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Jacquez Thompson

Signature

11-28-22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Jacquez Thompson

Date of Birth: 08/17/1984 Security #: 421-19-3085

Present Address

Home Phone Number: 251-786-8730 Work Phone Number: 251-786-8730

Attach a copy of your current driver's license to this sheet

Present Employer and Address: MAWSS 4725 Moffett Rd. Mobile, AL 36618

Present Position/Title: Operator

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

11-28-22
Date Signed

Personal Data Report

General Descriptors

Name:	THOMPSON, JACQUEZ D		
Address:		**Nick Name:**	
Phone:	251-753-4540		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	38
Weight:		**Eyes:**	
Height:		**Facial:**	
Hair:		**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:**	**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:
A RECORD
CHECKED BY: (OA III/Records Supervisor)
DATE: 11/28/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : THOMPSON
First_Name : JACQUEZ
Agency : MOBILE PD
Arrestee DOB :

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
206100001901	2061000019	6/2/2007	THOMPSON, JACQUEZ DESHAWN		UNKNOWN LOCATION UNKNOWN,	WHITE, J L	CONV	RANGELINE/HAMILTON MOBILE,	ALIAS/BENCH WARRANT ARREST ALIAS/BENCH WARRANT ARREST
20610000190A	2061000019	10/1/2006	THOMPSON, JACQUEZ DESHAWN		UNKNOWN LOCATION UNKNOWN,	WALLACE, R S	CONV	DUVAL @ MURRAY HILL MOBILE,	FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY DISORDERLY CONDUCT - (SPECIFY CONDUCT)
211110070201	2111100702	11/4/2011	THOMPSON, JACQUEZ DESHAWN	984	UNKNOWN LOCATION UNKNOWN,	LATNER, BRITTNEY	CONV	1605 JOHNSTON ST MOBILE,	AGGRAVATED DOMESTIC VIOLENCE 3RD DEGREE

3 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY: C Lewis
DATE: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:12/20/2022

Sponsored by:

Councilmember Jones

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022
packet 2	Cover Memo	12/19/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 2:09 PM

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 6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 20, 2022, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive) from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential 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 BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN

BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES 07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05

MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE,

RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05 SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-1, Single Family

Residential 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single Family Residential District until all of the conditions set forth below have been complied with: 1) Full compliance with the Engineering Comments (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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); 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.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES

07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES

56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05

SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-1, Single Family Residential 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single Family Residential District** until all of the conditions set forth below have been complied with: **1) Full compliance with the Engineering Comments** (***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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)***; **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

Benchmark Homes Group, LLC
6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive)
Council District 6
Scott Jones

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". 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 24th day of January, 2023, 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 Zoning Ordinance was published in full on the 23rd day of December, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1) Full compliance with the Engineering Comments** ***(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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

BENCHMARK HOMES GROUP, LLC
2212 MAIN STREET
DAPHNE, AL 36526
251-473-8600

3441
85-136/653

DATE 12-12-22

PAY TO THE ORDER OF City of Mobile $ 1,125.60

Eleven Hundred Twenty-Five & 60/100 DOLLARS

Security features included. Details on back.

Merchants & Marine Bank MandMBank.com

MEMO ZON-002157-2022

Robin L. Light MP

Main Street Traditional Pink

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 12, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **Benchmark Homes Group, LLC** for a change in zoning from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** for the property located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Full compliance with the Engineering Comments (*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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during***

***development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)*; **and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Trey Jinright
Jade Consulting, LLC
P.O. Box 1929
Fairhope, Alabama 36532

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **Full compliance with the Engineering Comments (*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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $1,125.60. 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

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, 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.

The proposed zoning district is Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, 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.

The proposed zoning district is Rezoning from, R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, August 31, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-002157-2022

Print Form

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P O Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **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) COPIES** of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

☒ **Zoning Change**
$ 100.00
(if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$ 150.00
(non-profit $ 50.00)

☐ **Planned Unit Development**
$ 150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost***)*

1. Applicant: Benchmark Homes Group LLC
(if other than owner, must furnish written authorization from owner)
Full Address: 1290 Main St., Ste. E, Daphne, AL 36526
Telephone: 251-421-2467

2. Owner: Benchmark Homes Group, LLC
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. See attached

4. Attach a copy of the legal description and parcel number of the property in question. See attached
(Parcel Number)

5. Present Zoning: See attached Proposed Zoning: R-1

6. Area of property, sq. ft. or acres: 83.9 AC

7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

8. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

9. **Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

10. **SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

11. **TREES:** Are there any 24-inch diameter or larger trees on the site? ☒ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☒ **YES** ☐ **NO**

12. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).

13. **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.

DATE 7/30/2022 APPLICANT'S SIGNATURE: [signature]

Form 150LU008, Jan 2011

JADE CONSULTING JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

LETTER OF TRANSMITTAL

TO: City of Mobile
Mobile Government Plaza
205 Government St., 3rd Floor
Mobile, AL 36644
251-208-5895

FROM: Perry C. "Trey" Jinright, III, PE

DATE: August 1, 2022

REFERENCE NO.: BENCH – 1639

RE: Benchmark Homes Group, LLC

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ AS REQUESTED ☒ FOR APPROVAL ☒ FOR YOUR FILES

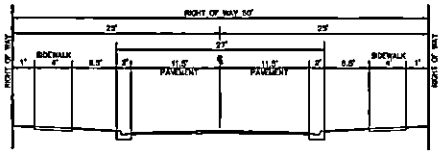
Enclosed please find the following documents for Rezone Approval:

1. Rezone Narrative

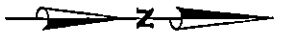
Appendix A	Rezoning Application
Appendix B	Proof of Ownership (Tax Assessors Report)
Appendix C	Adjacent Property Owners Map, List & 5160 Labels
Appendix D	Utility Will Serve Letters
Appendix E	Legal Description
Appendix F	Conceptual Site and Phasing Plan

JADE CONSULTING
Jinright & Associates Development Engineers
208 Greene Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
251.928.3443(tel) 251.928.3465(fax)
jadeng@aol.com

DATE: 07/28/2022



TYPICAL ROADWAY SECTION



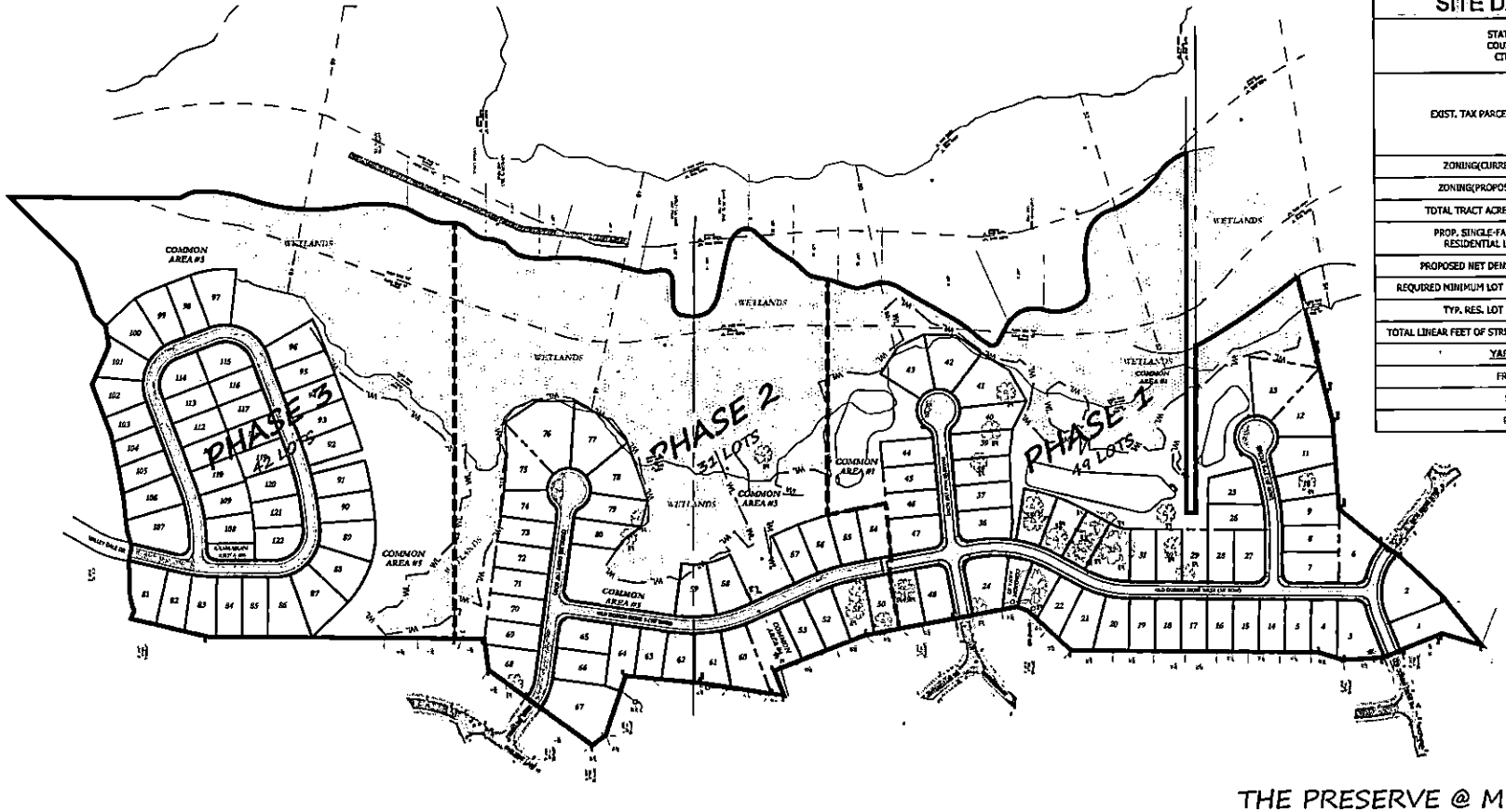
GRAPHIC SCALE

300 0 300

(IN FEET)

1 inch = 300 ft.

SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF MOBILE CITY OF MOBILE	
EXIST. TAX PARCEL ID:	R023303054001030 R023303053000001.042 R023303053000007.013 R023303053000007 R023303054001030.02 R023303082000001 R023303081003046
ZONING(CURRENT):	SPLIT ZONED B-1, R-1, & R-2
ZONING(PROPOSED):	R-1
TOTAL TRACT ACREAGE:	±83.9 AC
PROP. SINGLE-FAMILY RESIDENTIAL LOTS:	122 LOTS
PROPOSED NET DENSITY:	1.45 UNITS/AC
REQUIRED MINIMUM LOT SIZE:	7,200 SF
TYP. RES. LOT SIZE:	70'x140' = 9,800 SF
TOTAL LINEAR FEET OF STREETS:	± 6,050 LF
YARD SETBACKS:	
FRONT:	25'
SIDE:	8' / 20' (CORNER LOT)
REAR:	8'



THE PRESERVE @ MILKHOUSE CREEK

CONCEPTUAL SITE & PHASING PLAN
PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
OLD DOBBIN DRIVE
MOBILE, AL

R023303053000001.021
AFZALIRAD ALI & CHARITY MASON
6758 BILTMORE CT
MOBILE, AL 36695

R023303081003016.000
ANGELIDIS ALEXANDER PAUL &
RENEE J LLAUGET
2816 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.040
ASHEVILLE HOMEOWNERS
ASSOCIATION INC A CORPORATION
PO BOX 9291
MOBILE, AL 36691

R023303081002073.000
BEASLEY KYLE
2813 GASLIGHT LN W
MOBILE, AL 36695

R023303081002072.000
BETHUNE GEORGE E & TYRONNDA
1321 TOMOKA TOWN CENTER DR
APT 110
DAYTONA BEACH, FL 32117

R023303081003018.000
BOSCO RICHARD A
2824 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.006
BROOKS TRE R
6820 COVENTRY COURT
MOBILE, AL 36695

R023303053000001.043 & .044
CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE, AL 36693

R023303082000001.064
CHARLESTON APT. OF MOBILE LLC
116 ONE MADISON PLAZA STE 2100
MADISON, MS 39110

R023303081003024.000
COLEMAN ANTONIO D
2904 GASLIGHT LN W
MOBILE, AL 36695

R023303054001099.000
ALFARO JORGE & SILVA YADIERA
2559 WAGON TONGUE DR S
MOBILE, AL 36609

R023303053000001.022
ANSARI SANA S
6762 BILTMORE CT
MOBILE, AL 36695

R023303082000001.028
BAKER JUDY M AS SOLE TRUSTEE
2801 CHURCHBELL DR
MOBILE, AL 36695

BENCHMARK HOMES GROUP LLC
2212 MAIN ST
DAPHNE, AL 36526

R023303081003001.000
BLOOM DONALD A & NEDRA W
6721 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.026
BOUDREAUX HARRY
6763 BILTMORE COURT
MOBILE, AL 36695

R023303054001098.000
BURROUGHS BRUCE JOHN
8305 REIDY CT
MOBILE, AL 36695

R023303054001100.000
STEVEN M & VANESSA H CHAPPELL
C/O ANDREA & JOSEPH TARNECKI
2555 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.001
CHARLESTON OAKS HOMEOWNERS
ASSOCIATION INC
PO BOX 9434
MOBILE, AL 36691

R023303054001047.000
COORS JESSI PAIGE KELLEY
6704 THOROUGHBRED CT
MOBILE, AL 36695

R023303054001046.000
ANDERS RICHARD DEAN & VINCENT
ALLEN MILLER
2608 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000001.023
ARNOLD LARRY J & DIANNE C
ARNOLD
6766 BILTMORE CT
MOBILE, AL 36693

R023303082000001.026
BALL CLARENCE M JR &
CHARLESETTA
1 SOUTHERN WAY
MOBILE, AL 36619

R023303054001055.000
BOLTZ SHERRY L & JOSEPH H
BOOKER
6709 HITCHING POST CT
MOBILE, AL 36695

R023303081003020.000
BRIGGS ANTHONY & DEBRA L
2832 W GASLIGHT LANE
MOBILE, AL 36695

R023303054001048.000
BUTLER BRUCE & ANGELA BUTLER
30229 WESTMINISTER GATES DR
SPANISH FORT, AL 36527

R023303053000001.030
COCHRAN SAMUEL M & SABRINA L
COCHRAN
6747 BILTMORE CT
MOBILE, AL 36695

R023303081003012.000
CRENSHAW DAPHIAN V & LEANNA
CRENSHAW
2800 GASLIGHT LN W
MOBILE, AL 36695

R023303054001030.006
CUMBEST PAM
2828 COTSWOLD CT
KELLER, TX 76248

R023303054001030.003
DAVIS WALTER FRANK II C/O WALKER LATORIA J
2517 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303054001039.000
DELFIERRO ROSS & ANICIA DELFIERRO
605 CHELSEA DR E
MOBILE, AL 36608

R023303081003046.096
EDWARDS CECIL W & JOANN
2909 VALLEY DALE DR
MOBILE, AL 36695

R023303054001027.000
FECAS MICHAEL P & MARIE FECAS
6640 OLD DOBBIN DR N
MOBILE, AL 36695

R023303081003026.000
GREER DAVID
2912 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.027
GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY
13575 LYNAM DR
OMAHA, NE 68138

R023303054001048.01
HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD
6709 THOROUGHBRED CT
MOBILE, AL 36695

R023303081003010.000
HOLLEY ANDREA MOBLEY
6620 GASLIGHT LN N
MOBILE, AL 36695

R023303082000001.039
HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH
6817 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001097.000
CUNNINGHAM TANYA C/O RATLEDGE EDWIN
2571 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001036.000
DAY MARVIN E & KELLEY C
2574 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.001
DUDLEY ERIC JOHN & DEBRA LEE
2908 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.035
ELLIFF DARYL & BRENDA ELLIFF
6801 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001051.000
FERRY ROBERT R & CAROL
6704 HITCHING POST COURT
MOBILE, AL 36695

R023303054001093.000
GREGORY JIMMY TERRELL & REBECCA C
2587 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003033.000
GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI
6617 GATEWOOD DR
MOBILE, AL 36695

R023303081003011.000
HAYNES RONALD H & LUCY G
6624 GASLIGHT LN N
MOBILE, AL 36695

R023303054001043.000
HOLT EDDIE & SHEILA HOLT
6712 HARNESS WAY
MOBILE, AL 36695

R023303054001033.000
JACOBS PEGGY M
2560 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001050.000
DAMRON DENVER L & ALEXIS G
2624 ANTEBELLUM DRIVE
MOBILE, AL 36695

R023303054001041.000
DEBLAEY MATTHEW L
6704 HARNESS WAY
MOBILE, AL 36695

R023303053000001.031
DYAL SHAHRZAD & EVAN DYAL
2516 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303081003025.000
EVANS CORA L
2908 GASLIGHT LANE W
MOBILE, AL 36695

R023303081003021.000
FREY ALICE LOUISE
2836 W GASLIGHT LN
MOBILE, AL 36695

R023303054001053.000
GRIFFITH DAWN
6712 HITCHING POST CT
MOBILE, AL 36695

R023303081002087.000
HARKINS CHARLES G & ELIZABETH HARKINS
6624 HORSEMANS CIR
MOBILE, AL 36695

R023303081003023.000
HENN JEFFREY D & KAREN E
2900 GASLIGHT LANE
MOBILE, AL 36695

R023303054001025.000
HUNTER LARRY JR
6632 OLD DOBBIN DR N
MOBILE, AL 36695

R023303054001034.000
JEFFREY CHARLES C
2564 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003027.000
JOHNSON HOLLIE CATHERINE
2916 GASLIGHT LN W
MOBILE, AL 36695

R023303081003015.000
KBS PROPERTIES LLC C/O TERRY & HOLLY STEWART
2812 GASLIGHT LN W
MOBILE, AL 36695

R023303054001042.000
KNOTTS TABITHA & TRENT JOHNSON
6708 HARNESS WAY
MOBILE, AL 36695

R023303081003046.095
LAMBERT JAMES R JR
2905 VALLEY DALE DR
MOBILE, AL 36695

R023303054001031.000
LEPRE LYNDELL JOSEPH JR & THERESA LYNNE
2550 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.024
LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS
6770 BILTMORE CT
MOBILE, AL 36695

R023303082000001.043
MARTIN ESTELLE A
6812 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002086.000
MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS
6620 HORSEMAN'S CIR
MOBILE, AL 36695

R023303054001035.000
DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON
2570 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003008.000
MOORE MICHAEL B & DENISE C
6612 GASELIGHT LANE N
MOBILE, AL 36695

R023303081003046.097
JOHNSON LATERRIA
2913 VALLEY DALE DR
MOBILE, AL 36695

R023303054001069.000
KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER
2600 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001040.000
KOVAL RICKY & ROSEMARY
2592 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001096.000
LEAVER VERONICA L
2575 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001030.005
LIBERTY REAL ESTATE LLC
2735 BENNINGTON DR
MOBILE, AL 36695

R023303053000007.012
MALLIPEDDI VISHWANTH REDDY
2817 CHURCHBELL CT
MOBILE, AL 36695

R023303054001045.000
MARVEL KIM D
2604 ANTEBELLUM DR
MOBILE, AL 36695

R023303081003046.099
MCGUIRE MARY S C/O MCGUIRE MARY S
2921 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.044
MILLER THERESA F PROVINCE
6808 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001044.000
MORRISSETTE CAROLYN
856 S DEARBORN ST
MOBILE, AL 36603

R023303081002057.001
JONES BRYANT M & KERI M SPARKS
6616 GATEWOOD DR
MOBILE, AL 36695

R023303053000001.005
KIRBY PROPERTIES L L C
7060 AIRPORT BLVD
MOBILE, AL 36608

R023303081003013.000
LAMBERT GEORGE T & GERALDINE Y
2804 GASLIGHT LN W
MOBILE, AL 36609

R023303054001055.01
LEE BROOKS FRANCIS & MORGAN LEIGH ODEN
6705 HITCHING POST
MOBILE, AL 36695

R023303081003022.000
LIEBLING IRWIN & CARLA J
2840 GASLIGHT LANE W
MOBILE, AL 36695

R023303053000001.032-034 & 30.004
MARR THOMAS M JR
PO BOX 82
POINT CLEAR, AL 36564

R023303053000007.010
MATHEWS CRAIG & DEBORAH
2809 CHURCHBELL CT
MOBILE, AL 36695

R023303054001066.000
MCKNIGHT JAMES P JR & BONNIE R
2609 ANTEBELLUM DR
MOBILE, AL 36609

R023303082000001.045
MILLER WILLIAM EUGENE JR
6804 GARDEN RIDGE
MOBILE, AL 36695

R023303054001092.000
MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE
2591 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002059.000
MUDREAC CLAUDIU L & CARNELIA
2905 W GASLIGHT LN
MOBILE, AL 36605

R023303081002089.000
NGUYEN PHUOC VAN C/O PLUMLEE
JEFFREY & SARAH PLUMLEE
6817 N GASLIGHT LN N
MOBILE, AL 36695

R023303054001054.000
OVERSTREET JEFFERY S
6716 HITCHING POST CT
MOBILE, AL 36695

R023303081003029.000
PERCIVAL CHRISTINE
2924 GASLIGHT LN W
MOBILE, AL 36695

R023303081003002.000
POLIZZI KRISTINA E
6717 HITCHING POST CT
MOBILE, AL 36695

R023303054001095.000
POWELL APRIL L
2579 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002074.000
RASCH KAREN M
2809 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.005
RICHBOURG BRANDY N
6816 COVENTRY COURT
MOBILE, AL 36695

R023303081002060.000
RUSH GEORGE F
6609 DEVONDALE CT
MOBILE, AL 36695

R023303053000007.009
MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC
2805 CHURCHBELL CT
MOBILE, AL 36695

R023303081003019.000
HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS
2828 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.007
OWLER JOHN F & THERESA M
6817 COVENTRY CT
MOBILE, AL 36695

R023303054001094.000
PEREZ JONATHAN H & ANNE PEREZ
2583 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003014.000
POLK JOHN WAYNE & NANCY L
2808 GASLIGHT LANE WEST
MOBILE, AL 36695

R023303054001068.000
PRESLEY RANDAL G & HANNAH J PRESLEY
6707 HARNESS WAY
MOBILE, AL 36695

R023303082000001.037
RHYNE MELISSA J C/O RHYNE MELISSA J
6809 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002064.000
ROBERTSON PAMELA B
2833 GASLIGHT LANE W
MOBILE, AL 36695

R023303081002075.000
SAMUELS DORIS B
6625 HORSEMAN'S CIR
MOBILE, AL 36695

R023303082000001.036
NELSON DAVID G JR
6805 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001052.000
OUTLAW SUSAN JACKSON
6708 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.000
PEOPLES BANK OF ALABAMA THE
C/O VEE SERVICES INC
11700 PRESTON RD # 660-193
DALLAS, TX 75230

R023303083000001.002
PHAN AMY
600 SHALIMAR RD
MOBILE, AL 36609

R023303082000001.030
PORTER DARRYL R & SONYA PORTER
2800 CHURCHBELL DR
MOBILE, AL 36695

R023303082000001.053, 54 & 67
RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN
151 SCHILLINGER RD S
MOBILE, AL 36608

R023303054001067.000
RANKIN ANNA MARIE
P O BOX 190854
MOBILE, AL 36619

R023303053000006.000
RICHARDSON RAYFORD J & VICKI H RICHARDSON
2821 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.020
ROWLAND JAMES B & MARTHA E
6754 BILTMORE CT
MOBILE, AL 36695

R023303054001028.000
SANCHEZ APRIL V
6700 OLD DOBBIN DRIVE N
MOBILE, AL 36695

R023303081003046.098
SCOTT DESIREE L
2917 VALLEY DALE DR
MOBILE, AL 36695

R023303082000001.029
SELLERS DANIEL C JR & CHRISTIE T
4351 ORTEGA FOREST DR
JACKSONVILLE, FL 32210

R023303054001026.000
SHELTON BRAD A & TERRI A
6636 OLD DOBBIN DR N
MOBILE, AL 36695

R023303082000002.000 & 5.000
SOLLIE ROAD DEVELOPMENT LLC
C/O LYNN NOLEN CONST. INC
3800 SOLLIE RD
MOBILE, AL 36619

R023303082000001.046
STEPHENS CAROL M
2912 VALLEYDALE DR
MOBILE, AL 36695

R023303082000001.018
THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE
6825 WINDSOR COURT
MOBILE, AL 36695

R023303053000001.029
UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN
6751 BILTMORE CT
MOBILE, AL 36695

R023303082000001.086
UNO DEVELOPMENT LLC
P O BOX 1040
MAGNOLIA SPRINGS, AL 36555

R023303081003017.000
VOLOSHIK JAMES J & CONNIE L
2820 GASLIGHT LANE W
MOBILE, AL 36695

R023303054001032.000
WASHINGTON MORGAN V & ANDREW WASHINGTON
2556 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.042
SCOTT MICHAEL C & CECILIA L SCOTT
6816 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001037.000
SELLERS JAMES DURDEN
2578 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001038.000
SMITH JOHN E & ELAINE A SMITH
2584 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.019
STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN
2504 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303082000001.041
THOMANN ERIC C & CARRIE A
6820 GARDEN RIDGE CT
MOBILE, AL 36695

R023303053000007.011
UMBREIT NICOLETTE
2813 CHURCHBELL CT
MOBILE, AL 36695

R023303081003003.000
VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI
6713 HITCHING POST CT
MOBILE, AL 36695

R023303082000001.040
WALKER DAWN
6821 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002088.000
WATTS WILLIAM H & PATRICIA M
6621 GASLIGHT LN N
MOBILE, AL 36695

R023303054001101.000
SECRETARY OF HOUSING & URBAN DEV. C/O GUTIERREZ GROUP LLC
3575 PIEDMONT RD NE
ATLANTA, GA 30305

R023303082000001.038
SHAMBURGER SHARRON
6813 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.017
SMITH TONY LEE
6820 WINDSOR CT
MOBILE, AL 36695

R023303081003009.000
SPARKMAN JOSHUA D & LORI J SPARKMAN
6616 GASLIGHT LN N
MOBILE, AL 36695

R023303054001049.000
RON G & JACQUELINE G STUMP
8147 YORKHAVEN RD
MOBILE, AL 36695

R023303054001030.002
TREBESH THOMAS ROBERT REVOCABLE TRUST
5519 SPOONFLOWER DR
PENSACOLA, FL 32526

R023303053000001.028
UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD
6755 BILTMORE CT
MOBILE, AL 36695

R023303054001098.01
CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRIS & HAILEY MCLEOD
2205 ANGELCREEK CT
JACKSONVILLE, FL 32221

R023303081003028.000
WASHINGTON LAMAR R
P O BOX 501063
MOBILE, AL 36605

R023303053000001.025
WESLEY MARZELLA
6767 BILTMORE CT
MOBILE, AL 36695

R023303081002065.000
TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST
2825 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.027
ZUSCHKE CHRISTEN A & ANGELA A
2829 CHURCHBELL CT
MOBILE, AL 36695

R023303054001029.000
WIDDOWS RICHARD W & SHIRLEY M
6704 OLD DOBBIN DR N
MOBILE, AL 36695

R023303053000007.007
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A
1600 S DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME	Benchmark Homes Group, LLC
SUBDIVISION NAME	Preserve at Milkhouse Creek Subdivision
LOCATION	6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
CITY COUNCIL DISTRICT	District 6
PRESENT ZONING	R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District
PROPOSED ZONING	R-1, Single-Family Residential District
AREA OF PROPERTY	122 Lots / 83.9± Acres
CONTEMPLATED USE	Subdivision approval to create 122 single-family residential lots; and Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	In phases, 18-24 months between each phase
ENGINEERING COMMENTS	

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX.
C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way.
D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr.
E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available.
F. Sheet 2 of 3 – Label each and every Common Area.
G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way.
H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'.
I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance.
J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods.
K. Label the different Common Areas on each of the three (3) sheets.
L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath the Common Area label.
M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT.
O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create 122 lots from several metes-and-bounds parcels and Rezoning from R-1, Single-Family Residential District, R-2, Two Family Residential and B-1, Buffer-Business District to R-1, Single-Family Residential District.

The site has been given a Low Density Residential land use designation per the Future Land Use Plan and Map, adopted by the Planning Commission at its May 18, 2017 meeting. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting. 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.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

The applicant submitted the following information:

INTRODUCTION/SUMMARY

This narrative is provided in support of the proposed Preserve at Milkhouse Creek subdivision, a 122 lot, single- family subdivision, pursuant to City of Mobile, Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E. In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Rezoning	City Council	City of Mobile Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E	The proposed property is currently split zoned with B-1, R-1 and R-2. The owner is applying for a rezone of all listed parcels to R-1, which will allow for a uniform zoning within the proposed single-family subdivision.

PRESENT AND PROPOSED ZONING

Tax Parcel No.	Current Zoning	Proposed Zoning
R023303053000001.042	B-1	R-1
R023303054001030.02	Split Zoned R-1&R-2	R-1
R023303053000007	Split Zoned R-1&R-2	R-1
R023303082000001	Split Zoned R-1&R-2	R-1
R023303081003046	Split Zoned R-1&R-2	R-1
R023303053000007.013	R-2	R-1
R023303054001030	R-2	R-1

PROPERTY LOCATION

Property is located between the Carriage Hills subdivision and Charleston Oaks subdivision. Milkhouse Creek runs along the western property boundary with Old Dobbin Drive accessing the northern portion and Valley Dale Drive accessing the southern portion.

SITE DESCRIPTION

The proposed project request to rezone 83.9 acres of property that is located within the City limits of Mobile. The property is currently split zoned B-1, R-1, and R-2. This rezone request will rezone the 83.9 acres to a uniform zoning of R-1 that will allow for a 122-lot single-family subdivision development.

The property had a wetlands delineation performed by EcoSolutions back in 2018. The report indicates the site has approximately 35 acres of jurisdictional wetlands located on the property

EXISTING CONDITIONS/STRUCTURES

The 83.9 acre property that is being requested for rezoning is currently woods and has some wetland areas along the creek banks. The site has roughly 70' of relief as it slopes from the existing Carriage Hills subdivision west down to Milkhouse Creek. The wetlands delineation of the site indicates that there are protected features located on the property along the creek banks. There are existing stormwater and sanitary sewer structures conveying runoff and sewage from the adjacent developed public right-of-ways across

the subject property, which will be rerouted and design included in the subdivision construction plans to be submitted during the preliminary plat subdivision process with the City of Mobile.

PROPERTY BACKGROUND

The current property owner purchased the property back in 2017. The property carried the split zonings of B-1, R-1, and R-2 at the time of purchase. The property has remained vacant since that period. A rezoning request was previously brought before the Planning Commission in 2020 for rezoning to R-1 and was approved. After the rezoning approval the project progression was delayed due to the need for resolution of differences with City Council members, City Staff, adjacent property owners, and developer. These have been resolved but the previous rezoning approval has since sunset, so the rezoning of the project is being reapplied for.

TIME SCHEDULE

The proposed subdivision is scheduled to be constructed in three phases, with each phase buildout being roughly separated by 1.5 to 2 years. Future economic activity will determine lot consumption which will ultimately control the timing of each phase of this subdivision. The anticipated lot count for each phase is as follows: Phase 1 – 49 lots, Phase 2 – 31 lots, and Phase 3 – 42 lots.

There is a detailed history associated with the site which was originally assigned an R-A, Residential-Agricultural District classification upon adoption of the current Zoning Ordinance in 1967. In 1980, an area was rezoned from R-A to R-1 and most of the site was rezoned from R-A to R-2; however, there was a condition associated with both rezonings which denies direct access to Carriage Hills. This condition prohibits direct access to the site via Old Dobbin Drive, Harness Way and Creekline Drive; thus, all access to the site (based on the current conditions) must be via Blue Ridge Boulevard and Valley Dale Road. The small B-1 district was created in 1988.

In June 2020, the site was the subject of a Rezoning from R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-1, Buffer Business District, to R-1, Single-Family Residential. The rezoning application was recommended for approval to the City Council by the Planning Commission, but after several public hearings, the applicant withdrew their request from City Council consideration.

The site was also considered for a 49-lot subdivision (ending just south of Harness Way) at the Commission's August 20, 2020 meeting. The application was granted Tentative Approval; however, the Tentative Approval has expired.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The proposed plan calls for 122 lots on 83.9 acres to be developed in three (3) phases. The first phase encompasses approximately 30± acres and extends from the East terminus of Blue Ridge Boulevard and the West terminus of Old Dobbin Drive North, to approximately 250' South of the West terminus of Harness Way. Proposed Phase 2 would then extend to a short distance South of the West terminus of Creekline Drive, and Phase 3 would then extend to the North terminus of Valleydale Drive. The plat illustrates large tracts that will remain as undeveloped Common Areas.

Proposed streets are labeled to have compliant 50-foot rights-of-way and cul-de-sacs are indicated to have a compliant 120-foot diameter; if approved, these dimensions should be retained on the Final Plat. Corner lots are indicated to have compliant 25-foot corner radius curves. All lots are indicated to have a compliant 25-foot minimum building setback from the street frontages, except along side streets where a 20-foot setback is noted (and is compliant with Zoning Ordinance requirements); this information should be retained on the Final Plat.

A site date table is provided for phase 1 which illustrates the average lot size as 11,966 square feet, with the smallest lot proposed as 9,278 square feet. Each lot has this information as well, in both square feet and acres, and should be retained on the Final Plat. This information will also be required for Phases 2 and 3. As submitted, all lots exceed the minimum area required for an individual lot.

As submitted, the site contains several easements and there is a note on the Tentative Plat stating that no structures shall be constructed or placed within any easement without the permission of the easement holder; this note should be retained on the Final Plat.

A large portion of the site consists of Common Areas. There is a note on the preliminary plat stating that all proposed detention facilities, common areas and wetlands shall be the responsibility of the property owner(s) and not the responsibility of the City of Mobile. This note should be revised on the Final Plat to simply state that the maintenance of all Common Areas is the responsibility of the property owners.

As per the Traffic Engineering comments, the driveway number, size, location and design are to be approved by Traffic Engineering and conform to AASHTO standards; there is a note on the Tentative Plat stating such, which should be retained on the Final Plat.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

While the three current zoning classifications would allow for R-1 use, the entire site is proposed to be rezoned to R-1 to eliminate the possibility of split zoning on any of the lots, standardize the allowances within a single-family residential subdivision and to remove conditions associated with the existing zoning districts, such as denial of access to the existing street stubs in Carriage Hills.

Removal of this condition allows for proper connectivity via the existing street stubs to distribute traffic via five (5) access points rather than concentrating traffic onto two (2) streets (Blue Ridge and Valley Dale).

While none of the four (4) conditions as stated above were cited in the application to support the rezoning, the property is proposed to be subdivided into single-family lots. This would indicate that over the course of time that the rezoning is necessary and desirable to continue the development of single-family homes, and that the subdivision of land into building (home) sites makes the reclassification of the land necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way width label for all streets on the Final Plat;
2) retention of the 25' minimum building setback line along all street frontages on the Final Plat;
3) retention of each lot with its size in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) revision of Note #10 concerning structures in easements to state on the Final Plat that no structures shall be constructed or placed within any easement without permission of the easement holder;
5) revision of Note #14 concerning the maintenance of detention facilities, common areas and wetlands to state on the Final Plat that the maintenance of all Common Areas is the responsibility of the property owner(s);
6) compliance with the Engineering comments: *A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX. C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way. D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr. E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available. F. Sheet 2 of 3 – Label each and every Common Area. G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way. H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'. I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance. J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods. K. Label the different Common Areas on each of the three (3) sheets. L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath*

the Common Area label. M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.;

7) placement of a note on the Final Plat stating the Traffic Engineering comments: (*A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.)*;
8) compliance with the 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.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior the approval of the Final Plat.

Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

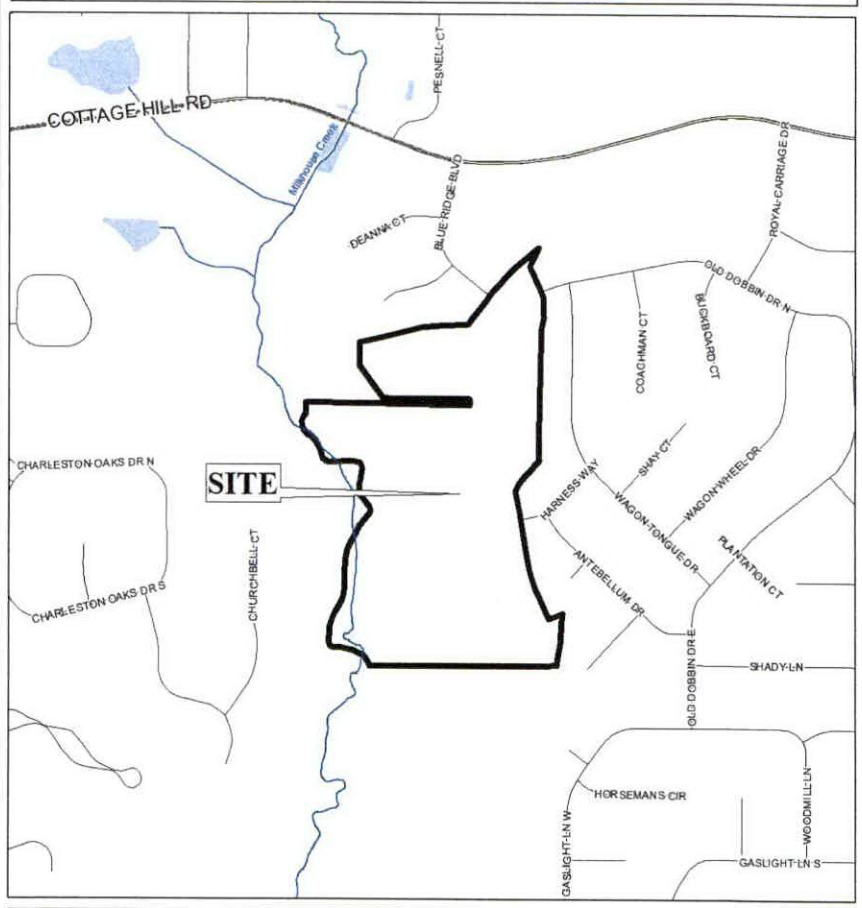
The approval should be subject to the following conditions:

1) Full compliance with the Engineering Comments (*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. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

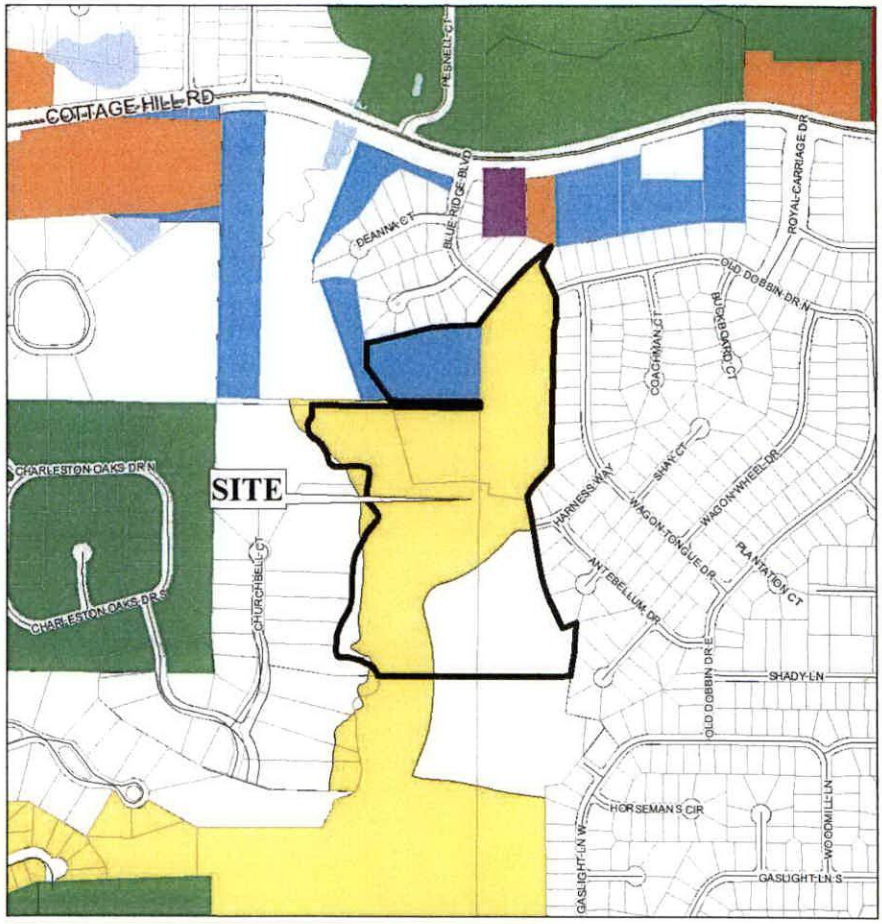
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE September 1, 2022

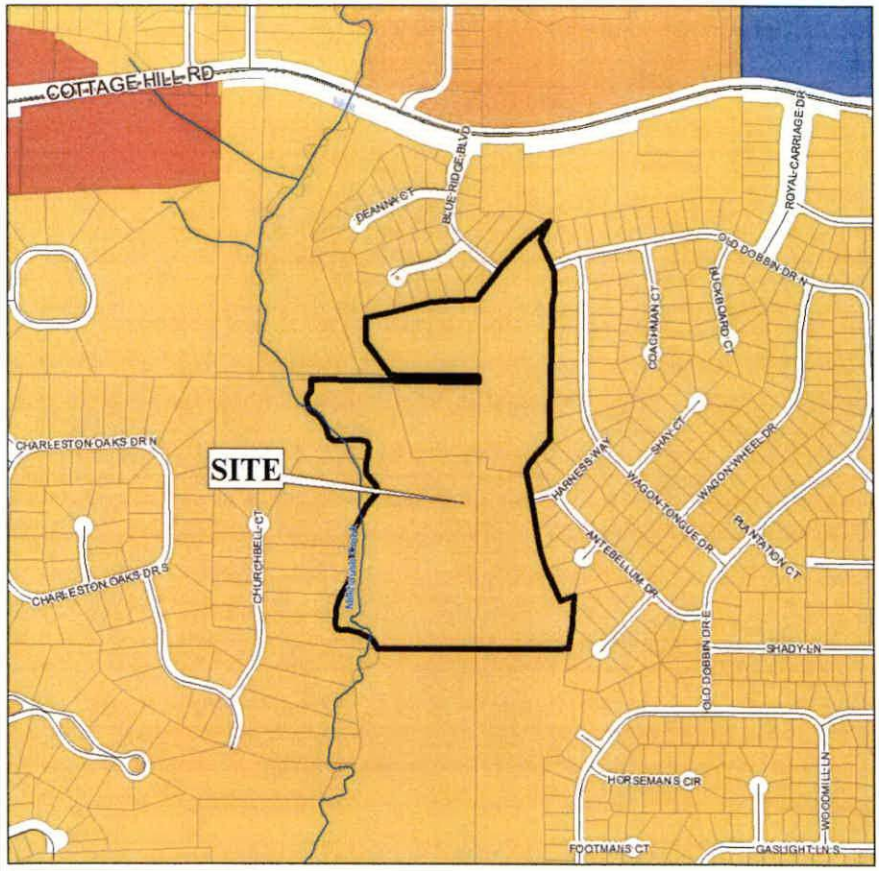
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

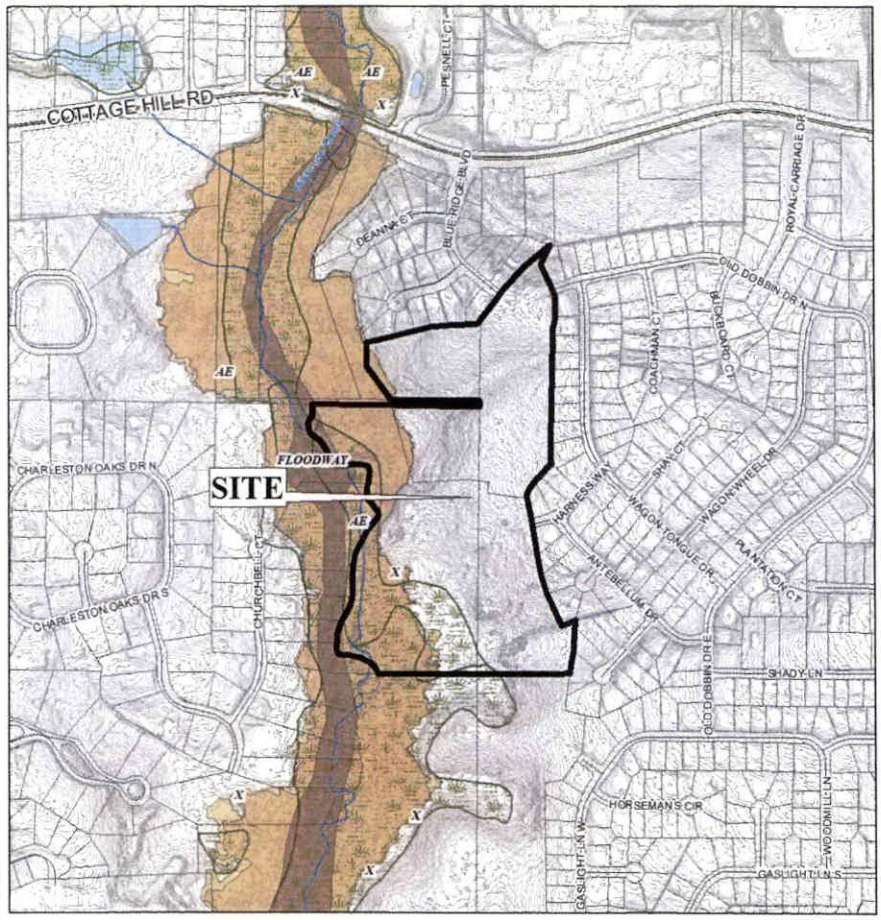
REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

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	

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by single family residential units.

APPLICATION NUMBER 6 DATE September 1, 2022

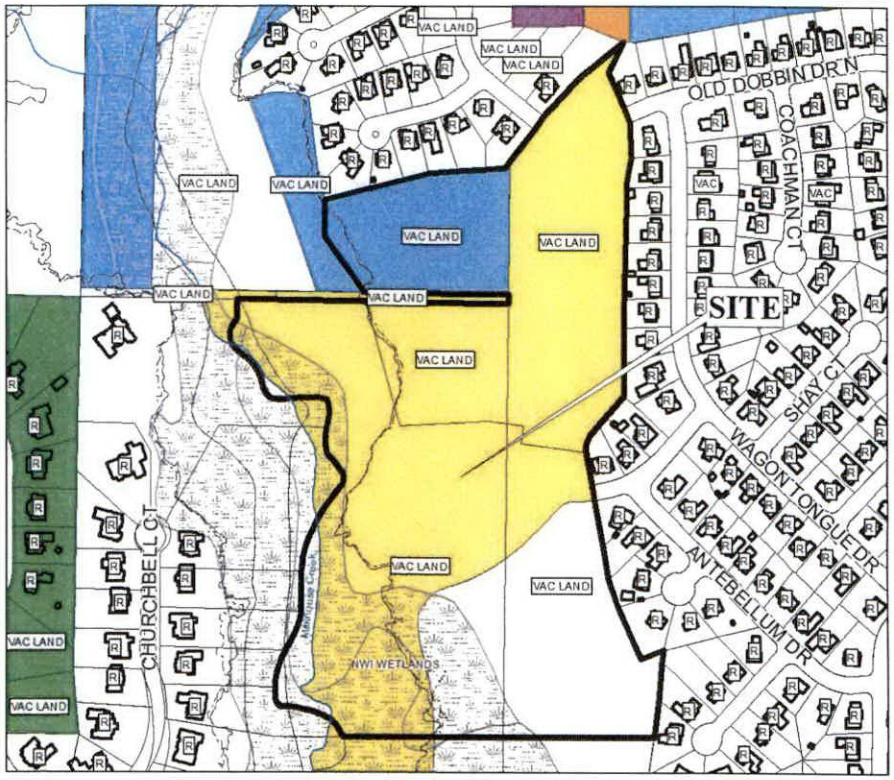
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

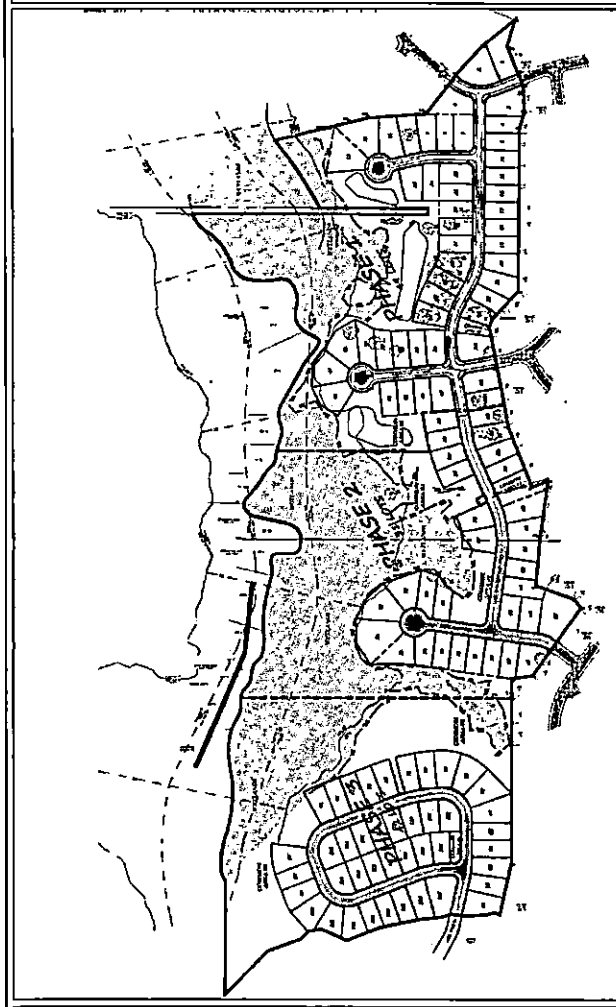
REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

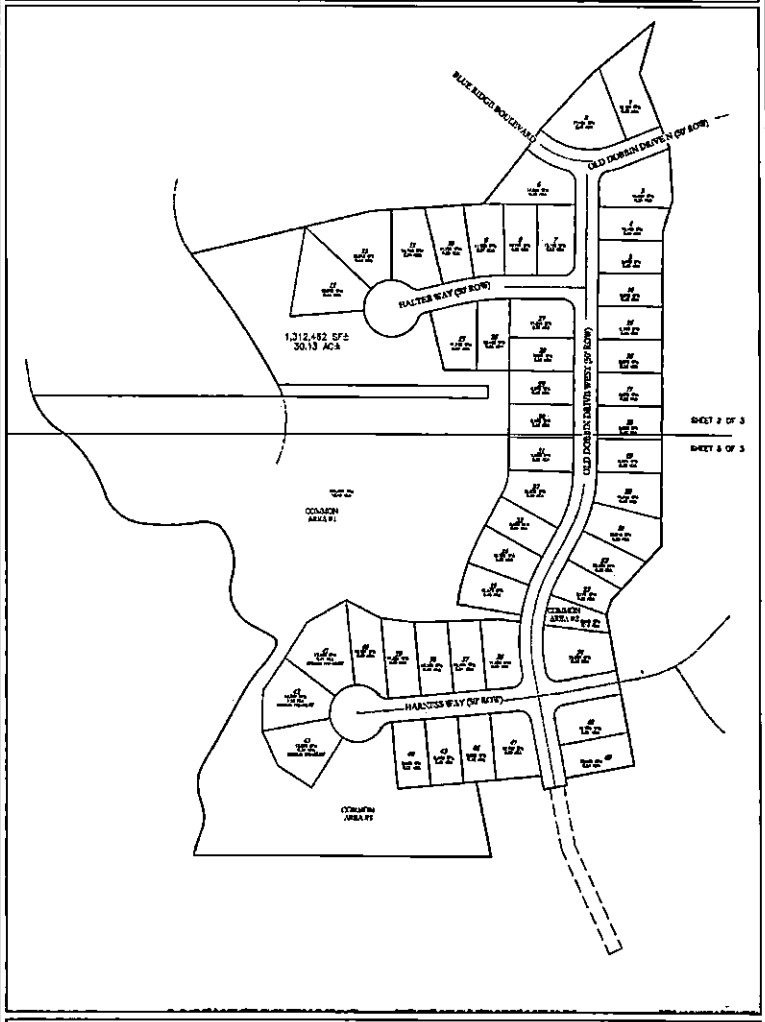
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

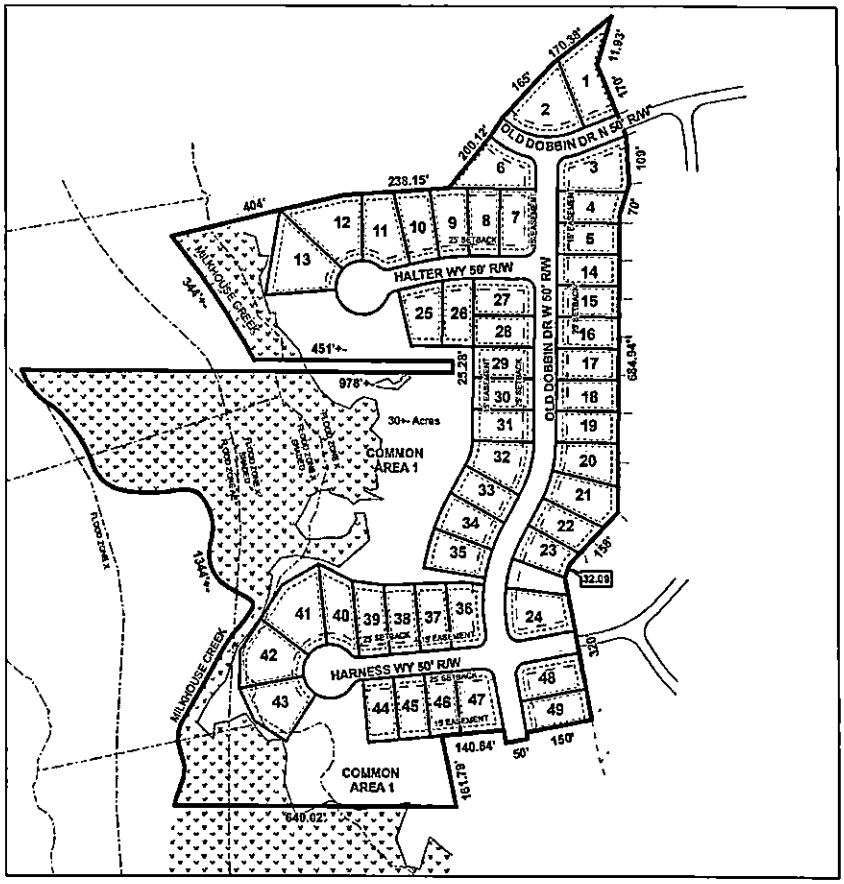
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

Application For:

Rezoning Request

For

The Preserve at Milkhouse Creek
Mobile, AL

July 28, 2022

Applicant:

Benchmark Homes Group, LLC, LLC
1290 Main St., Ste. E
Daphne, AL 36526
251-421-2467

Prepared by:

Post Office Box 1929
Fairhope, AL 36533
PHONE: (251) 928-3443

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Appendix C	Adjacent Property Owners Map, List & 5160 Labels
Appendix D	Utility Will Serve Letters
Appendix E	Legal Description
Appendix F	Conceptual Site and Phasing Plan
Appendix G	Traffic Impact Study

INTRODUCTION/SUMMARY

This narrative is provided in support of the proposed Preserve at Milkhouse Creek subdivision, a 122 lot, single-family subdivision, pursuant to City of Mobile, Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E. In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Rezoning	City Council	City of Mobile Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E	The proposed property is currently split zoned with B-1, R-1 and R-2. The owner is applying for a rezone of all listed parcels to R-1, which will allow for a uniform zoning within the proposed single-family subdivision.

PRESENT AND PROPOSED ZONING

Tax Parcel No.	Current Zoning	Proposed Zoning
R023303053000001.042	B-1	R-1
R023303054001030.02	Split Zoned R-1&R-2	R-1
R023303053000007	Split Zoned R-1&R-2	R-1
R023303082000001	Split Zoned R-1&R-2	R-1
R023303081003046	Split Zoned R-1&R-2	R-1
R023303053000007.013	R-2	R-1
R023303054001030	R-2	R-1

PROPERTY LOCATION

Property is located between the Carriage Hills subdivision and Charleston Oaks subdivision. Milkhouse Creek runs along the western property boundary with Old Dobbin Drive accessing the northern portion and Valley Dale Drive accessing the southern portion.

SITE DESCRIPTION

The proposed project request to rezone 83.9 acres of property that is located within the City limits of Mobile. The property is currently split zoned B-1, R-1, and R-2. This rezone request will rezone the 83.9 acres to a uniform zoning of R-1 that will allow for a 122-lot single-family subdivision development.

The property had a wetlands delineation performed by EcoSolutions back in 2018. The report indicates the site has approximately 35 acres of jurisdictional wetlands located on the property

EXISTING CONDITIONS/STRUCTURES

The 83.9 acre property that is being requested for rezoning is currently woods and has some wetland areas along the creek banks. The site has roughly 70' of relief as it slopes from the existing Carriage Hills subdivision west down to Milkhouse Creek. The wetlands delineation of the site indicates that there are protected features located on the property along the creek banks. There are existing stormwater and sanitary sewer structures conveying runoff and sewage from the adjacent developed public right-of-ways across the subject property, which will be rerouted and design included in the subdivision construction plans to be submitted during the preliminary plat subdivision process with the City of Mobile.

PROPERTY BACKGROUND

The current property owner purchased the property back in 2017. The property carried the split zonings of B-1, R-1, and R-2 at the time of purchase. The property has remained vacant since that period. A rezoning request was previously brought before the Planning Commission in 2020 for rezoning to R-1 and was approved. After the rezoning approval the project progression was delayed due to the need for resolution of differences with City Council members, City Staff, adjacent property owners, and developer. These have been resolved but the previous rezoning approval has since sunset, so the rezoning of the project is being reapplied for.

TIME SCHEDULE

The proposed subdivision is scheduled to be constructed in three phases, with each phase buildout being roughly separated by 1.5 to 2 years. Future economic activity will determine lot consumption which will ultimately control the timing of each phase of this subdivision. The anticipated lot count for each phase is as follows: Phase 1 – 49 lots, Phase 2 – 31 lots, and Phase 3 – 42 lots.

PROJECT TEAM AND CONTACT INFORMATION

Developer/Owner:	**Benchmark Homes Group, LLC** 1290 Main St., Ste. E, Daphne, AL 36526 (251) 421-2467 Bobbie Radcliff, Managing Member bobby@brickhome.net
Civil Engineer:	**JADE Consulting, LLC** 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443 Perry C. "Trey" Jinright III, P.E., LEED AP tjinright@jadengineers.com Lee Rambo, Designer lrambo@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor:	**Smith, Clark & Associates, LLC.** P.O. Box 7082 Spanish Fort, AL 36577 Office: (251) 626-0404 Daniel Clark, P.L.S. danny@smithclarkllc.com

Appendix A Rezoning Application

Print Form

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **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) COPIES** of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

☒ **Zoning Change** $ 100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval** $ 150.00 (non-profit $ 50.00)

☐ **Planned Unit Development** $ 150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost***)*

1. Applicant: Benchmark Homes Group LLC
(if other than owner, must furnish written authorization from owner)
Full Address: 1290 Main St., Ste. E, Daphne, AL 36526
Telephone: 251-421-2467

2. Owner: Benchmark Homes Group, LLC
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. See attached

4. Attach a copy of the legal description and parcel number of the property in question. See attached
(Parcel Number)

5. Present Zoning: See attached Proposed Zoning: R-1

6. Area of property, sq. ft. or acres: 83.9 AC

7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

8. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

9. **Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

10. **SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

11. **TREES:** Are there any 24-inch diameter or larger trees on the site? ☒ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☒ **YES** ☐ **NO**

12. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).

13. **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.

DATE: 7/30/2021 **APPLICANT'S SIGNATURE:** [signature]

Form 150LU008, Jan 2011

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 rezoning or Planning 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.

DATE: 7/3/2025 **APPLICANT'S SIGNATURE:** _____

CHECKLIST
(ZON, PUD, PLA)

CSS — SEVEN (7) COPIES OF COMPLETED APPLICATION

YES — LEGAL DESCRIPTION OF SITE IN QUESTION (FROM DEED OR SURVEY, NOT A TAX ASSESSMENT DESCRIPTION)

YES — PARCEL NUMBER OF SITE IN QUESTION

YES — DETAILED DESCRIPTION OF PROPOSAL

CSS — SEVEN (7) COPIES OF SITE PLAN SHOWING ALL INFORMATION LISTED ON THE APPLICATION (DRAWN TO SCALE)

CSS — DIGITAL COPY OF SITE PLAN (DXF or DWG - AutoCAD 2007 compatible)

YES — ALL TREES 24" AND LARGER SHOWN ON PLAN

YES — ADDRESS LABELS FOR PROPERTY OWNERS WITHIN 300 FT.; ADDRESS LABEL FOR APPLICANT; AND, IF APPLICANT AND OWNER DIFFER, ADDRESS LABEL FOR OWNER

BILLED — FIRST-CLASS POSTAGE FEE FOR EACH PROPERTY OWNER, APPLICANT AND/OR OWNER. (PLEASE DO NOT SUBMIT ADDRESSED ENVELOPES OR POSTAGE STAMPS)

BILLED — NOTIFICATION FEE ($ 1.00) PER MAILING LABEL

CSS — ONE PHOTOCOPY OF ADDRESS LABELS

YES — SIGNATURE OF PROPERTY OWNER OR LETTER AUTHORIZING APPLICANT TO SUBMIT APPLICATION

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

IF YOU HAVE ANY QUESTIONS
PLEASE CALL (251) 208-5895

"NOTIFICATION REQUIREMENTS

Effective January 1, 2007, ALL property ownership information provided for notification MUST be verified through Probate Court records. This new policy, which is the result of an Alabama Court Decision, will ensure proper legal notification of the current owner if the property has sold since the last assessment records. It is the applicant's responsibility to verify this information; and failure to do so may cause delays in processing or a decision by the Planning Commission or Board of Zoning Adjustment."

Appendix B Proof of Ownership (Tax Assessors Report)

Mobile Property Search

Key Number: 1099625 For Year 2020

Map

Property Details

Account	
Key Number:	1099625
Legal Description:	COMG AT THE SE COR OF THE NE 1/4 OF THE SW 1/4 OF SEC 5 T5S R2W TH RUN S 368 FT (S) TO POB TH CONT S 958 FT (S) TO S/L OF SEC 5 TH RUN W 498 FT(S) TO C/L OF MILK- HOUSE CREEK TH RUN NLY ALG MEAND OF CREEK TO APT ON N/L OF THE SE 1/4 OF THE SW 1/4 OF SEC 5 TH RUN E 400 FT(S) TH SELY 398 FT(S) TH ELY 275 FT(S) TH SELY 58 FT (S) TOP POB #SEC 05 T5S R2W #MP33 03 05 3 000
Parcel Number:	3303053000007XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC AN ALABAMA LLC
Mailing Address:	1290 MAIN ST STE # E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	16.5	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$89,100	$89,100	$17,820
2018	$0	$89,100	$89,100	$17,820
2017	$0	$89,100	$89,100	$17,820
2016	$0	$89,100	$89,100	$17,820
2015	$0	$89,100	$89,100	$17,820
2014	$0	$89,100	$89,100	$17,820
2013	$0	$89,100	$89,100	$0
2012	$0	$89,100	$89,100	$0
2011	$0	$89,100	$89,100	$0
2010	$0	$89,100	$89,100	$17,820
2009	$0	$89,100	$89,100	$17,820
2008	$0	$89,100	$89,100	$17,820

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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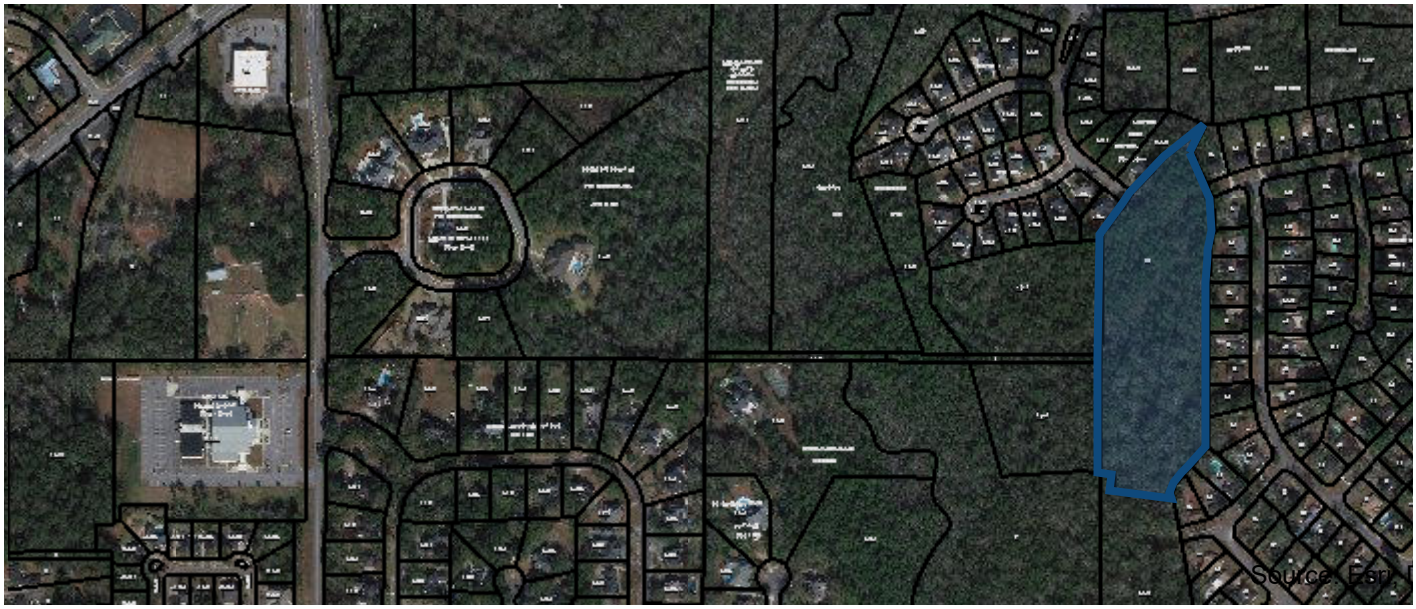
Mobile Property Search

Key Number: 1099938 For Year 2019

Map



Property Details

Account	
Key Number:	1099938
Legal Description:	BEG AT SE COR LOT 1 COASTAL S/D MBK 47/48 TH RUN N 405 FT(S) TH RUN NELY 915 FT(S) TH NE COR OF LOT 27 ASHVILLE UNIT ONE MBK 66 PG 111 TH SWLY 111.98 FT TH SELY 168 FT(S) TH SLY 109.05 FT TH SWLY 70 FT TH SLY 655 FT TO NE COR OF LOT 24 TH SWLY 165 FT(S) TH SLY 32.09 FT TH SELY 20 FT(S) TH WLY 205 FT(S) TH NLY 55 FT(S) TH 50 FT TH N 450 FT (S) TO POB #SEC 05 T5S R2W #MP33 03 05 4 001
Parcel Number:	3303054001030XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$0
Land Value:	$150,500
Appraised Value:	$150,500
Taxable Value:	$150,500
Assessed Value:	$30,100

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for

accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	STATE	6.500000	$30,100	$195.65
14	SCHOOL	14.000000	$30,100	$421.40
14	FOREST	0.000000	$0	$0.00
14	DIST SCHOOL	15.500000	$30,100	$466.55
14	COUNTY	20.500000	$30,100	$617.05
14	CITY	7.000000	$30,100	$210.70

Total Millage Rate: 63.500000

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	8.6	0.00	0.00	0.00	$150,500	$0

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$150,500	$150,500	$30,100
2018	$0	$150,500	$150,500	$30,100
2017	$0	$150,500	$150,500	$30,100
2016	$0	$150,500	$150,500	$30,100
2015	$0	$150,500	$150,500	$30,100
2014	$0	$150,500	$150,500	$30,100
2013	$0	$150,500	$150,500	$0
2012	$0	$150,500	$150,500	$0
2011	$0	$150,500	$150,500	$0
2010	$0	$150,500	$150,500	$30,100
2009	$0	$150,500	$150,500	$30,100
2008	$0	$150,500	$150,500	$30,100

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254
5/17/2007	MULTIPLE PARCELS	$300,000			Land & Bldg	6197-1537
9/10/2003	MULTIPLE PARCELS	$300,000			Land & Bldg	WD5458-1373

DISCLAIMER

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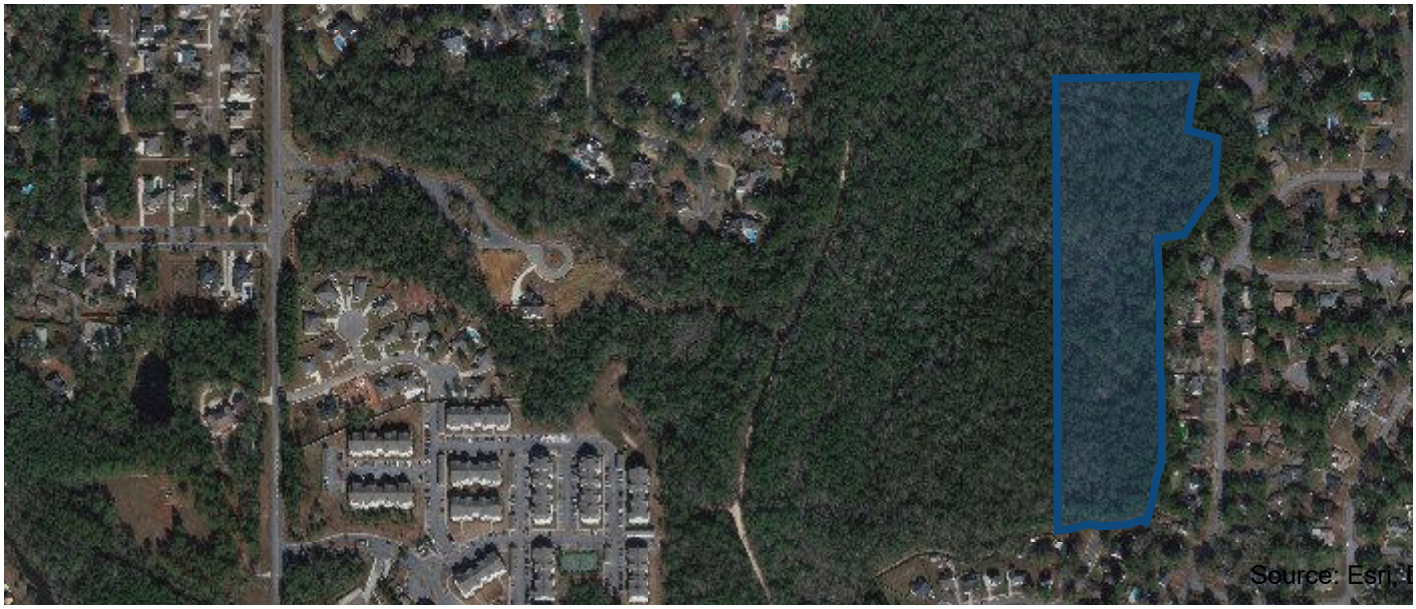
Mobile Property Search

Key Number: 1109428 For Year 2020

Map



Property Details

Account	
Key Number:	1109428
Legal Description:	BEG NW COR OF NE 1/4 SEC 08 T5S R2W TH E ALG N/L 450 FT TO NW COR OF CARRIAGE HILLS UNIT 4 SUB TH S 185 FT TH SELY 100 FT(S) TH S 193.29 FT TH SW 170 FT(S) TH W 85 FT TH S 760 FT(S) TH SW 210 FT(S) TH NW 23.28 FT TH SW 37.8 FT TH SW 100.40 FT TH NW 38 FT TH SW 45.53 FT TH SWLY 56 FT(S) TH N ALG W/L SD NE 1/4 OF SD SEC TO POB #SEC 08 T5S R2W #MP33 03 08 1 003
Parcel Number:	3303081003046XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

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Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	17	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$127,500	$127,500	$25,500
2018	$0	$127,500	$127,500	$25,500
2017	$0	$127,500	$127,500	$25,500
2016	$0	$127,500	$127,500	$25,500
2015	$0	$127,500	$127,500	$25,500
2014	$0	$127,500	$127,500	$25,500
2013	$0	$127,500	$127,500	$0
2012	$0	$127,500	$127,500	$0
2011	$0	$127,500	$127,500	$0
2010	$0	$127,500	$127,500	$25,500
2009	$0	$127,500	$127,500	$25,500
2008	$0	$127,500	$127,500	$25,500

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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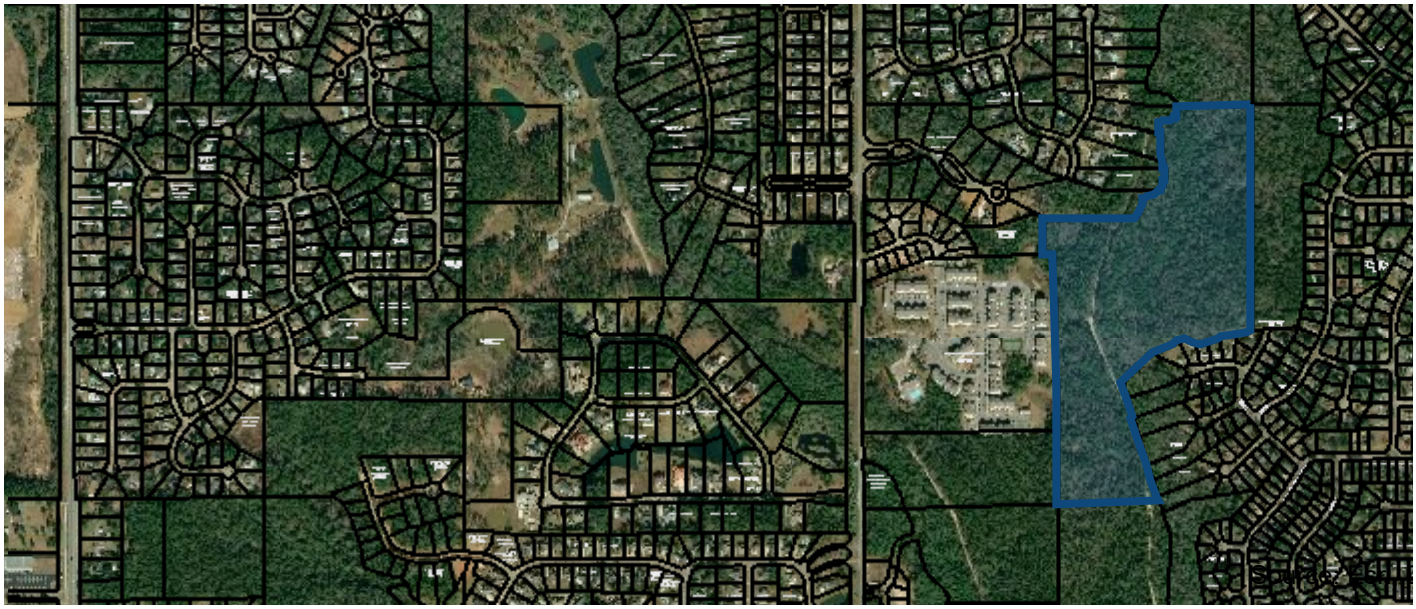
Mobile Property Search

Key Number: 1110318 For Year 2020

Map



Property Details

Account	
Key Number:	1110318
Legal Description:	COMM AT SW COR OF LOT 15 SHADOWCREEK MBK 84/40 TH E 387.97 FT TH SE 340.04 FT TH ELY 227.35 FT TH RUN NELY 263.19 FT TH RUN SELY 69.80 FT TO THE POB TH RUN E 615 FT(S) TH RUN NELY ALG THE MEANDERINGS OF MILKHOUSE CREEK A DIST OF 927 FT(S) TH RUN E 500 FT(S) TH RUN S 1515 FT(S) TH RUN WLY ALG THE N/L OF CHELSEA UNIT TWO MBK 58/121 TO THE NW COR OF LOT 6 OF SD S/D TH RUN SELY 828 FT(S) TH RUN W 690 FT(S) TH RUN N 1677 FT(S) TH RUN W 63.01 FT TH RUN N 276.71 FT TO THE POB
Parcel Number:	3303082000001XXX
Type:	Real
Property Class:	2
Location	
Address:	SOLLIE RD & COTTAGE HILL RD MOBILE, AL 36695
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	50	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$300,000	$300,000	$60,000
2018	$0	$300,000	$300,000	$60,000
2017	$0	$300,000	$300,000	$60,000
2016	$0	$300,000	$300,000	$60,000
2015	$0	$300,000	$300,000	$60,000
2014	$0	$300,000	$300,000	$0
2013	$0	$300,000	$300,000	$0
2012	$0	$300,000	$300,000	$0
2011	$0	$300,000	$300,000	$60,000
2010	$0	$300,000	$300,000	$60,000
2009	$0	$356,400	$356,400	$71,280
2008	$0	$570,000	$570,000	$114,000

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
6/1/2017		$33,000	VESSMENT HOLDINGS LLC	THOMSON L L C	Land	7517-409
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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Mobile Property Search

Key Number: 1099956 For Year 2020

Map

Property Details

Account	
Key Number:	1099956
Legal Description:	BEG AT THE SW COR OF THE SW 1/4 OF THE SE 1/4 OF SEC 5 T5S R2W TH RUN N 958 FT(S) TH RUN SELY 50 FT(S) TH SW- LY 55 FT(S) TH SELY 205 FT (S) TO W/L OF LOT 26 TH RUN SLY 390 FT(S) TH SELY 263 FT(S) TH ELY 75 FT(S) TH SLY 268 FT(S) TO S/L OF SEC 5 TH RUN W 468 FT(S) TO POB #SEC 05 T5S R2W #MP33 03 05 4 001
Parcel Number:	330305400103002X
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	7.4	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$55,500	$55,500	$11,100
2018	$0	$55,500	$55,500	$11,100
2017	$0	$55,500	$55,500	$11,100
2016	$0	$55,500	$55,500	$11,100
2015	$0	$55,500	$55,500	$11,100
2014	$0	$55,500	$55,500	$11,100
2013	$0	$55,500	$55,500	$0
2012	$0	$55,500	$55,500	$0
2011	$0	$55,500	$55,500	$0
2010	$0	$55,500	$55,500	$11,100
2009	$0	$55,500	$55,500	$11,100
2008	$0	$55,500	$55,500	$11,100

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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Mobile Property Search

Key Number: 2645089 For Year 2020

Map

Property Details

Account	
Key Number:	2645089
Legal Description:	COMG AT THE SE COR OF THE NE 1/4 OF THE SW 1/4 TH RUN N 25 FT TO POB TH CONT N 405 FT(S) TH SWLY 25 FT(S) TH WLY 238.07 FT TH CONT WLY 335.05 FT TH S 115 FT TH SELY 208 FT(S) TH E 450 FT(S) TO POB #SEC 05 T5S R2W #MP33 03 05 3 000
Parcel Number:	3303053000001042
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	4	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$24,000	$24,000	$4,800
2018	$0	$24,000	$24,000	$4,800
2017	$0	$24,000	$24,000	$4,800
2016	$0	$24,000	$24,000	$4,800
2015	$0	$24,000	$24,000	$4,800
2014	$0	$24,000	$24,000	$4,800
2013	$0	$24,000	$24,000	$0
2012	$0	$24,000	$24,000	$0
2011	$0	$24,000	$24,000	$0
2010	$0	$24,000	$24,000	$4,800
2009	$0	$24,000	$24,000	$4,800
2008	$0	$24,000	$24,000	$4,800

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254
5/17/2007	MULTIPLE PARCELS	$300,000			Land & Bldg	6197-1537
9/10/2003	MULTIPLE PARCELS	$300,000			Land & Bldg	WD5458-1373

DISCLAIMER

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Mobile Property Search

Key Number: 2655371 For Year 2020

Map

Property Details

Account	
Key Number:	2655371
Legal Description:	BEG AT SE COR OF NE 1/4 OF SW 1/4 OF SEC 5 T5S R2W TH RUN S 368 FT(S) TH RUN NW- LY 58FT(S) TH RUN W-LY 275 FT(S) TH NW-LY 398 FT(S) TH RUN E 445 FT(S) TO POB #SEC 05 T5S R2W #MP33 03 05 3 000
Parcel Number:	3303053000007013
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	3.3	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$19,800	$19,800	$3,960
2018	$0	$19,800	$19,800	$3,960
2017	$0	$19,800	$19,800	$3,960
2016	$0	$19,800	$19,800	$3,960
2015	$0	$19,800	$19,800	$3,960
2014	$0	$19,800	$19,800	$3,960
2013	$0	$19,800	$19,800	$0
2012	$0	$19,800	$19,800	$0
2011	$0	$19,800	$19,800	$0
2010	$0	$19,800	$19,800	$3,960
2009	$0	$19,800	$19,800	$3,960
2008	$0	$19,800	$19,800	$3,960

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254
5/17/2007	MULTIPLE PARCELS	$300,000			Land & Bldg	6197-1537
9/10/2003		$0			Land & Bldg	WD5458-1373

DISCLAIMER

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Appendix C Adjacent Property Owners Map, List

R023303053000001.021
AFZALIRAD ALI & CHARITY MASON
6758 BILTMORE CT
MOBILE, AL 36695

R023303081003016.000
ANGELIDIS ALEXANDER PAUL &
RENEE J LLAUGET
2816 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.040
ASHEVILLE HOMEOWNERS
ASSOCIATION INC A CORPORATION
PO BOX 9291
MOBILE, AL 36691

R023303081002073.000
BEASLEY KYLE
2813 GASLIGHT LN W
MOBILE, AL 36695

R023303081002072.000
BETHUNE GEORGE E & TYRONNDA
1321 TOMOKA TOWN CENTER DR
APT 110
DAYTONA BEACH, FL 32117

R023303081003018.000
BOSCO RICHARD A
2824 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.006
BROOKS TRE R
6820 COVENTRY COURT
MOBILE, AL 36695

R023303053000001.043 & .044
CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE, AL 36693

R023303082000001.064
CHARLESTON APT. OF MOBILE LLC
116 ONE MADISON PLAZA STE 2100
MADISON, MS 39110

R023303081003024.000
COLEMAN ANTONIO D
2904 GASLIGHT LN W
M0BILE, AL 36695

R023303054001099.000
ALFARO JORGE & SILVA YADIERA
2559 WAGON TONGUE DR S
MOBILE, AL 36609

R023303053000001.022
ANSARI SANA S
6762 BILTMORE CT
MOBILE, AL 36695

R023303082000001.028
BAKER JUDY M AS SOLE TRUSTEE
2801 CHURCHBELL DR
MOBILE, AL 36695

BENCHMARK HOMES GROUP LLC
2212 MAIN ST
DAPHNE, AL 36526

R023303081003001.000
BLOOM DONALD A & NEDRA W
6721 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.026
BOUDREAUX HARRY
6763 BILTMORE COURT
MOBILE, AL 36695

R023303054001098.000
BURROUGHS BRUCE JOHN
8305 REIDY CT
MOBILE, AL 36695

R023303054001100.000
STEVEN M & VANESSA H CHAPPELL
C/O ANDREA & JOSEPH TARNECKI
2555 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.001
CHARLESTON OAKS HOMEOWNERS
ASSOCIATION INC
PO BOX 9434
MOBILE, AL 36691

R023303054001047.000
COORS JESSI PAIGE KELLEY
6704 THOROUGHBRED CT
MOBILE, AL 36695

R023303054001046.000
ANDERS RICHARD DEAN & VINCENT
ALLEN MILLER
2608 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000001.023
ARNOLD LARRY J & DIANNE C
ARNOLD
6766 BILTMORE CT
MOBILE, AL 36693

R023303082000001.026
BALL CLARENCE M JR &
CHARLESETTA
1 SOUTHERN WAY
MOBILE, AL 36619

R023303054001055.000
BOLTZ SHERRY L & JOSEPH H
BOOKER
6709 HITCHING POST CT
MOBILE, AL 36695

R023303081003020.000
BRIGGS ANTHONY & DEBRA L
2832 W GASLIGHT LANE
MOBILE, AL 36695

R023303054001048.000
BUTLER BRUCE & ANGELA BUTLER
30229 WESTMINISTER GATES DR
SPANISH FORT, AL 36527

R023303053000001.030
COCHRAN SAMUEL M & SABRINA L
COCHRAN
6747 BILTMORE CT
MOBILE, AL 36695

R023303081003012.000
CRENSHAW DAPHIAN V & LEANNA
CRENSHAW
2800 GASLIGHT LN W
MOBILE, AL 36695

R023303054001030.006
CUMBEST PAM
2828 COTSWOLD CT
KELLER, TX 76248

R023303054001030.003
DAVIS WALTER FRANK II C/O WALKER LATORIA J
2517 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303054001039.000
DELFIERRO ROSS & ANICIA DELFIERRO
605 CHELSEA DR E
MOBILE, AL 36608

R023303081003046.096
EDWARDS CECIL W & JOANN
2909 VALLEY DALE DR
MOBILE, AL 36695

R023303054001027.000
FECAS MICHAEL P & MARIE FECAS
6640 OLD DOBBIN DR N
MOBILE, AL 36695

R023303081003026.000
GREER DAVID
2912 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.027
GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY
13575 LYNAM DR
OMAHA, NE 68138

R023303054001048.01
HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD
6709 THOROUGHBRED CT
MOBILE, AL 36695

R023303081003010.000
HOLLEY ANDREA MOBLEY
6620 GASLIGHT LN N
MOBILE, AL 36695

R023303082000001.039
HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH
6817 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001097.000
CUNNINGHAM TANYA C/O RATLEDGE EDWIN
2571 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001036.000
DAY MARVIN E & KELLEY C
2574 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.001
DUDLEY ERIC JOHN & DEBRA LEE
2908 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.035
ELLIFF DARYL & BRENDA ELLIFF
6801 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001051.000
FERRY ROBERT R & CAROL
6704 HITCHING POST COURT
MOBILE, AL 36695

R023303054001093.000
GREGORY JIMMY TERRELL & REBECCA C
2587 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003033.000
GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI
6617 GATEWOOD DR
MOBILE, AL 36695

R023303081003011.000
HAYNES RONALD H & LUCY G
6624 GASLIGHT LN N
MOBILE, AL 36695

R023303054001043.000
HOLT EDDIE & SHEILA HOLT
6712 HARNESS WAY
MOBILE, AL 36695

R023303054001033.000
JACOBS PEGGY M
2560 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001050.000
DAMRON DENVER L & ALEXIS G
2624 ANTEBELLUM DRIVE
MOBILE, AL 36695

R023303054001041.000
DEBLAEY MATTHEW L
6704 HARNESS WAY
MOBILE, AL 36695

R023303053000001.031
DYAL SHAHRZAD & EVAN DYAL
2516 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303081003025.000
EVANS CORA L
2908 GASLIGHT LANE W
MOBILE, AL 36695

R023303081003021.000
FREY ALICE LOUISE
2836 W GASLIGHT LN
MOBILE, AL 36695

R023303054001053.000
GRIFFITH DAWN
6712 HITCHING POST CT
MOBILE, AL 36695

R023303081002087.000
HARKINS CHARLES G & ELIZABETH HARKINS
6624 HORSEMANS CIR
MOBILE, AL 36695

R023303081003023.000
HENN JEFFREY D & KAREN E
2900 GASLIGHT LANE
MOBILE, AL 36695

R023303054001025.000
HUNTER LARRY JR
6632 OLD DOBBIN DR N
MOBILE, AL 36695

R023303054001034.000
JEFFREY CHARLES C
2564 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003027.000
JOHNSON HOLLIE CATHERINE
2916 GASLIGHT LN W
MOBILE, AL 36695

R023303081003046.097
JOHNSON LATERRIA
2913 VALLEY DALE DR
MOBILE, AL 36695

R023303081002057.001
JONES BRYANT M & KERI M SPARKS
6616 GATEWOOD DR
MOBILE, AL 36695

R023303081003015.000
KBS PROPERTIES LLC C/O TERRY & HOLLY STEWART
2812 GASLIGHT LN W
MOBILE, AL 36695

R023303054001069.000
KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER
2600 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.005
KIRBY PROPERTIES L L C
7060 AIRPORT BLVD
MOBILE, AL 36608

R023303054001042.000
KNOTTS TABITHA & TRENT JOHNSON
6708 HARNESS WAY
MOBILE, AL 36695

R023303054001040.000
KOVAL RICKY & ROSEMARY
2592 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003013.000
LAMBERT GEORGE T & GERALDINE Y
2804 GASLIGHT LN W
MOBILE, AL 36609

R023303081003046.095
LAMBERT JAMES R JR
2905 VALLEY DALE DR
MOBILE, AL 36695

R023303054001096.000
LEAVER VERONICA L
2575 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001055.01
LEE BROOKS FRANCIS & MORGAN LEIGH ODEN
6705 HITCHING POST
MOBILE, AL 36695

R023303054001031.000
LEPRE LYNDELL JOSEPH JR & THERESA LYNNE
2550 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001030.005
LIBERTY REAL ESTATE LLC
2735 BENNINGTON DR
MOBILE, AL 36695

R023303081003022.000
LIEBLING IRWIN & CARLA J
2840 GASLIGHT LANE W
MOBILE, AL 36695

R023303053000001.024
LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS
6770 BILTMORE CT
MOBILE, AL 36695

R023303053000007.012
MALLIPEDDI VISHWANTH REDDY
2817 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.032-034 & 30.004
MARR THOMAS M JR
PO BOX 82
POINT CLEAR, AL 36564

R023303082000001.043
MARTIN ESTELLE A
6812 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001045.000
MARVEL KIM D
2604 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000007.010
MATHEWS CRAIG & DEBORAH
2809 CHURCHBELL CT
MOBILE, AL 36695

R023303081002086.000
MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS
6620 HORSEMAN'S CIR
MOBILE, AL 36695

R023303081003046.099
MCGUIRE MARY S C/O MCGUIRE MARY S
2921 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303054001066.000
MCKNIGHT JAMES P JR & BONNIE R
2609 ANTEBELLUM DR
MOBILE, AL 36609

R023303054001035.000
DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON
2570 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.044
MILLER THERESA F PROVINCE
6808 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.045
MILLER WILLIAM EUGENE JR
6804 GARDEN RIDGE
MOBILE, AL 36695

R023303081003008.000
MOORE MICHAEL B & DENISE C
6612 GASELIGHT LANE N
MOBILE, AL 36695

R023303054001044.000
MORRISSETTE CAROLYN
856 S DEARBORN ST
MOBILE, AL 36603

R023303054001092.000
MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE
2591 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002059.000
MUDREAC CLAUDIU L & CARNELIA
2905 W GASLIGHT LN
MOBILE, AL 36605

R023303081002089.000
NGUYEN PHUOC VAN C/O PLUMLEE JEFFREY & SARAH PLUMLEE
6617 N GASLIGHT LN N
MOBILE, AL 36695

R023303054001054.000
OVERSTREET JEFFERY S
6716 HITCHING POST CT
MOBILE, AL 36695

R023303081003029.000
PERCIVAL CHRISTINE
2924 GASLIGHT LN W
MOBILE, AL 36695

R023303081003002.000
POLIZZI KRISTINA E
6717 HITCHING POST CT
MOBILE, AL 36695

R023303054001095.000
POWELL APRIL L
2579 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002074.000
RASCH KAREN M
2809 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.005
RICHBOURG BRANDY N
6816 COVENTRY COURT
MOBILE, AL 36695

R023303081002060.000
RUSH GEORGE F
6609 DEVONDALE CT
MOBILE, AL 36695

R023303053000007.009
MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC
2805 CHURCHBELL CT
MOBILE, AL 36695

R023303081003019.000
HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS
2828 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.007
OWLER JOHN F & THERESA M
6817 COVENTRY CT
MOBILE, AL 36695

R023303054001094.000
PEREZ JONATHAN H & ANNE PEREZ
2583 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003014.000
POLK JOHN WAYNE & NANCY L
2808 GASLIGHT LANE WEST
MOBILE, AL 36695

R023303054001068.000
PRESLEY RANDAL G & HANNAH J PRESLEY
6707 HARNESS WAY
MOBILE, AL 36695

R023303082000001.037
RHYNE MELISSA J C/O RHYNE MELISSA J
6809 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002064.000
ROBERTSON PAMELA B
2833 GASLIGHT LANE W
MOBILE, AL 36695

R023303081002075.000
SAMUELS DORIS B
6625 HORSEMAN'S CIR
MOBILE, AL 36695

R023303082000001.036
NELSON DAVID G JR
6805 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001052.000
OUTLAW SUSAN JACKSON
6708 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.000
PEOPLES BANK OF ALABAMA THE C/O VEE SERVICES INC
11700 PRESTON RD # 660-193
DALLAS, TX 75230

R023303083000001.002
PHAN AMY
600 SHALIMAR RD
MOBILE, AL 36609

R023303082000001.030
PORTER DARRYL R & SONYA PORTER
2800 CHURCHBELL DR
MOBILE, AL 36695

R023303082000001.053, 54 & 67
RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN
151 SCHILLINGER RD S
MOBILE, AL 36608

R023303054001067.000
RANKIN ANNA MARIE
P O BOX 190854
MOBILE, AL 36619

R023303053000006.000
RICHARDSON RAYFORD J & VICKI H RICHARDSON
2821 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.020
ROWLAND JAMES B & MARTHA E
6754 BILTMORE CT
MOBILE, AL 36695

R023303054001028.000
SANCHEZ APRIL V
6700 OLD DOBBIN DRIVE N
MOBILE, AL 36695

R023303081003046.098
SCOTT DESIREE L
2917 VALLEY DALE DR
MOBILE, AL 36695

R023303082000001.029
SELLERS DANIEL C JR & CHRISTIE T
4351 ORTEGA FOREST DR
JACKSONVILLE, FL 32210

R023303054001026.000
SHELTON BRAD A & TERRI A
6636 OLD DOBBIN DR N
MOBILE, AL 36695

R023303082000002.000 & 5.000
SOLLIE ROAD DEVELOPMENT LLC
C/O LYNN NOLEN CONST. INC
3800 SOLLIE RD
MOBILE, AL 36619

R023303082000001.046
STEPHENS CAROL M
2912 VALLEYDALE DR
MOBILE, AL 36695

R023303082000001.018
THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE
6825 WINDSOR COURT
MOBILE, AL 36695

R023303053000001.029
UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN
6751 BILTMORE CT
MOBILE, AL 36695

R023303082000001.086
UNO DEVELOPMENT LLC
P O BOX 1040
MAGNOLIA SPRINGS, AL 36555

R023303081003017.000
VOLOSHIK JAMES J & CONNIE L
2820 GASLIGHT LANE W
MOBILE, AL 36695

R023303054001032.000
WASHINGTON MORGAN V & ANDREW WASHINGTON
2556 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.042
SCOTT MICHAEL C & CECILIA L SCOTT
6816 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001037.000
SELLERS JAMES DURDEN
2578 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001038.000
SMITH JOHN E & ELAINE A SMITH
2584 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.019
STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN
2504 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303082000001.041
THOMANN ERIC C & CARRIE A
6820 GARDEN RIDGE CT
MOBILE, AL 36695

R023303053000007.011
UMBREIT NICOLETTE
2813 CHURCHBELL CT
MOBILE, AL 36695

R023303081003003.000
VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI
6713 HITCHING POST CT
MOBILE, AL 36695

R023303082000001.040
WALKER DAWN
6821 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002088.000
WATTS WILLIAM H & PATRICIA M
6621 GASLIGHT LN N
MOBILE, AL 36695

R023303054001101.000
SECRETARY OF HOUSING & URBAN DEV. C/O GUTIERREZ GROUP LLC
3575 PIEDMONT RD NE
ATLANTA, GA 30305

R023303082000001.038
SHAMBURGER SHARRON
6813 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.017
SMITH TONY LEE
6820 WINDSOR CT
MOBILE, AL 36695

R023303081003009.000
SPARKMAN JOSHUA D & LORI J SPARKMAN
6616 GASLIGHT LN N
MOBILE, AL 36695

R023303054001049.000
RON G & JACQUELINE G STUMP
8147 YORKHAVEN RD
MOBILE, AL 36695

R023303054001030.002
TREBESH THOMAS ROBERT REVOCABLE TRUST
5519 SPOONFLOWER DR
PENSACOLA, FL 32526

R023303053000001.028
UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD
6755 BILTMORE CT
MOBILE, AL 36695

R023303054001098.01
CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRIS & HAILEY MCLEOD
2205 ANGELCREEK CT
JACKSONVILLE, FL 32221

R023303081003028.000
WASHINGTON LAMAR R
P O BOX 501063
MOBILE, AL 36605

R023303053000001.025
WESLEY MARZELLA
6767 BILTMORE CT
MOBILE, AL 36695

R023303081002065.000
TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST
2825 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.027
ZUSCHKE CHRISTEN A & ANGELA A
2829 CHURCHBELL CT
MOBILE, AL 36695

R023303054001029.000
WIDDOWS RICHARD W & SHIRLEY M
6704 OLD DOBBIN DR N
MOBILE, AL 36695

R023303053000007.007
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A
1600 S DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303053000001.021	AFZALIRAD ALI & CHARITY MASON	6758 BILTMORE CT	MOBILE	AL	36695
R023303054001099.000	ALFARO JORGE & SILVA YADIERA	2559 WAGON TONGUE DR S	MOBILE	AL	36609
R023303054001046.000	ANDERS RICHARD DEAN & VINCENT ALLEN MILLER	2608 ANTEBELLUM DR	MOBILE	AL	36695
R023303081003016.000	ANGELIDIS ALEXANDER PAUL & RENEE J LLAUGET	2816 GASLIGHT LN W	MOBILE	AL	36695
R023303053000001.022	ANSARI SANA S	6762 BILTMORE CT	MOBILE	AL	36695
R023303053000001.023	ARNOLD LARRY J & DIANNE C ARNOLD	6766 BILTMORE CT	MOBILE	AL	36693
R023303053000001.040	ASHEVILLE HOMEOWNERS ASSOCIATION INC A CORPORATION	PO BOX 9291	MOBILE	AL	36691
R023303082000001.028	BAKER JUDY M AS SOLE TRUSTEE	2801 CHURCHBELL DR	MOBILE	AL	36695
R023303082000001.026	BALL CLARENCE M JR & CHARLESETTA	1 SOUTHERN WAY	MOBILE	AL	36619
R023303081002073.000	BEASLEY KYLE	2813 GASLIGHT LN W	MOBILE	AL	36695
R023303053000001.042	BENCHMARK HOMES GROUP LLC	2212 MAIN ST	DAPHNE	AL	36526
R023303053000007.013					
R023303054001030.000					
R023303054001030.02					
R023303081003046.000					
R023303082000001.000					
R023303083000001.000					
R023303053000007.000					
R023303081002072.000	BETHUNE GEORGE E & TYRONNDA	1321 TOMOKA TOWN CENTER DR APT 110	DAYTONA BEACH	FL	32117
R023303081003001.000	BLOOM DONALD A & NEDRA W	6721 HITCHING POST CT	MOBILE	AL	36695
R023303054001055.000	BOLTZ SHERRY L & JOSEPH H BOOKER	6709 HITCHING POST CT	MOBILE	AL	36695
R023303081003018.000	BOSCO RICHARD A	2824 GASLIGHT LN W	MOBILE	AL	36695
R023303053000001.026	BOUDREAUX HARRY	6763 BILTMORE COURT	MOBILE	AL	36695
R023303081003020.000	BRIGGS ANTHONY & DEBRA L	2832 W GASLIGHT LANE	MOBILE	AL	36695
R023303082000001.006	BROOKS TRE R	6820 COVENTRY COURT	MOBILE	AL	36695
R023303054001098.000	BURROUGHS BRUCE JOHN	8305 REIDY CT	MOBILE	AL	36695
R023303054001048.000	BUTLER BRUCE & ANGELA BUTLER	30229 WESTMINISTER GATES DR	SPANISH FORT	AL	36527
R023303053000001.043	CASTRO VICTOR	3370 BRISTLECONE DR	MOBILE	AL	36693
R023303053000001.044					

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303054001100.000	CHAPPELL STEVEN M & VANESSA H CHAPPELL C/O TARNECKI ANDREA MARIE & JOSEPH HENRY TARNECKI	2555 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.064	CHARLESTON APARTMENTS OF MOBILE LLC	116 ONE MADISON PLAZA SUITE 2100	MADISON	MS	39110
R023303053000001.001	CHARLESTON OAKS HOMEOWNERS ASSOCIATION INC	PO BOX 9434	MOBILE	AL	36691
R023303053000001.030	COCHRAN SAMUEL M & SABRINA L COCHRAN	6747 BILTMORE CT	MOBILE	AL	36695
R023303081003024.000	COLEMAN ANTONIO D	2904 GASLIGHT LN W	M0BILE	AL	36695
R023303054001047.000	COORS JESSI PAIGE KELLEY	6704 THOROUGHBRED CT	MOBILE	AL	36695
R023303081003012.000	CRENSHAW DAPHIAN V & LEANNA CRENSHAW	2800 GASLIGHT LN W	MOBILE	AL	36695
R023303054001030.006	CUMBEST PAM	2828 COTSWOLD CT	KELLER	TX	76248
R023303054001097.000	CUNNINGHAM TANYA C/O RATLEDGE EDWIN	2571 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001050.000	DAMRON DENVER L & ALEXIS G	2624 ANTEBELLUM DRIVE	MOBILE	AL	36695
R023303054001030.003	DAVIS WALTER FRANK II C/O WALKER LATORIA J	2517 BLUE RIDGE BLVD	MOBILE	AL	36695
R023303054001036.000	DAY MARVIN E & KELLEY C	2574 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001041.000	DEBLAEY MATTHEW L	6704 HARNESS WAY	MOBILE	AL	36695
R023303054001039.000	DELFIERRO ROSS & ANICIA DELFIERRO	605 CHELSEA DR E	MOBILE	AL	36608
R023303082000001.001	DUDLEY ERIC JOHN & DEBRA LEE	2908 VALLEY DALE DRIVE	MOBILE	AL	36695
R023303053000001.031	DYAL SHAHRZAD & EVAN DYAL	2516 BLUE RIDGE BLVD	MOBILE	AL	36695
R023303081003046.096	EDWARDS CECIL W & JOANN	2909 VALLEY DALE DR	MOBILE	AL	36695
R023303082000001.035	ELLIFF DARYL & BRENDA ELLIFF	6801 GARDEN RIDGE CT	MOBILE	AL	36695
R023303081003025.000	EVANS CORA L	2908 GASLIGHT LANE W	MOBILE	AL	36695
R023303054001027.000	FECAS MICHAEL P & MARIE FECAS	6640 OLD DOBBIN DR N	MOBILE	AL	36695
R023303054001051.000	FERRY ROBERT R & CAROL	6704 HITCHING POST COURT	MOBILE	AL	36695
R023303081003021.000	FREY ALICE LOUISE	2836 W GASLIGHT LN	MOBILE	AL	36695
R023303081003026.000	GREER DAVID	2912 GASLIGHT LN W	MOBILE	AL	36695
R023303054001093.000	GREGORY JIMMY TERRELL & REBECCA C	2587 WAGON TONGUE DR	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303054001053.000	GRIFFITH DAWN	6712 HITCHING POST CT	MOBILE	AL	36695
R023303053000001.027	GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY	13575 LYNAM DR	OMAHA	NE	68138
R023303081003033.000	GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI	6617 GATEWOOD DR	MOBILE	AL	36695
R023303081002087.000	HARKINS CHARLES G & ELIZABETH HARKINS	6624 HORSEMANS CIR	MOBILE	AL	36695
R023303054001048.01	HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD	6709 THOROUGHBRED CT	MOBILE	AL	36695
R023303081003011.000	HAYNES RONALD H & LUCY G	6624 GASLIGHT LN N	MOBILE	AL	36695
R023303081003023.000	HENN JEFFREY D & KAREN E	2900 GASLIGHT LANE	MOBILE	AL	36695
R023303081003010.000	HOLLEY ANDREA MOBLEY	6620 GASLIGHT LN N	MOBILE	AL	36695
R023303054001043.000	HOLT EDDIE & SHEILA HOLT	6712 HARNESS WAY	MOBILE	AL	36695
R023303054001025.000	HUNTER LARRY JR	6632 OLD DOBBIN DR N	MOBILE	AL	36695
R023303082000001.039	HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH	6817 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001033.000	JACOBS PEGGY M	2560 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001034.000	JEFFREY CHARLES C	2564 WAGON TONGUE DR	MOBILE	AL	36695
R023303081003027.000	JOHNSON HOLLIE CATHERINE	2916 GASLIGHT LN W	MOBILE	AL	36695
R023303081003046.097	JOHNSON LATERRIA	2913 VALLEY DALE DR	MOBILE	AL	36695
R023303081002057.001	JONES BRYANT M & KERI M SPARKS	6616 GATEWOOD DR	MOBILE	AL	36695
R023303081003015.000	KBS PROPERTIES LLC C/O STEWART TERRY DUWAYNE & HOLLY PHILLIPS STEWART	2812 GASLIGHT LN W	MOBILE	AL	36695
R023303054001069.000	KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER	2600 WAGON TONGUE DR	MOBILE	AL	36695
R023303053000001.005	KIRBY PROPERTIES L L C	7060 AIRPORT BLVD	MOBILE	AL	36608
R023303054001042.000	KNOTTS TABITHA & TRENT JOHNSON	6708 HARNESS WAY	MOBILE	AL	36695
R023303054001040.000	KOVAL RICKY & ROSEMARY	2592 WAGON TONGUE DR	MOBILE	AL	36695
R023303081003013.000	LAMBERT GEORGE T & GERALDINE Y	2804 GASLIGHT LN W	MOBILE	AL	36609
R023303081003046.095	LAMBERT JAMES R JR	2905 VALLEY DALE DR	MOBILE	AL	36695
R023303054001096.000	LEAVER VERONICA L	2575 WAGON TONGUE DR	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303054001055.01	LEE BROOKS FRANCIS & MORGAN LEIGH ODEN	6705 HITCHING POST	MOBILE	AL	36695
R023303054001031.000	LEPRE LYNDELL JOSEPH JR & THERESA LYNNE	2550 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001030.005	LIBERTY REAL ESTATE LLC	2735 BENNINGTON DR	MOBILE	AL	36695
R023303081003022.000	LIEBLING IRWIN & CARLA J	2840 GASLIGHT LANE W	MOBILE	AL	36695
R023303053000001.024	LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS	6770 BILTMORE CT	MOBILE	AL	36695
R023303053000007.012	MALLIPEDDI VISHWANTH REDDY	2817 CHURCHBELL CT	MOBILE	AL	36695
R023303053000001.032	MARR THOMAS M JR	PO BOX 82	POINT CLEAR	AL	36564
R023303053000001.033					
R023303053000001.034					
R023303054001030.004					
R023303082000001.043	MARTIN ESTELLE A	6812 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001045.000	MARVEL KIM D	2604 ANTEBELLUM DR	MOBILE	AL	36695
R023303053000007.010	MATHEWS CRAIG & DEBORAH	2809 CHURCHBELL CT	MOBILE	AL	36695
R023303081002086.000	MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS	6620 HORSEMAN'S CIR	MOBILE	AL	36695
R023303081003046.099	MCGUIRE MARY S C/O MCGUIRE MARY S	2921 VALLEY DALE DRIVE	MOBILE	AL	36695
R023303054001066.000	MCKNIGHT JAMES P JR & BONNIE R	2609 ANTEBELLUM DR	MOBILE	AL	36609
R023303054001035.000	MILLER DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON	2570 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.044	MILLER THERESA F PROVINCE	6808 GARDEN RIDGE CT	MOBILE	AL	36695
R023303082000001.045	MILLER WILLIAM EUGENE JR	6804 GARDEN RIDGE	MOBILE	AL	36695
R023303081003008.000	MOORE MICHAEL B & DENISE C	6612 GASELIGHT LANE N	MOBILE	AL	36695
R023303054001044.000	MORRISSETTE CAROLYN	856 S DEARBORN ST	MOBILE	AL	36603
R023303054001092.000	MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE	2591 WAGON TONGUE DR	MOBILE	AL	36695
R023303081002059.000	MUDREAC CLAUDIU L & CARNELIA	2905 W GASLIGHT LN	MOBILE	AL	36605
R023303053000007.009	MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC	2805 CHURCHBELL CT	MOBILE	AL	36695
R023303082000001.036	NELSON DAVID G JR	6805 GARDEN RIDGE CT	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303081002089.000	NGUYEN PHUOC VAN C/O PLUMLEE JEFFREY & SARAH PLUMLEE	6617 N GASLIGHT LN N	MOBILE	AL	36695
R023303081003019.000	ORR HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS IN	2828 GASLIGHT LANE W	MOBILE	AL	36695
R023303054001052.000	OUTLAW SUSAN JACKSON	6708 HITCHING POST CT	MOBILE	AL	36695
R023303054001054.000	OVERSTREET JEFFERY S	6716 HITCHING POST CT	MOBILE	AL	36695
R023303082000001.007	OWLER JOHN F & THERESA M	6817 COVENTRY CT	MOBILE	AL	36695
R023303053000001.000	PEOPLES BANK OF ALABAMA THE C/O VEE SERVICES INC	11700 PRESTON RD # 660-193	DALLAS	TX	75230
R023303081003029.000	PERCIVAL CHRISTINE	2924 GASLIGHT LN W	MOBILE	AL	36695
R023303054001094.000	PEREZ JONATHAN H & ANNE PEREZ	2583 WAGON TONGUE DR	MOBILE	AL	36695
R023303083000001.002	PHAN AMY	600 SHALIMAR RD	MOBILE	AL	36609
R023303081003002.000	POLIZZI KRISTINA E	6717 HITCHING POST CT	MOBILE	AL	36695
R023303081003014.000	POLK JOHN WAYNE & NANCY L	2808 GASLIGHT LANE WEST	MOBILE	AL	36695
R023303082000001.030	PORTER DARRYL R & SONYA PORTER	2800 CHURCHBELL DR	MOBILE	AL	36695
R023303054001095.000	POWELL APRIL L	2579 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001068.000	PRESLEY RANDAL G & HANNAH J PRESLEY	6707 HARNESS WAY	MOBILE	AL	36695
R023303082000001.053	RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN	151 SCHILLINGER RD S	MOBILE	AL	36608
R023303082000001.054					
R023303082000001.067					
R023303054001067.000	RANKIN ANNA MARIE	P O BOX 190854	MOBILE	AL	36619
R023303081002074.000	RASCH KAREN M	2809 GASLIGHT LN W	MOBILE	AL	36695
R023303082000001.037	RHYNE MELISSA J C/O RHYNE MELISSA J	6809 GARDEN RIDGE CT	MOBILE	AL	36695
R023303053000006.000	RICHARDSON RAYFORD J & VICKI H RICHARDSON	2821 CHURCHBELL CT	MOBILE	AL	36695
R023303082000001.005	RICHBOURG BRANDY N	6816 COVENTRY COURT	MOBILE	AL	36695
R023303081002064.000	ROBERTSON PAMELA B	2833 GASLIGHT LANE W	MOBILE	AL	36695
R023303053000001.020	ROWLAND JAMES B & MARTHA E	6754 BILTMORE CT	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303081002060.000	RUSH GEORGE F	6609 DEVONDALE CT	MOBILE	AL	36695
R023303081002075.000	SAMUELS DORIS B	6625 HORSEMAN'S CIR	MOBILE	AL	36695
R023303054001028.000	SANCHEZ APRIL V	6700 OLD DOBBIN DRIVE N	MOBILE	AL	36695
R023303081003046.098	SCOTT DESIREE L	2917 VALLEY DALE DR	MOBILE	AL	36695
R023303082000001.042	SCOTT MICHAEL C & CECILIA L SCOTT	6816 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001101.000	SECRETARY OF HOUSING & URBAN DEVELOPMENT C/O GUTIERREZ GROUP LLC	3575 PIEDMONT RD NE	ATLANTA	GA	30305
R023303082000001.029	SELLERS DANIEL C JR & CHRISTIE T	4351 ORTEGA FOREST DR	JACKSONVILLE	FL	32210
R023303054001037.000	SELLERS JAMES DURDEN	2578 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.038	SHAMBURGER SHARRON	6813 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001026.000	SHELTON BRAD A & TERRI A	6636 OLD DOBBIN DR N	MOBILE	AL	36695
R023303054001038.000	SMITH JOHN E & ELAINE A SMITH	2584 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.017	SMITH TONY LEE	6820 WINDSOR CT	MOBILE	AL	36695
R023303082000002.000	SOLLIE ROAD DEVELOPMENT LLC C/O LYNN NOLEN CONSTRUCTION INC	3800 SOLLIE RD	MOBILE	AL	36619
R023303083000005.000	SOLLIE ROAD DEVELOPMENT LLC C/O LYNN NOLEN CONSTRUCTION INC	3800 SOLLIE RD	MOBILE	AL	36619
R023303081003009.000	SPARKMAN JOSHUA D & LORI J SPARKMAN	6616 GASLIGHT LN N	MOBILE	AL	36695
R023303082000001.046	STEPHENS CAROL M	2912 VALLEYDALE DR	MOBILE	AL	36695
R023303053000001.019	STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN	2504 BLUE RIDGE BLVD	MOBILE	AL	36695
R023303054001049.000	STUMP RON G & JACQUELINE G STUMP	8147 YORKHAVEN RD	MOBILE	AL	36695
R023303082000001.018	THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE	6825 WINDSOR COURT	MOBILE	AL	36695
R023303082000001.041	THOMANN ERIC C & CARRIE A	6820 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001030.002	TREBESH THOMAS ROBERT REVOCABLE TRUST	5519 SPOONFLOWER DR	PENSACOLA	FL	32526
R023303053000001.029	UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN	6751 BILTMORE CT	MOBILE	AL	36695
R023303053000007.011	UMBREIT NICOLETTE	2813 CHURCHBELL CT	MOBILE	AL	36695

Property Owners List within 300 feet

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303053000001.028	UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD	6755 BILTMORE CT	MOBILE	AL	36695
R023303082000001.086	UNO DEVELOPMENT LLC	P O BOX 1040	MAGNOLIA SPRINGS	AL	36555
R023303081003003.000	VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI	6713 HITCHING POST CT	MOBILE	AL	36695
R023303054001098.01	VIZOSO CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRISTOPHER & HAILEY MCLEOD	2205 ANGELCREEK CT	JACKSONVILLE	FL	32221
R023303081003017.000	VOLOSHIK JAMES J & CONNIE L	2820 GASLIGHT LANE W	MOBILE	AL	36695
R023303082000001.040	WALKER DAWN	6821 GARDEN RIDGE CT	MOBILE	AL	36695
R023303081003028.000	WASHINGTON LAMAR R	P O BOX 501063	MOBILE	AL	36605
R023303054001032.000	WASHINGTON MORGAN V & ANDREW WASHINGTON	2556 WAGON TONGUE DR	MOBILE	AL	36695
R023303081002088.000	WATTS WILLIAM H & PATRICIA M	6621 GASLIGHT LN N	MOBILE	AL	36695
R023303053000001.025	WESLEY MARZELLA	6767 BILTMORE CT	MOBILE	AL	36695
R023303081002065.000	WHITESIDE THOMAS M JR AS TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST	2825 GASLIGHT LANE W	MOBILE	AL	36695
R023303054001029.000	WIDDOWS RICHARD W & SHIRLEY M	6704 OLD DOBBIN DR N	MOBILE	AL	36695
R023303053000007.007	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A	1600 S DOUGLASS RD STE 200-A	ANAHEIM	CA	92806
R023303082000001.027	ZUSCHKE CHRISTEN A & ANGELA A	2829 CHURCHBELL CT	MOBILE	AL	36695

Appendix D Utility Will Serve Letters

From:	McClain, Phyllis
To:	Sherry Ruth; Richardson, Venus
Cc:	Montgomery, James E.
Subject:	RE: Old Dobbin Drive Will Serve Letter
Date:	Monday, July 29, 2019 4:20:35 PM
Attachments:	Form - NEW - WW Capacity Assurance Instructions & Application 01-01-2018.doc.pdf

Good Afternoon Sherry,

So sorry for the delay in responding to your request! MAWSS ***does*** have water & sewer in this area ***but*** our mains would need to be extended to serve your proposed project. The plan review process will be required as well and as part of that you all are welcome to submit a Capacity Application (attached) which will determine if the MAWSS system can provide the sanitary sewer service you will need.

If you have further questions please let us know.

Thanks,

Phyllis C. McClain
Mapping & Connections
251-694-9424
4725 Moffett Road
Mobile, Al 36618
pmcclain@mawss.com

"CONFIDENTIALITY NOTICE: This e-mail message and any accompanying data or files are confidential and may contain privileged information intended only for the named recipient(s). If you are not the intended recipient(s), you are hereby notified that the dissemination, distribution, and/or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at the e-mail address above, delete this e-mail from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client work product or other applicable privilege.**"**

From: Sherry Ruth [mailto:sruth@jadengineers.com]
Sent: Monday, July 29, 2019 11:22 AM
To: Richardson, Venus; McClain, Phyllis
Subject: RE: Old Dobbin Drive Will Serve Letter

Good morning, we are trying to find out if MAWSS provides water & sewer to our site?

Thanks,

Sherry Ruth
JADE Consulting, LLC
208 North Greeno Road, Suite C
Fairhope, AL 36532
251.928.3443 Office | 251.928.3665 Fax
sruth@jadengineers.com | www.jadengineers.com

From: Sherry Ruth
Sent: Wednesday, July 24, 2019 9:47 AM
To: VRICHARDSON@mawss.com; PMCCLAIN@mawss.com
Subject: FW: Old Dobbin Drive Will Serve Letter

Would you send me a screen shot of where your lines are located at this site?

RE: Subdivision
west Mobile off Old Dobbin Drive
Mobile, AL
Parcel Numbers:
R023303082000001
R023303081003046
R023303054001030.02
R023303053000007
R023303053000007.013
R023303054001030
R023303053000001.042

We are requesting a Will Serve Letter or Letter of Service Availability for the proposed referenced property, attached is an concept for your review. Please review and indicate where your utility line is located from the proposed site or send a map of the locations. Also, could you have someone have your utilities marked on-site?

Please send a formal letter on your letter head stating whether you provide one of the following services at this site and if there are any required easements or any fees?

- Water – Size and location of nearest main
- Sewer – Size and location of nearest main
- Electric – How many phases
- Gas
- Phone

Thanks,

Sherry Ruth
JADE Consulting, LLC
208 North Greeno Road, Suite C
Fairhope, AL 36532
251.928.3443 Office | 251.928.3665 Fax
sruth@jadengineers.com | www.jadengineers.com

From: Lee Rambo <lrambo@jadengineers.com>
Sent: Tuesday, July 23, 2019 9:18 AM
To: palombo@cityofmobile.org

Cc: Trey Jinright <tjinright@jadengineers.com>; Sherry Ruth <sruth@jadengineers.com>
Subject: Pre Development Meeting

Mr. Frank,

We would like to please schedule a pre development meeting for a proposed subdivision over in west Mobile off Old Dobbin Drive. Possibly one day this week, if your schedule allows.

The attached is a preliminary concept showing overall connection intent for the meeting discussion.

Parcel Numbers:
R023303082000001
R023303081003046
R023303054001030.02
R023303053000007
R023303053000007.013
R023303054001030
R023303053000001.042

Thanks.

Lee Rambo
JADE Consulting, LLC.
251.928.3443 (office)
251.209.9891 (cell)

6396 Airport Blvd
Mobile, AL 36608

July 23, 2019

Sherry Ruth
Jade Consulting, LLC
208 North Greeno Rd, Suite C
Fairhope, AL 36532

RE: Subdivision

West Mobile off Old Dobbin Drive

Mobile, AL

Parcel Numbers: R023303082000001, R023303081003046, R023303054001030.02, R023303053000007, R023303053000007.013, R023303054001030, R023303053000001.042

Dear Ms. Ruth:

This is to advise you that Alabama Power Company will provide permanent electric service to the proposed referenced project. An aid-to-construction cost may be required for an underground service or any cost that exceeds the estimated annual revenue of the proposed project.

Our ability to provide this service will be contingent upon Alabama Power Company obtaining the necessary rights-of-way. Once your development plans are finalized, please provide our office with a site plan and the electrical requirements in order for our Engineering Department to begin the design of the system to provide you with electrical service.

If you have any questions, please contact me at (251) 434-5659.

Sincerely,

Josh Aikens
Distribution Engineer

Appendix E Legal Description

2017033841 1/6
Bk: LR7521 Pg:754
Document Type: D

Mobile County,Alabama
Bk: LR7521 Pg:754
filed on : 06/19/2017 09:11:46 AM
Don Davis, Probate Judge
Deed Tax : $44.00
Mortgage Tax: $.00
Mineral Tax : $.00
No Tax : $.00
Judge Fee : $.00
SR Fee: $2.00
Surcharge Fee: $10.00
Recording Fee: $16.00
Total : $72.00

2017033841
Bk: LR7521 Pg:754

[redacted]

This instrument prepared by:
Candace D. Johnson, Esq.
3315-B Old Shell Road
Mobile, Alabama 36607
(251) 476-1270

STATE OF ALABAMA
COUNTY OF MOBILE

TGA17-0046

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THOMSON, L.L.C.**, an Alabama limited liability company ("Grantor"), for and in consideration of the sum of [redacted] and other good and valuable consideration to said Grantor in hand paid by **BENCHMARK HOMES GROUP, LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto Grantee, that certain real property situated, lying and being in the County of Mobile, State of Alabama, as is more particularly described to wit (the "Property"):

PARCEL A:

Commencing at a point on the East line of the Northeast Quarter of the Southwest Quarter of Section 5, Township 5 South Range 2 West, Mobile County, Alabama where it is intersected by the South Right of Way line of a 40 foot service road South of and parallel with Cottage Hill Road, said point being the Northeast corner of Ashville, Unit One, according to plat recorded in Map Book 66 Page 111 of the Probate Court records of Mobile County, Alabama, run South 00 degrees 09 minutes 20 seconds West along the Eastern boundary of Ashville, Unit One 280.70 feet to a point; thence continuing along said Eastern boundary of Ashville, Unit One run North 89 degrees 18 minutes 55 seconds East 221.41 feet to a point; thence continuing along said Eastern boundary run South 68 degrees 34 minutes 44 seconds East 130.86 feet to the Northwest corner of Carriage Hills, Unit Two, according to plat recorded in Map Book 24, Page 92 of the aforementioned Probate Court records of Mobile County, Alabama, said point being the POINT OF BEGINNING of the property herein described; thence along the Western boundary of said Carriage Hills, Unit Two, run as follows: South 16 degrees 14 minutes 47 seconds West 111.93 feet, South 22 degrees 30 minutes 13 seconds East 170.00 Feet, South 04 degrees 24 minutes 43 seconds East 109.05 feet, South 17 degrees 08 minutes 07 seconds West 70.0 feet, South 00 degrees 08 minutes 07 seconds West 665.10 feet to the Northwest corner of Carriage Hills, Unit Four, according to plat recorded in Map Book 26 Page 31 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Western boundary of said Carriage Hills Unit Four, run as follows: South 42 degrees 38 minutes 07 seconds West 158.00 feet South 19 degrees 08 minutes 51 seconds West 32.09 feet, South 11 degrees 06 minutes 39 seconds East 170.0 feet, South 00 degrees 36 minutes 39 seconds East 250.0 feet, South 21 degrees 36 minutes 39 seconds East 260 feet, North 69 degrees

08 minutes 38 seconds East 71.40 feet, South 08 degrees 15 minutes 32 seconds West 225.00 feet, South 04 degrees 45 minutes 32 seconds West 205.00 feet to the Southwest corner of said Carriage Hills, Unit Four; thence along the Southern boundary of said Carriage Hills, Unit Four, run South 71 degrees 14 minutes 28 seconds East 170.00 feet to the Northwest corner of Carriage Hills, Unit Five according to plat recorded in Map Book 26 Page 51 of the aforementioned Probate Court records of Mobile County Alabama; thence along the western boundary of said Carriage Hills, Unit Five, run South 39 degrees 05 minutes 43 seconds East 44.49 feet to the Northwest Corner of Carriage Hills, Unit six according to plat recorded in Map Book 26 Page 109 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Western boundary of said Carriage Hills, Unit Six, run as follows: South 35 degrees 47 minutes 57 seconds West 344.67 feet, South 82 degrees 11 minutes 57 seconds West 84.95 feet, South 00 degrees 12 minutes 03 seconds East 750.00 feet, South 13 degrees 00 minute 57 seconds West 215.05 feet to the Northeast corner of Chelsea, Unit Two, according to plat recorded in Map Book 58 Page 121 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Northern boundary of said Chelsea, Unit Two run as follows; North 67 degrees 58 minutes 45 seconds West 23.28 feet, South 73 degrees 23 minute 36 seconds West 37.80 feet, South 88 degrees 01 minutes 28 seconds West 100.40 feet, North 78 degrees 17 minutes 13 seconds West 38.00 feet, South 73 degrees 35 minutes 25 seconds West 45.53 feet, South 83 degrees 56 minutes 56 seconds West 82.26 feet, South 80 degrees 05 minutes 10 seconds West 84.51 feet, South 77 degrees 36 minutes 42 seconds West 96.74 feet, South 69 degrees 00 minutes 48 seconds West 145.45 feet, North 66 degrees 00 minutes 52 seconds West 87.50 feet, North 70 degrees 01 minutes 43 seconds West 28.57 feet, South 80 degrees 43 minutes 13 seconds West 55.18 feet, South 44 degrees 07 minutes 19 seconds West 42.54 feet, South 70 degrees 36 minutes 08 seconds West 149.28 feet, South 44 degrees 56 minutes 38 seconds West 250 feet, more or less to the center of Milkhouse Creek; thence along the meandering of said center of Milkhouse Creek run Northwardly 1350 feet more or less to the Southeast corner of Shadow Creek, according to plat recorded in Map Book 84 Page 40 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the eastern boundary of said Shadow Creek, said Eastern boundary being the center of Milkhouse Creek run Northwardly 200 feet, more or less, to the Northeast corner of Shadow Creek, said corner being the Southeast corner of Charleston Oaks, Unit Four, according to the plat recorded in Map Book 52 Page 77 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Eastern boundary of said Charleston Oaks, Unit Four said Eastern boundary being the center of Milkhouse Creek run Northwardly 620 feet, more or less to the Northeast corner of said Charleston Oaks, Unit Four, said point being the Southeast corner of Charleston Oaks, Unit Five according to plat recorded in Map Book 53 Page 31 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Eastern boundary of Charleston Oaks, Unit Five, said Eastern boundary being the center of Milkhouse Creek, run Northwardly 1670 feet more or less, to the Northeast corner of said Charleston Oaks, Unit Five, said point being on the North line the Southeast corner of the Southwest Quarter of Section 5 Township 5 south Range 2 West; thence along the North line of the Southeast quarter of the Southwest Quarter of Section 5 Township 5 South Range 2 West, run South 89 degrees 50

minutes 05 seconds East 843.76 feet more or less to a point on the East line of the Northeast Quarter of the Southwest Quarter of said Section 5, Township 5 South, Range 2 West; thence along the East line run North 00 degrees 09 minutes 20 seconds West 25.00 feet to a point; thence run North 89 degrees 50 minutes 05 seconds West 451 feet, more or less to the center of Milkhouse Creek; thence along said center of Milkhouse Creek run Northwardly 344 feet, more or less to a point that would be a Westward Extension of the Southern boundary of the aforementioned Ashville, Unit One; thence along said extension and along said Southern boundary of Ashville, Unit One, run North 76 degrees 18 minutes 45 seconds East 404 feet more or less to a point; thence continuing along said Southern boundary of Ashville, Unit One run North 85 degrees 48 minutes 45 seconds East 238.07 feet to a point; thence along the Southeastern boundary of Ashville, Unit One, run as follows: North 38 degrees 35 minutes 05 seconds East 150.00 feet, North 34 degrees 37 minutes 21 seconds East 50.12 feet, North 43 degrees 05 minutes 05 seconds East 165.00 feet, North 51 degrees 09 minutes 25 seconds East 170.38 feet to the Point of Beginning.

PARCEL B:

Commence at the Southwest corner of Section 8, Township 5, Range 2 West, St. Stephens Meridian and run South 89 degrees 33 minutes 29 seconds East , for a distance of 1330.59 feet for a POINT OF BEGINNING; thence run North 00 degrees 12 minutes 50 seconds West, 3050.01 feet; thence run Northeastwardly 380 feet, more or less, thence run Northwardly 830 feet, more or less, to the Northeast corner of Uno Subdivision, Phase One as shown by map or plat thereof recorded in Map Book 121, page 22; thence run South 88 degrees 02 minutes 54 seconds West, 63.01 feet; thence run North 00 degrees 12 minutes 28 seconds East, 276.71 feet; thence run South 88 degrees 47 minutes 57 seconds East, along the South margin of Shadow Creek Subdivision, as shown on map or plat thereof recorded in Map Book 84, page 40, for a distance of 615 feet, more or less to a point in the center of Milkhouse Creek; thence run Southwardly along the centerline of the meanderings of Milkhouse Creek a distance of 1350 more or less, to a point on the North boundary of Chelsea Subdivision, Unit Two, as shown by map or plat thereof recorded at Map Book 58, page 121, thence run South 44 degrees 56 minutes 38 seconds West, a distance of 42 feet, more or less, thence run South 17 degrees 28 minutes 54 seconds East, along the West line of said Chelsea Subdivision, Unit Two and also Chelsea Subdivision, Unit One, as shown by map or plat thereof recorded at Map Book 39, page 82, for a distance of 890.57 feet, thence run South 14 degrees 34 minutes 24 seconds East, a distance of 169.91 feet; thence run South 04 degrees 54 minutes 01 seconds West, a distance of 430.02 feet, thence run South 16 degrees 37 minutes 54 seconds East, a distance of 659.14 feet; thence run South 25 degrees 35 minutes 52 seconds East, a distance 405.03 feet; thence run South 39 degrees 35 minutes 49 seconds East, a distance of 200.01 feet; thence run South 00 degrees 35 minutes 58 seconds East, a distance of 360.02 feet; thence run South 20 degrees 42 minutes 15 seconds East, a distance of 278.19 feet; thence run South 56 degrees 34

minutes 43 seconds, a distance of 412.01 feet, thence run North 89 degrees 33 minutes 29 seconds, a distance of 1673.23 feet to the Point of Beginning.

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

This conveyance is made subject to the following title exceptions:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Property.

2. 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 subject Property.

3. All taxes for the year 2017 and subsequent years, not yet due and payable.

4. Subject to restrictive covenants, easements, rights of way, building setback lines and prior mineral reservations and/or conveyances, if any, of record in the Office of the Judge of Probate, Mobile County, Alabama.

5. Title to minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as set out in instrument dated October 4, 1979, recorded in Real Property Book 2033, Page 462, in the Probate Office of Mobile County, Alabama.

6. Right of way easement granted to the City of Mobile by instrument dated January 25, 1980, recorded in Real Property Book 2107, Page 981, in the Probate Office of Mobile County, Alabama.

7. Right of way easements granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument dated January 2, 1970, recorded in Real Property Book 950, Page 18, and by instrument dated January 2, 1970, recorded in Real Property Book 950, Page 21, and by instrument dated January 2, 1970, recorded in Real Property Book 950, Page 24, and by instrument dated September 20, 1982, recorded in Real Property Book 2417, Page 994, and by instrument dated June 7, 2007, recorded in Real Property Book 6198, Page 459, and by instrument dated November 13, 2009, recorded in Real Property Book 6618, Page 1634, in the Probate records of Mobile County, Alabama.

8. Easement granted to Shalimar Corporation by instrument dated June 7, 1991, recorded in Real Property Book 3730, Page 120, in the Probate records of Mobile County, Alabama.

9. Right of way granted to Alabama Power Company by instrument dated April 13, 1977, recorded in Real Property Book 1705, Page 245, and by instrument dated May 8, 1994, recorded in Real Property Book 4201, Page 1136, in the Probate Office of Mobile County Alabama.

10. Right of way granted to Alabama Power Company by instrument dated April 3, 1986, recorded in Real Property Book 3096, Page 742, and by instrument dated April 3, 1986, recorded in Real Property Book 3096, Page 746, in the Probate Office of Mobile County, Alabama.

11. Easement granted by Shalimar Corporation to Shadow Creek Property Owners; Association, Inc. by instrument dated June 6, 2007, recorded in Real Property Book 6197, Page 1549 and by instrument dated June 6, 2007, recorded in Real Property Book 6197, Page 1544, in the Probate Office of Mobile County, Alabama.

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

Executed this 14th day of June, 2017.

THOMSON, L.L.C., an Alabama limited liability company

By: Robert Thomson Cunningham, III
As Its: Sole Member

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that on this day, before me personally appeared **Robert Thomson Cunningham, III, as Sole Member of THOMSON, L.L.C., an Alabama limited liability company**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed and delivered the same voluntarily and with authority on behalf of said limited liability company, on the day the same bears date.

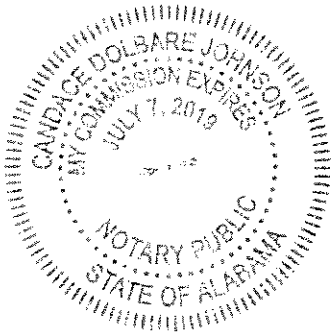
Given under my hand and official seal this the 14th day of June, 2017.

Candace Dolbare Johnson

NOTARY PUBLIC

My Commission Expires: _____

(AFFIX NOTARIAL SEAL)



Property Address:
No address (vacant land)

Grantor's Address:
1290 Main Street, suite E
Daphne, AL 36526

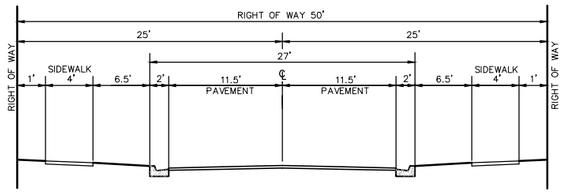
Grantee's Address:
400 E Laurel Ave.
Foley, AL 36535

NOTE: The preparer of this instrument, having served as a scrivener only, has not examined title to the Property described herein and expressly does not give an opinion with respect to the title.

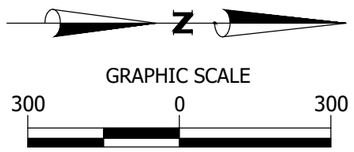
Appendix F Conceptual Site and Phasing Plan

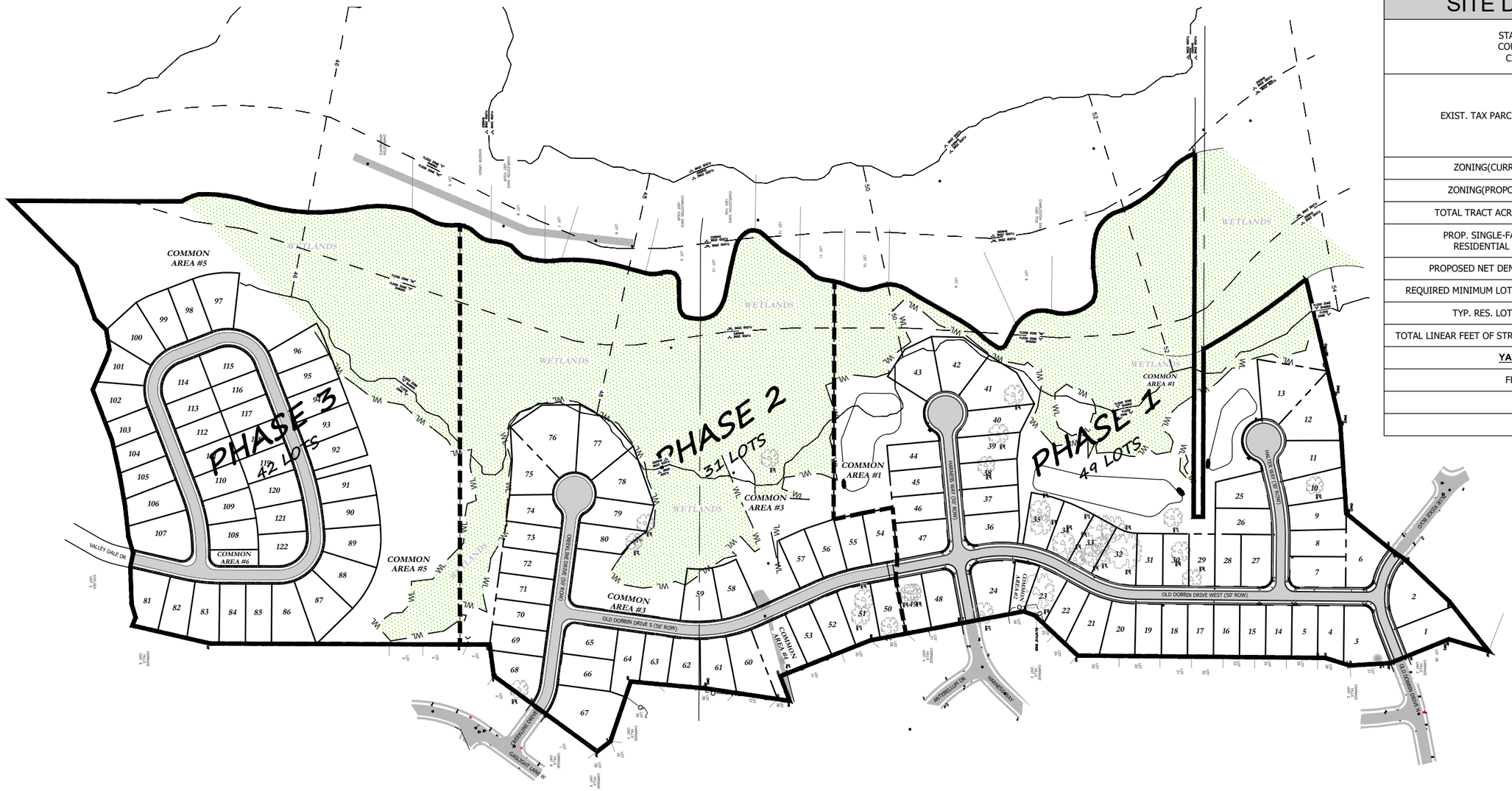
JADE CONSULTING
Jinright & Associates Development Engineers
208 Greeno Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
251.928.3443(tel) 251.928.3665(fax)
jadengineers.com

DATE: 0728/2022



TYPICAL ROADWAY SECTION





SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF MOBILE CITY OF MOBILE	
EXIST. TAX PARCEL ID:	R023303054001030 R023303053000001.042 R023303053000007.013 R023303053000007 R023303054001030.02 R023303082000001 R023303081003046
ZONING(CURRENT):	SPLIT ZONED B-1, R-1, & R-2
ZONING(PROPOSED):	R-1
TOTAL TRACT ACREAGE:	±83.9 AC
PROP. SINGLE-FAMILY RESIDENTIAL LOTS:	122 LOTS
PROPOSED NET DENSITY:	1.45 UNITS/AC
REQUIRED MINIMUM LOT SIZE:	7,200 SF
TYP. RES. LOT SIZE:	70'x140' ≈ 9,800 SF
TOTAL LINEAR FEET OF STREETS:	≈ 6,050 LF
YARD SETBACKS:	
FRONT:	25'
SIDE:	8' / 20' (CORNER LOT)
REAR:	8'

THE PRESERVE @ MILKHOUSE CREEK

CONCEPTUAL SITE & PHASING PLAN
PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
OLD DOBBIN DRIVE
MOBILE, AL

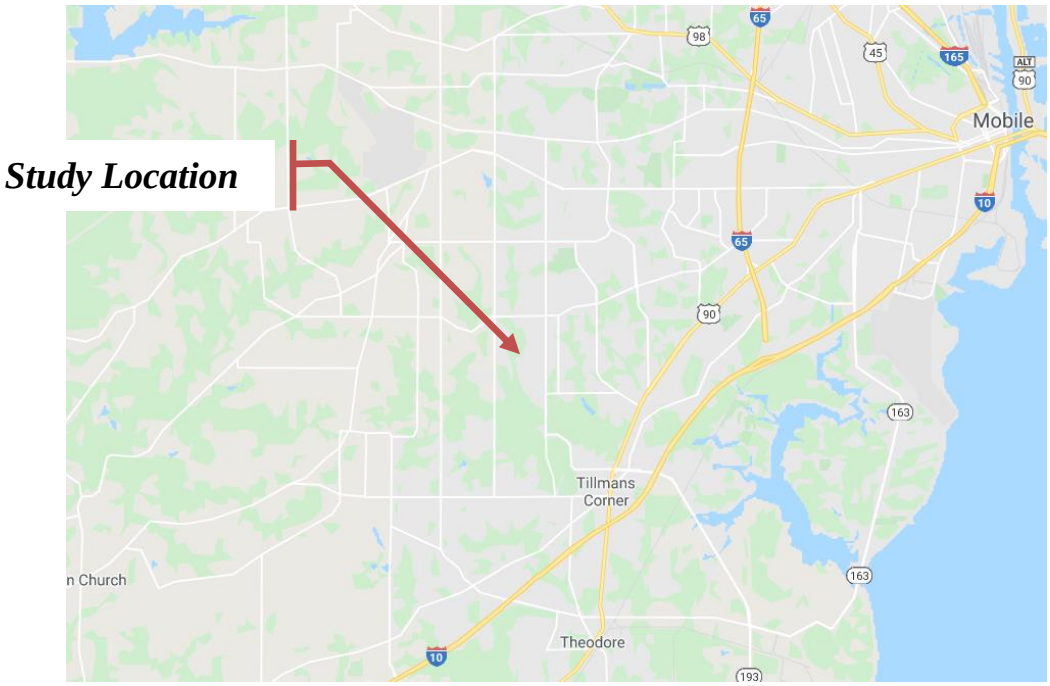
Appendix G Traffic Impact Study

TRAFFIC STUDY

For

Proposed Milkhouse Creek Residential Development

Mobile, Alabama



Prepared For:

JADE Consulting

Prepared By:

Gresham Smith

3595 Grandview Parkway, Suite 300
Birmingham, Alabama 35243
205.298.9200

April 2020

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SECTION I
STUDY SUMMARY

INTRODUCTION

Gresham Smith performed a study to assess the potential traffic impacts related to the proposed Milkhouse Creek Residential Development in Mobile, Alabama. The Milkhouse Creek Residential Development is proposed to be south of Cottage Hill Road and west of Hillcrest Road. The location and vicinity of the proposed Milkhouse Creek Residential Development is presented in Figure 1. The conceptual site plan is included in Figure 2.

Project Description

The proposed Milkhouse Creek Residential Development is planned to be completed by the year 2025 and will have a total of 124 single family residential homes. The land use details are presented in Table 1. The project will be developed in three phases over five (5) years with construction beginning in 2021 and completed in 2025. The first phase is projected to be completed in 2022, the second phase in 2023 and the third phase in 2025.

Table 1. Proposed Milkhouse Creek Land Use Summary

Land Use			Dwelling Units
Single Family Residential (ITE Code 210)			120
Phase	**Year**	**Dwelling Units**	**Total Dwelling Units**
Phase 1	2022	51	51
Phase 2	2023	31	82
Phase 3	2025	42	124

The Milkhouse Creek Residential Development will access the arterial roadway network at four intersections. These intersections are full access intersections and are stop sign controlled on the side street. The conceptual site plan is shown in Figure 2.

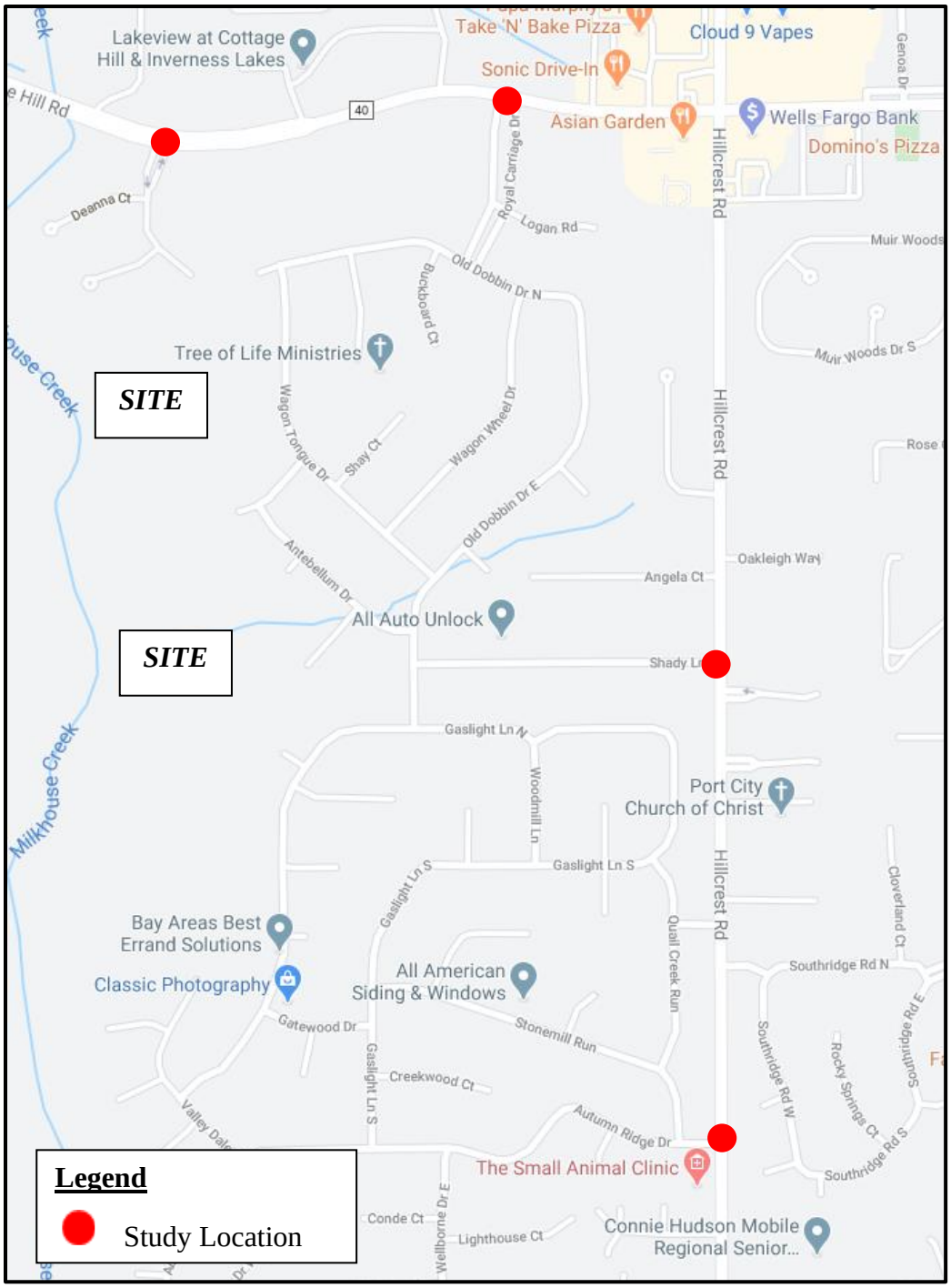


Figure 1. Site Location and Vicinity

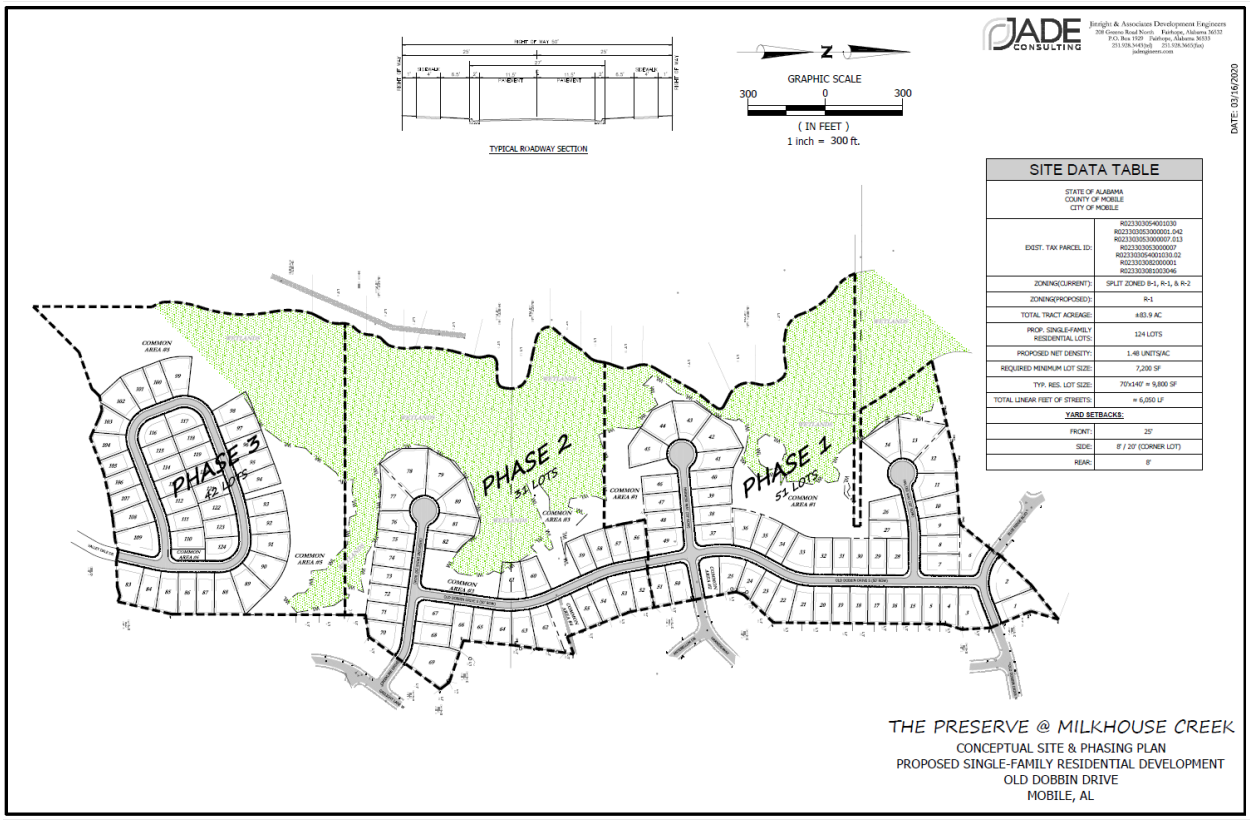


Figure 2. Proposed Site Plan

This study has been prepared in accordance with the following standards and guidelines and includes the following data sources:

- *Traffic Access and Impact Studies for Site Development*, Institute of Transportation Engineers
- *Trip Generation*, 10th Edition, Institute of Transportation Engineers
- *Trip Generation Handbook*, 2001 Edition, Institute of Transportation Engineers
- *Manual on Uniform Traffic Control Devices (MUTCD),* 2009 Edition
- *Highway Capacity Manual 2010*, Transportation Research Board
- *Envision 2045 Long Range Transportation Plan,* Draft, 2020
- NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide, 2001

Scope of Traffic Study

Gresham Smith reached out to Jennifer White, the Traffic Engineering Director for the City of Mobile to determine the scope of the traffic study. We were requested to include all access points where the development connects to Cottage Hill Road and

Hillcrest Road. Based on this direction, the following intersections were analyzed as part of this impact study:

1. Cottage Hill Road at Royal Carriage Drive
2. Cottage Hill Road at Blue Ridge Boulevard
3. Hillcrest Road at Shady Lane
4. Hillcrest Road at Autumn Ridge Drive

The remainder of this report presents the following analysis:

- Year 2020 existing traffic conditions in the study area
- Trip generation estimates based on the proposed development plans
- Trip distribution and trip assignment for the proposed development at the study area intersections
- Without Project traffic conditions for each of the three (3) phases
- With Project traffic condition to determine traffic impacts for each of the three (3) phases

The term "With Project" refers to traffic conditions with the proposed Milkhouse Creek Residential Development.

CONCLUSIONS

The following are the findings and recommendations from the traffic analysis:

Findings

- Under the existing conditions, all approaches at the study area intersections operate at an overall level of service (LOS) C, or better, during the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which currently operates at LOS E in the PM peak hour.

- Without the project in the Year 2022, Year 2023 and Year 2025, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The proposed Milkhouse Creek Residential Development is projected to generate 1,171 daily trips, 92 AM peak hour trips and 123 PM peak hour trips. Of the 92 trips during the AM peak hour, 24 are inbound trips and 68 are outbound trips. Of the 123 trips during the PM peak hour, 77 are inbound trips and 46 are outbound trips.

- With the project in the Year 2022, Year 2023 and Year 2025 all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The southbound approach at the Cottage Hill/Royal Carriage Drive intersection currently operates, and is projected to operate at, LOS E without and with the project. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location. It should be noted that the project does not change the LOS, and adds less than 3.0 seconds of delay, for less than 30 southbound vehicles (lefts and rights).

- Based on the 2025 Build traffic volumes, no right-turn lanes are recommended at the study area intersections.

Recommendations

Based on the traffic analysis documented in this report, no right-turn lanes or other off-site mitigation is recommended for the proposed Milkhouse Creek Residential development.

SECTION II
EXISTING CONDITIONS

SITE CONDITION AND ADJACENT LAND USE

The Milkhouse Creek Residential Development is proposed to be south of Cottage Hill Road and west of Hillcrest Road (see Figure 1). The site for the proposed development is currently vacant. The site is surrounded by residential land uses with commercial land uses along Cottage Hill Road and Hillcrest Road.

EXISTING TRANSPORTATION FACILITIES

The following provides a description of the existing street system in the study area, including a description of street classifications and characteristics. Refer to Figure 1 for the location of the following roadways with respect to the site.

Cottage Hill Road and Hillcrest Road: Both roadways are four lane divided with a flush median (two-way left-turn lane) arterials roadways. Both roadways have a 40 mph speed limit.

Blue Ridge Boulevard, Royal Carriage Drive, Shady Lane and Autumn Ridge Drive are residential roadways that provide access to the existing residential properties in the southwest quadrant of the Cottage Hill Road/Hillcrest Road intersection. These four (4) roadways will provide access to the proposed development.

As part of the site development, Blue Ridge Boulevard will be connected to Old Dobbin Road. This will provide a benefit to the existing residential development in the area by providing additional connectivity and multiple opportunities to access Cottage Hill Road for the existing residential properties in the southwest quadrant of the Cottage Hill Road/Hillcrest Road intersection.

All study area intersections are currently stop sign controlled on the side street. Figure 3 schematically depicts the existing lane configurations at the study area intersections.

EXISTING TRAFFIC VOLUMES

Existing AM and PM peak hour turning movement counts at the study area intersections were collected on Tuesday, March 17th, 2020, by HSA Consulting Group. It should be noted that Mobile County schools were open and operating on the day the counts were taken. The resulting Year 2020 AM and PM peak hour turning movement volumes are shown in Figure 4. The traffic count worksheets are provided in Appendix A.

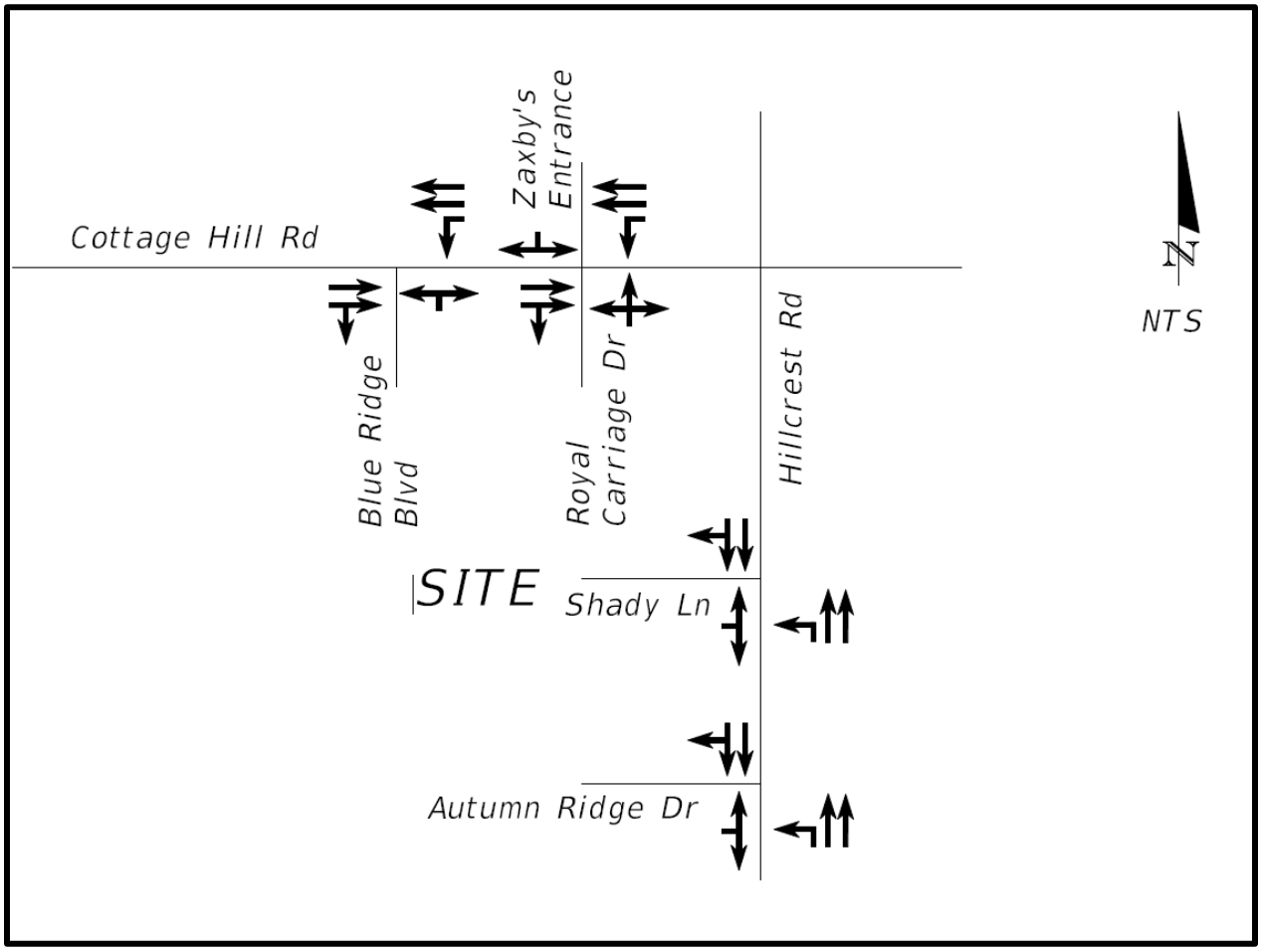


Figure 3. Existing Lane Configurations

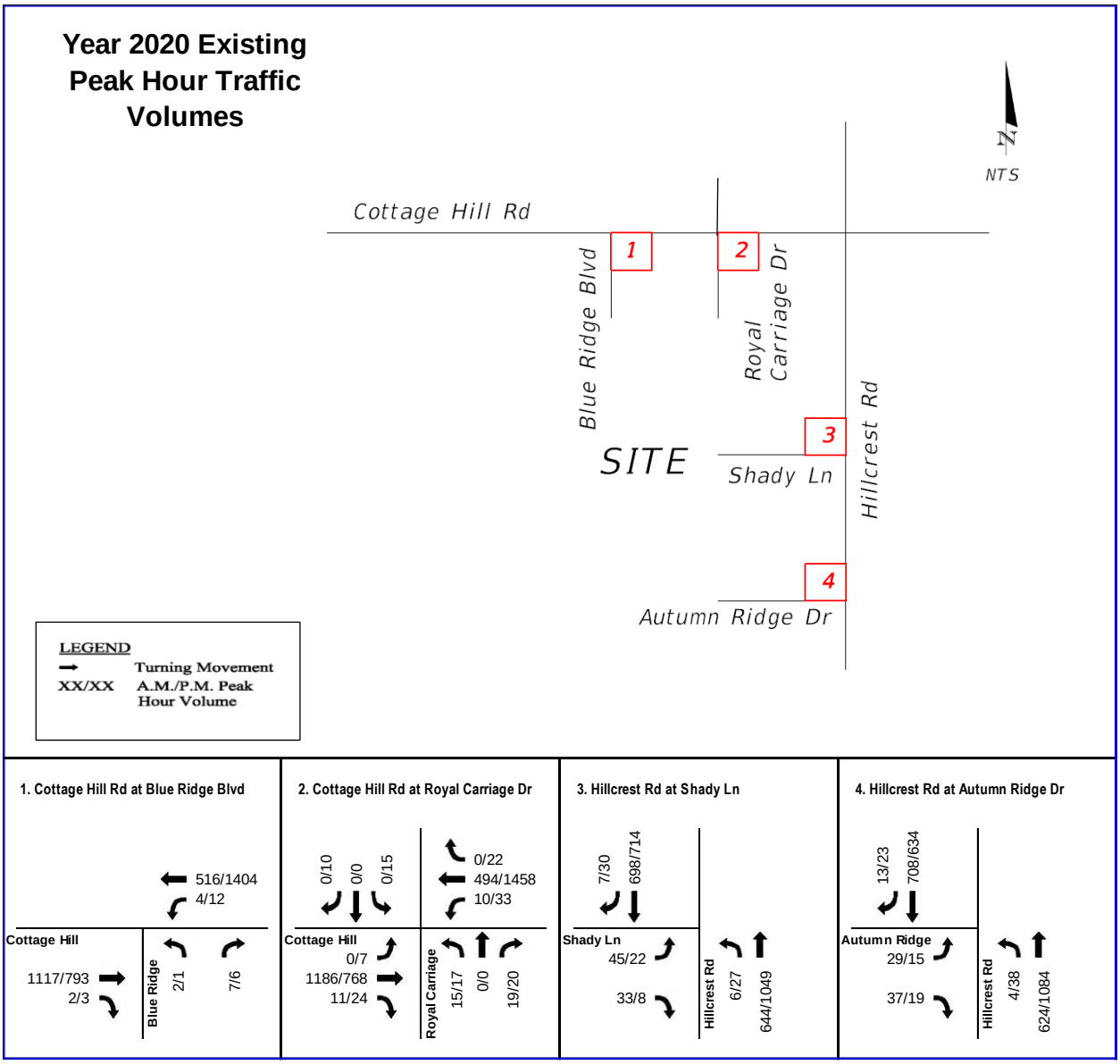


Figure 4. Year 2020 Existing AM and PM Peak Hour Traffic Volumes

EXISTING INTERSECTION LEVEL OF SERVICE

Based on the existing lane configurations presented in Figure 3, and the existing traffic volumes presented in Figure 4, peak hour traffic operations were analyzed at the study area intersections using the methodologies outlined in the *2010 Highway Capacity Manual* (HCM), using the Synchro 9.2 software program. According to the HCM, there are six levels of service (LOS) by which the operational performance of an intersection may be described. These levels of service range between LOS "A" which indicates a relatively free-flowing condition and LOS "F" which indicates operational breakdown.

The results of the intersection level of service analysis for the existing conditions are summarized in Table 2. As shown in Table 2, all approaches at the study area intersections operate at LOS D, or better, in the AM and PM peak hours with the exception of the southbound approach to the Cottage Hill Road/Royal Carriage Drive intersection. This approach operates at LOS E under existing conditions. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location.

The level of service worksheets for the 2020 Existing Year condition are provided in Appendix B.

PEDESTRIAN MOVEMENTS

There are currently patches of sidewalks along Cottage Hill Road in the study area. These sections of sidewalk are adjacent to the commercial properties and mainly clustered at the intersection of Cottage Hill Road and Hillcrest Road. Along Hillcrest Road there are sidewalks along both sides of the road. There is also sidewalk on both sides of Royal Carriage Drive, Shady Lane and Autumn Ridge Drive. Field observations indicated minimal pedestrian activity along the study area roadways in the vicinity of the site.

Table 2. Year 2020 Existing Intersection Level of Service

Unsignalized Intersection	AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd				
Northbound Approach	B	14.8	B	12.6
Westbound Left	B	11.3	A	9.6
Cottage Hill Rd/Royal Carriage Dr				
Northbound Approach	C	22.6	C	18.0
Southbound Approach	A	0.0	E	37.2
Eastbound Left	A	0.0	B	14.1
Westbound Left	B	12.3	A	9.8
Hillcrest Rd/Shady Lane				
Northbound Left	A	9.2	A	9.7
Eastbound Approach	B	14.6	C	16.3
Hillcrest Rd/Autumn Ridge Drive				
Northbound Left	A	9.3	A	9.3
Eastbound Approach	B	14.7	C	15.1

OTHER MODES OF TRANSPORTATION

Currently, there are no bicycle lanes along any of the study area roadways. The Wave Transit System provides bus transit service in City of Mobile and Mobile County. The closest route is Route 18 (Cottage Hill/USA).

PARKING

There is no on-street parking observed or expected along Cottage Hill Road or Hillcrest Road.

PLANNED TRANSPORTATION IMPROVEMENTS

None.

SECTION III
TRAFFIC ANALYSIS

ANALYSIS METHODOLOGY

The traffic impacts related to the proposed Milkhouse Creek Residential Development were analyzed as follows:

- The proposed Milkhouse Creek Residential Development will be built in three (3) phases. The first phase is expected to be completed by the year 2022, the second in 2023 and the third in 2025. Therefore, years 2022, 2023 and 2025 were chosen as analysis years in this study.

- The future years (Year 2022, 2023 and 2025) Without Project traffic volumes were derived by applying a 1% annual growth rate to the 2020 Existing Year traffic volumes at the study area intersections.

- Estimates of AM peak hour and PM peak hour trips, generated by the proposed Milkhouse Creek Residential Development, were developed using rates published in *Trip Generation*, 10th Edition (Institute of Transportation Engineers).

- Trip distribution of site-generated traffic was developed based on existing traffic patterns.

- The estimated AM and PM peak hour site-generated traffic for the proposed Milkhouse Creek Residential Development was assigned to the roadway network and added to the Without Project traffic volumes to derive the With Project traffic volumes.

- The With Project traffic volumes were then used to determine the traffic impacts and mitigations related to the proposed Milkhouse Creek Residential Development.

A detailed discussion of the methodology summarized above, and the analysis results, are contained in the remainder of this section. The term "With Project" refers to traffic conditions with the proposed Milkhouse Creek Residential Development.

WITHOUT PROJECT VOLUMES AND INTERSECTION LEVEL OF SERVICE

The Without Project peak hour traffic volumes were forecasted by growing the 2020 Existing Year peak hour traffic volumes at an estimated annual growth rate. The annual growth rate was estimated from traffic volume information obtained from the ALDOT's Alabama Traffic data website. Historical AADT volumes along Cottage Hill Road and Hillcrest Road, and the corresponding growth rate, are provided in Table 3.

As shown in Table 3, the average annual growth from 2013 to 2018, was 0.7%. To be conservative, a growth rate of 1% was assumed to be representative of the future short-term growth in traffic on the project area roadways.

The following formula was used for the traffic projections:

$F = P (1+i)^n$

Where:

F = future projected traffic volume, vehicles per hour
P = 2020 peak hour traffic volume, vehicles per hour
i = annual growth rate = 1.00% (0.01)
n = number of years in projection, 2 for 2022, 3 for 2023 and 5 for 2025

The Year 2022, 2023 and 2025 Without Project peak hour traffic volumes are shown in Figures 5, 6 and 7 respectively.

Table 3. Historical AADT Volumes and Growth Rate

Year	Cottage Hill Rd Site 361	Cottage Hill Rd Site 362	Hillcrest Rd Site 434	Hillcrest Rd Site 742
2013	29,210	30,130	21,200	17,940
2014	27,770	27,400	21,770	18,080
2014	28,330	27,950	22,210	18,440
2016	29,020	28,630	22,750	18,890
2017	29,500	28,630	21,000	20,670
2018	29,905	29,023	21,121	20,789
Growth from 2013 to 2018	695	-1,107	-79	2,849
Annual Growth Rate	0.5%	-0.7%	-0.5%	3.2%
Average	0.7% per year			

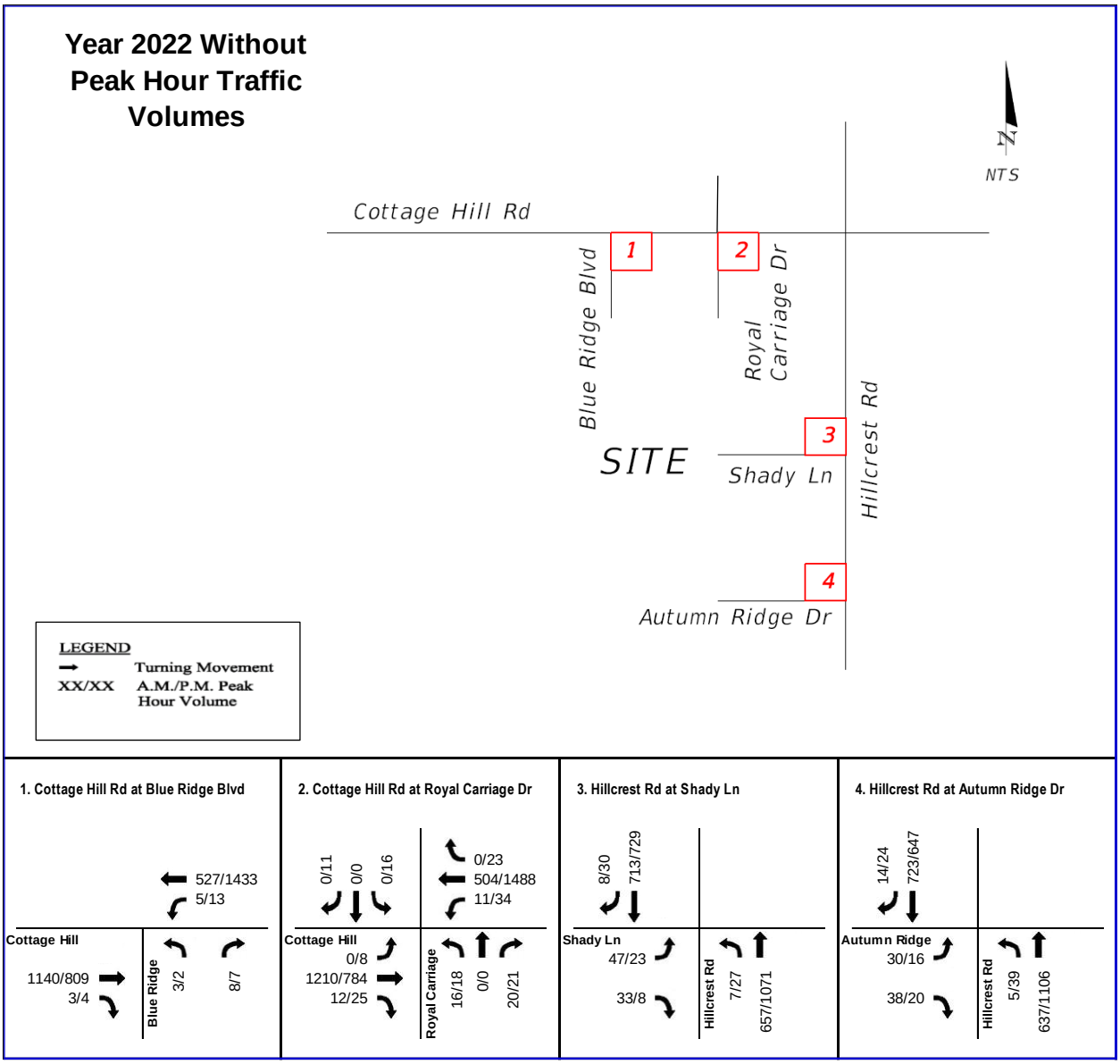


Figure 5. Year 2022 Without Project AM and PM Peak Hour Traffic Volumes

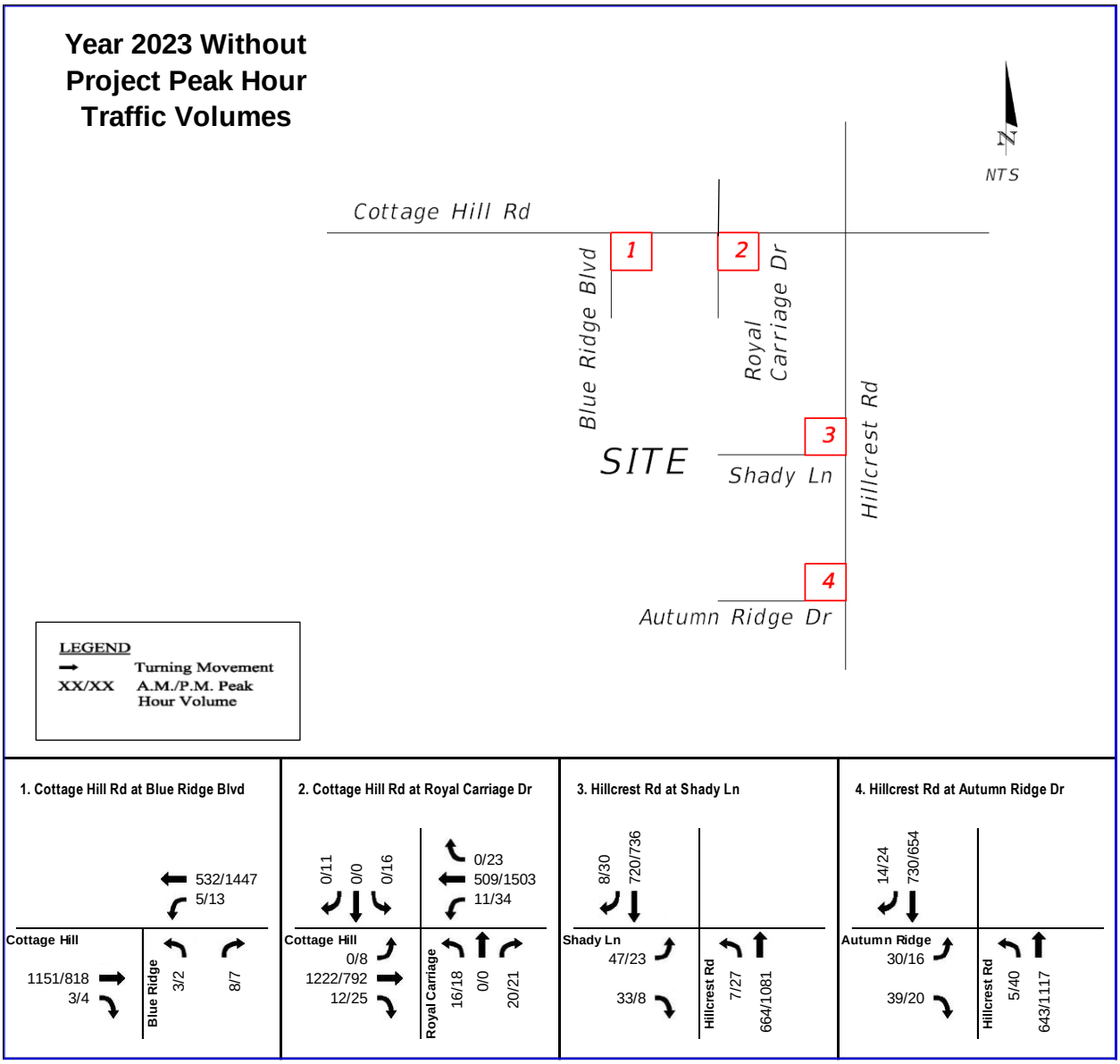


Figure 6. Year 2023 Without Project AM and PM Peak Hour Traffic Volumes

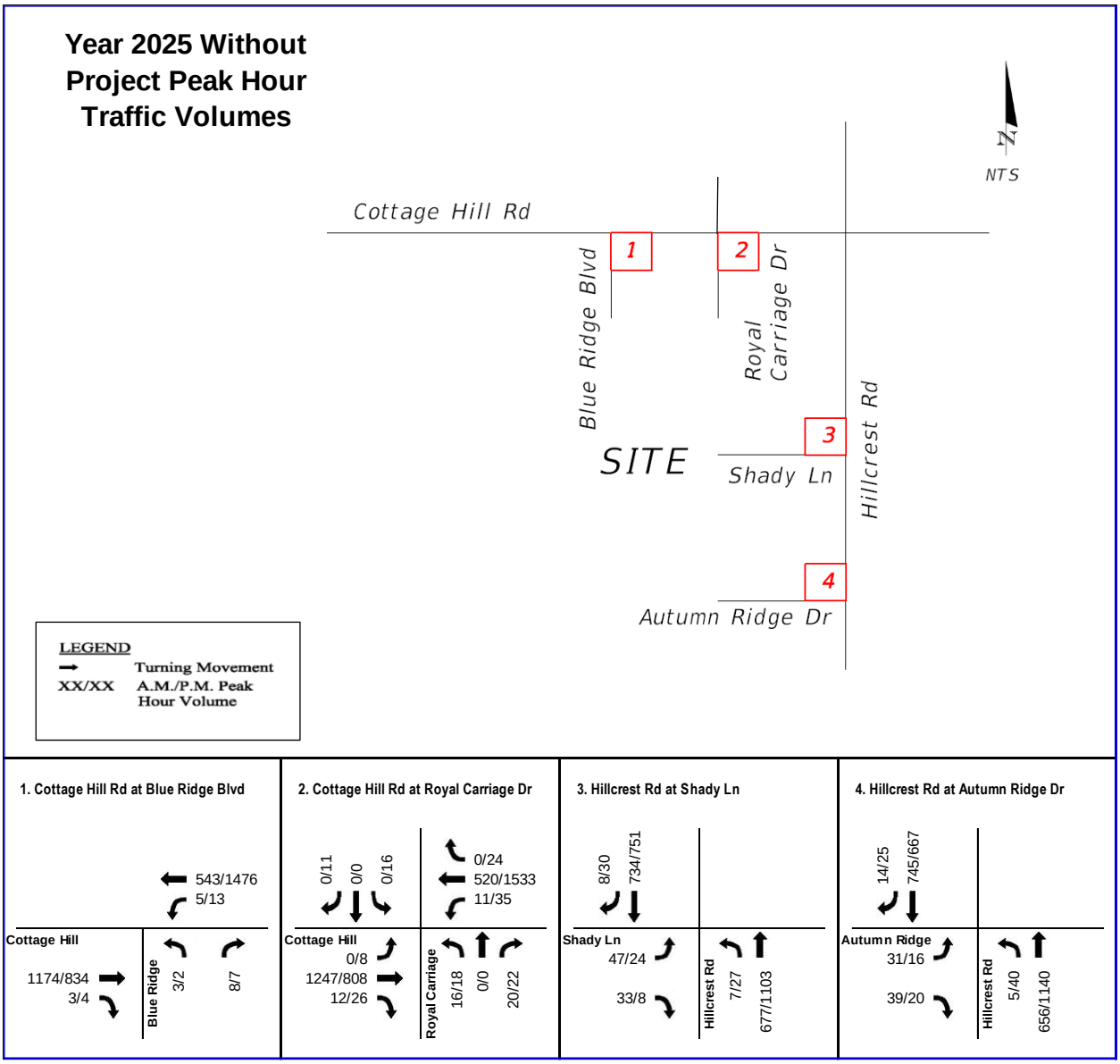


Figure 7. Year 2025 Without Project AM and PM Peak Hour Traffic Volumes

Level of service was calculated at the study area intersections based on these volumes and the existing lane configurations shown in Figure 3. The results of the level of service analysis are presented in Table 4. As shown in Table 4, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours in the Years 2022, 2023 and 2025 with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive, which currently operates at LOS E in the PM peak hour.

The level of service worksheets for the Year 2022, Year 2023 and Year 2025 Without Project condition are provided in Appendix C.

Table 4. Without Project Intersection Level of Service

	Year 2022				Year 2023				Year 2025			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
Unsignalized Intersection	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd												
NB Approach	C	15.5	B	13.6	C	15.7	B	13.7	C	15.9	B	13.9
WB Left	B	11.4	A	9.7	B	11.5	A	9.7	B	11.6	A	9.8
Cottage Hill Rd/Royal Carriage Dr												
NB Approach	C	23.4	C	18.7	C	23.8	C	18.8	C	24.7	C	19.1
SB Approach	A	0.0	E	39.4	A	0.0	E	40.3	A	0.0	E	42.8
EB Left	A	0.0	B	14.4	A	0.0	B	14.6	A	0.0	B	14.9
WB Left	B	12.5	A	9.9	B	12.5	A	9.9	B	12.7	B	10.0
Hillcrest Rd/Shady Ln												
NB Left	A	9.3	A	9.8	A	9.3	A	9.8	A	9.4	A	9.9
EB Approach	B	14.9	C	16.6	C	15.0	C	16.7	C	15.2	C	17.1
Hillcrest Rd/Autumn Ridge Dr												
NB Left	A	9.3	A	9.3	A	9.4	A	9.4	A	9.4	A	9.4
EB Approach	B	14.9	C	15.4	C	15.0	C	15.5	C	15.3	C	15.7

DEVELOPMENT PLANS

As discussed previously, the proposed Milkhouse Creek Residential Development is expected to be completed in three (3) phases by the year 2025 and will include 124 single family dwelling units. The land use details are presented in Table 1.

SITE ACCESS

Blue Ridge Boulevard and Royal Carriage Drive will provide access from the project to Cottage Hill Road. Shady Lane and Autumn Ridge Drive will provide from the project to Hillcrest Road (see Figure 1). All four (4) of the study intersections are full access intersections with left-turn lanes on the mainline and stop sign control on the side streets.

TRIP GENERATION

Estimates of daily, AM peak hour and PM peak hour trips generated by the proposed Milkhouse Creek Residential Development were developed from rates published in *Trip Generation Manual*, 10th Edition (Institute of Transportation Engineers). AM and PM trip generation rates used were for land use type 210, Single Family Housing.

As shown in Table 5, the proposed Milkhouse Creek Residential Development is projected to generate 1,171 daily trips, 92 AM peak hour trips and 123 PM peak hour trips. Of the 92 trips during the AM peak hour, 24 are inbound trips and 68 are outbound trips. Of the 123 trips during the PM peak hour, 77 are inbound trips and 46 are outbound trips.

TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution is the percentage of site traffic that travels on various roadways to and from the site. A generalized trip distribution for the AM and PM peak hour were developed based on existing traffic patterns. The trip distribution percentages for new trips assumed in this study, is shown in Figures 8, 9 and 10.

Table 5. Trip Generation for the Proposed Milkhouse Creek Development

Land Use Description and ITE Land Use Code	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Trip Generation Rates*							
Single Family Housing (ITE 210)	9.44	0.19	0.55	0.74	0.62	0.37	0.99
Trip Generation							
Phase 1 (Year 2022)	481	10	28	38	32	19	51
Phase 2 (Year 2023)	293	6	17	23	19	11	30
Phase 3 (Year 2025)	397	8	23	31	26	16	42
Total	1,171	24	68	92	77	46	123

*Rate per dwelling unit (d.u.)

The trips generated by the proposed Milkhouse Creek Residential Development, as shown in Table 5, were assigned to the study area network according to the distributions shown in Figures 8, 9 and 10. Consideration was given to the driver's origin/destination location and the ease of access for each turning movement for all the study area intersections. The net new AM and PM peak hour trip assignment of site-generated trips, at the study area intersections, are presented in Figure 8, 9 and 10 for the Years 2022, 2023 and 2025 respectively.

WITH PROJECT TRAFFIC VOLUMES AND INTERSECTION LEVEL OF SERVICE

The Year 2022 With Project peak hour traffic volumes were developed by combining the Year 2022 Without Project Traffic Volumes (Figure 5) and the Year 2022 AM and PM Peak Hour Traffic Assignment (Figure 8). The Year 2022 With Project peak hour traffic volumes are shown in Figure 11. The Year 2023 With Project peak hour traffic volumes were developed by combining the Year 2023 Without Project Traffic Volumes (Figure 6) and the Year 2023 AM and PM Peak Hour Traffic Assignment (Figure 9). The Year 2023 With Project peak hour traffic volumes are shown in Figure 12. The Year 2025 With Project peak hour traffic volumes were developed by combining the Year 2025 Without Project Traffic Volumes (Figure 7) and the Year 2025 AM and PM Peak Hour Traffic Assignment (Figure 10). The Year 2025 With Project peak hour traffic volumes are shown in Figure 13.

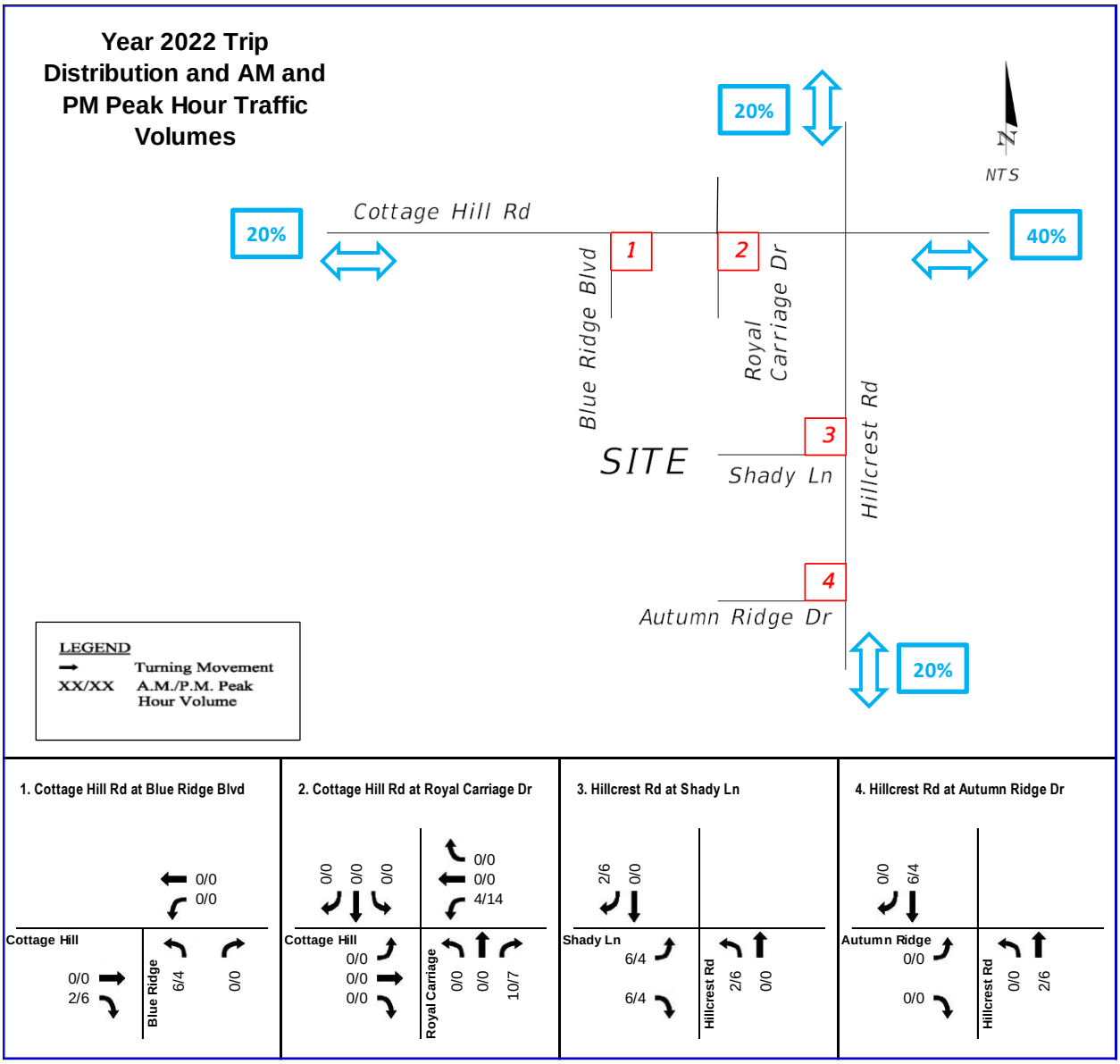


Figure 8. Trip Distribution and Year 2022 AM and PM Peak Hour Traffic Assignment

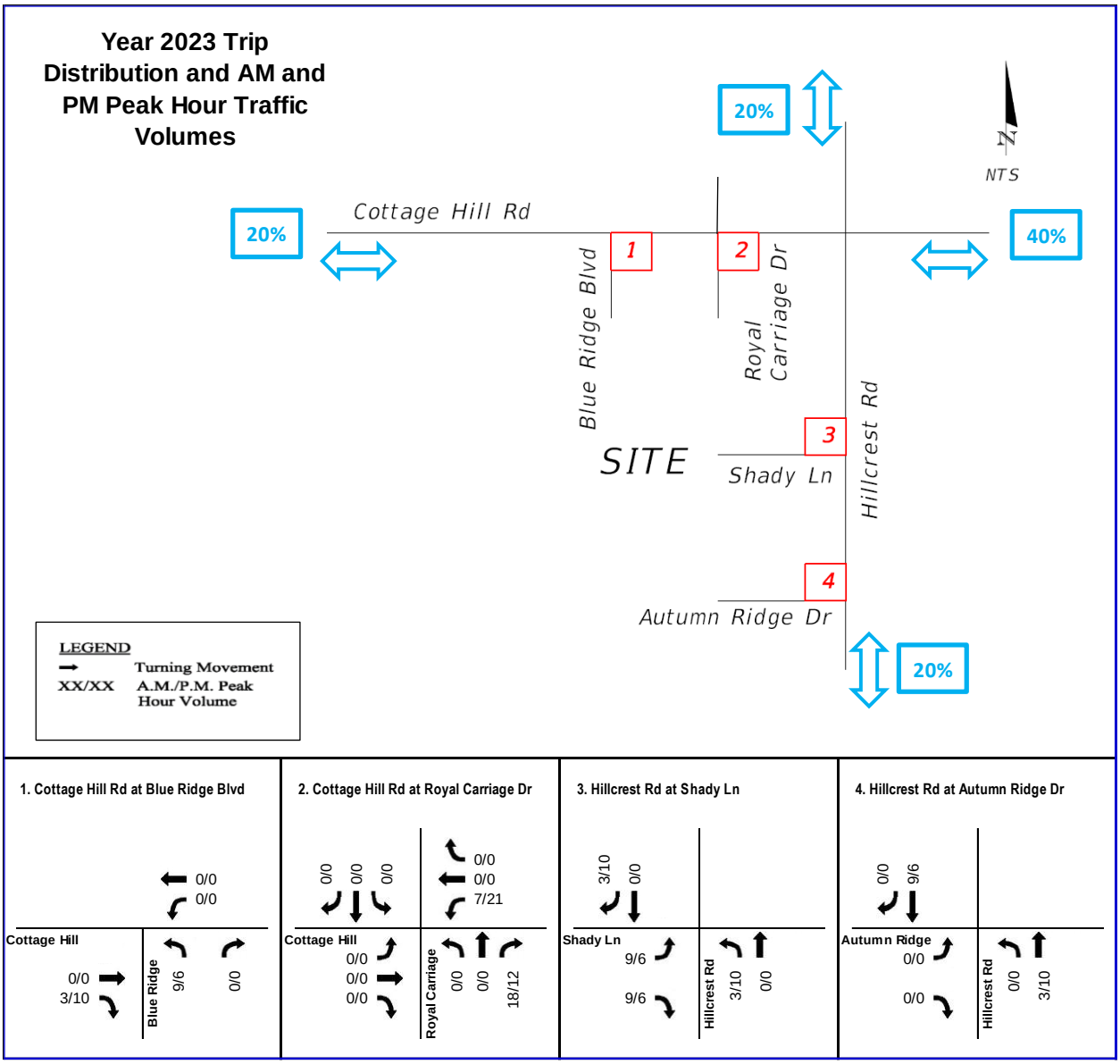


Figure 9. Trip Distribution and Year 2023 AM and PM Peak Hour Traffic Assignment

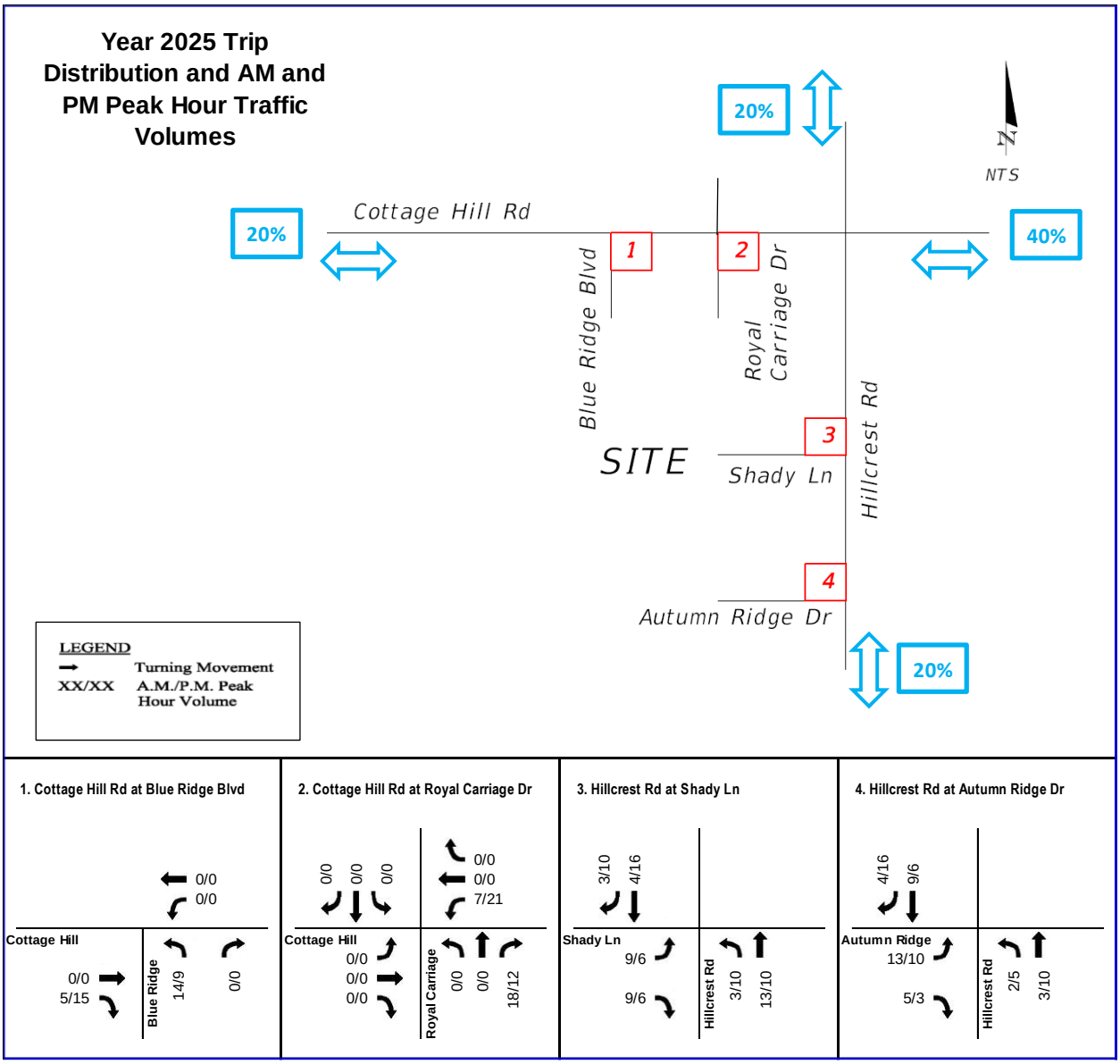


Figure 10. Trip Distribution and Year 2025 AM and PM Peak Hour Traffic Assignment

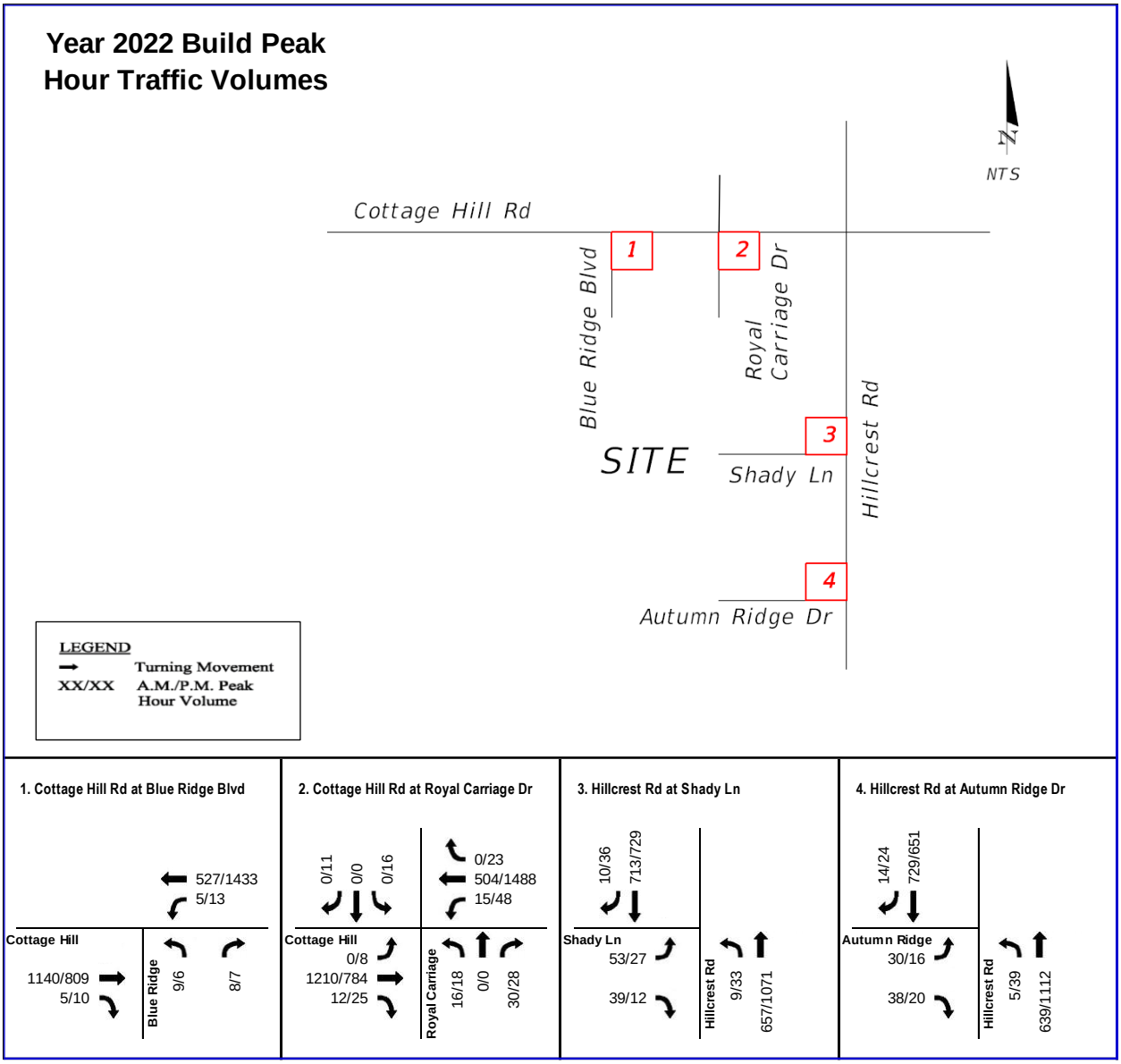


Figure 11. Year 2022 With Project AM and PM Peak Hour Traffic Volumes

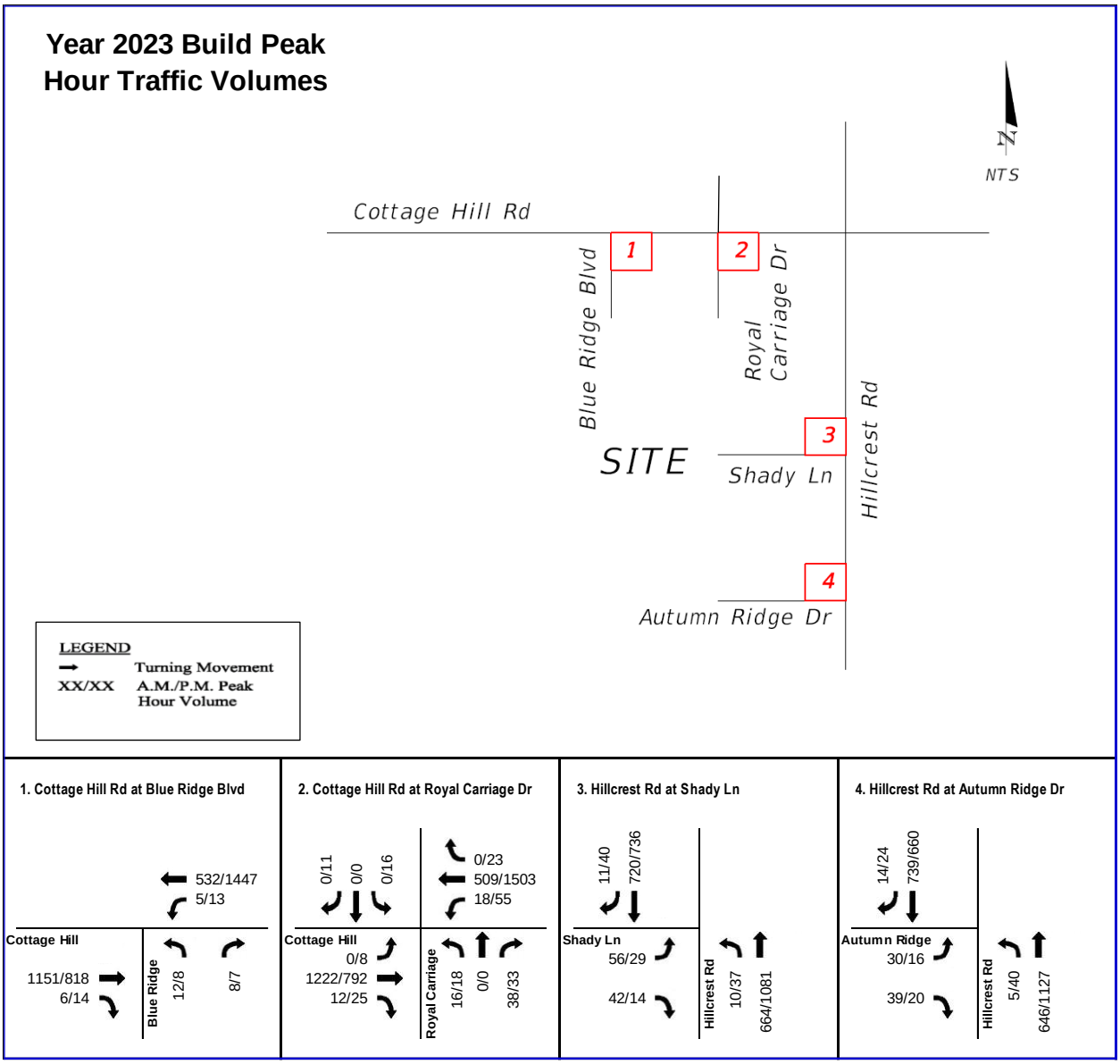


Figure 12. Year 2023 With Project AM and PM Peak Hour Traffic Volumes

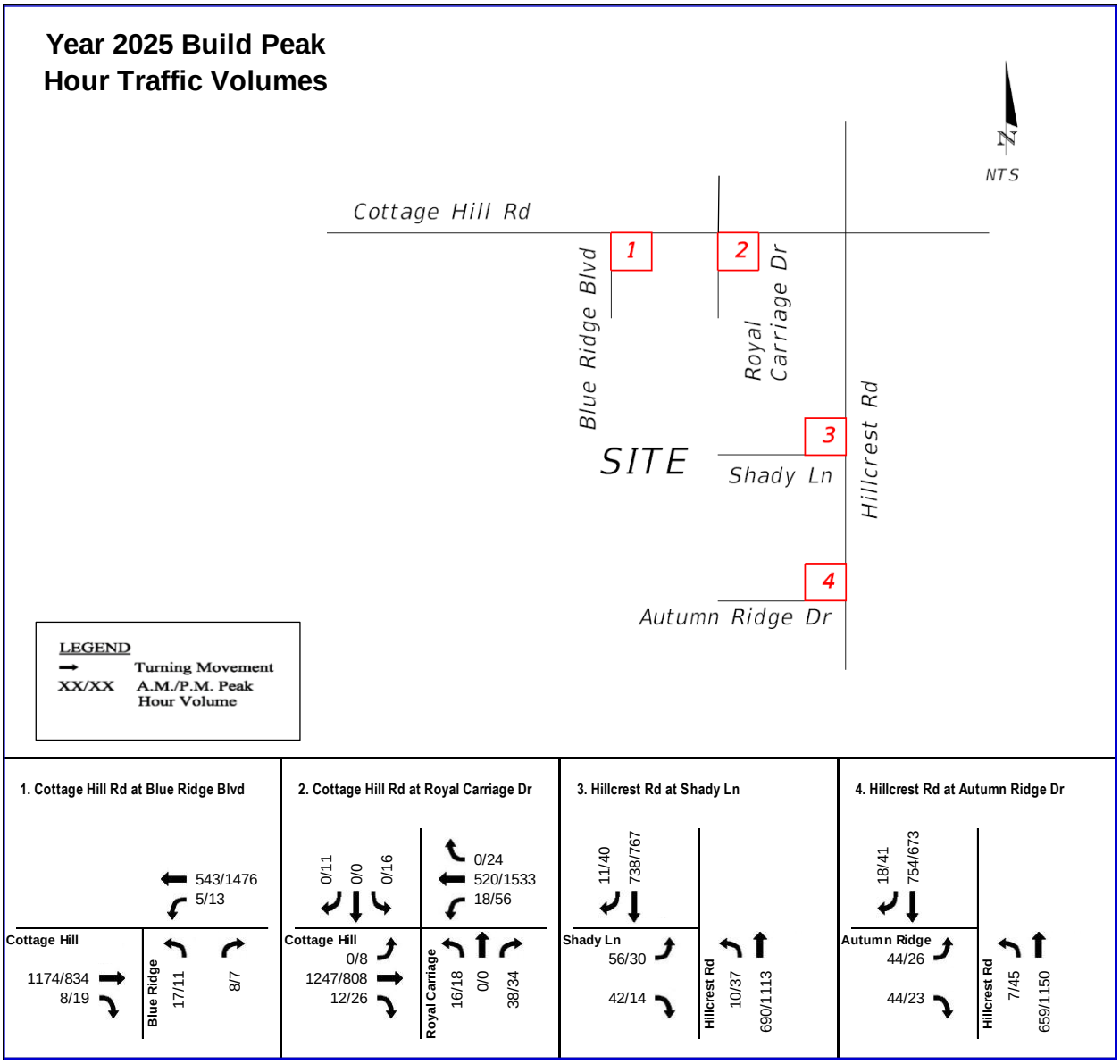


Figure 13. Year 2025 With Project AM and PM Peak Hour Traffic Volumes

Level of service was calculated at the study area intersections based on the volumes shown in Figures 11, 12, and 13, and the existing lane configurations shown in Figure 3. The results of the level of service analysis are presented in Table 6.

As shown in Table 6, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours in the Years 2022, 2023 and 2025 with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive, which currently operates at LOS E in the PM peak hour.

The southbound approach at the Cottage Hill/Royal Carriage Drive currently operates, and is projected to operate at, LOS E without and with the project. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location. It should be noted that the project does not change the LOS and adds less than 3.0 seconds of delay for less than 30 southbound vehicles (lefts and rights).

The level of service worksheets for the Year 2022, Year 2023 and Year 2025 With Project conditions are provided in Appendix D.

Table 6. With Project Intersection Level of Service

	Year 2022				Year 2023				Year 2025			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
Unsignalized Intersection	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd												
NB Approach	C	18.3	C	16.3	C	19.4	C	17.3	C	21.0	C	18.7
WB Left	B	11.4	A	9.7	B	11.5	A	9.7	B	11.6	A	9.8
Cottage Hill Rd/Royal Carriage Dr												
NB Approach	C	22.4	C	18.3	C	22.2	C	18.2	C	22.9	C	18.5
SB Approach	A	0.0	E	41.1	A	0.0	E	43.1	A	0.0	E	45.4
EB Left	A	0.0	B	14.4	A	0.0	B	14.6	A	0.0	B	14.9
WB Left	B	12.5	B	10.0	B	12.7	B	10.1	B	12.9	B	10.2
Hillcrest Rd/Shady Ln												
NB Left	A	9.3	A	9.9	A	9.4	A	9.9	A	9.4	B	10.1
EB Approach	B	15.3	C	16.8	C	15.6	C	17.0	C	15.9	C	17.7
Hillcrest Rd/Autumn Ridge Dr												
NB Left	A	9.4	A	9.4	A	9.4	A	9.4	A	9.5	A	9.6
EB Approach	C	15.0	C	15.5	C	15.1	C	15.6	C	16.8	C	17.7

YEAR 2025 WITH PROJECT TRAFFIC TURN-LANE ANALYSIS

The requirement for a right-turn lane at the study area intersections along Cottage Hill Road and Hillscrest Road were analyzed using NCHRP 457 and are shown in Table 7. Based on the NCHRP guidelines, right-turn lanes along the mainline are not recommended at the study area intersections. Appendix E contains the results of this analysis.

Table 7. Right-Turn Lane Analysis

Intersection	Right-Turn Movement	Major Street Volume (One-Way)		Right-Turn Volume		Is Turn Lane Recommended ?
		AM	PM	AM	PM	
Cottage Hill Rd/Blue Ridge Blvd	Eastbound	1,182	853	8	19	No
Cottage Hill Rd/Royal Carriage Dr	Eastbound	1,259	834	12	26	No
Hillcrest Rd/Shady Ln	Southbound	749	807	11	40	No
Hillcrest Rd/Autumn Ridge Dr	Southbound	772	714	18	41	No

CONCLUSIONS

The following are the findings and recommendations from the traffic analysis:

Findings

- Under the existing conditions, all approaches at the study area intersections operate at an overall level of service (LOS) C, or better, during the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which currently operates at LOS E in the PM peak hour.

- Without the project in the Year 2022, Year 2023 and Year 2025, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The proposed Milkhouse Creek Residential Development is projected to generate 1,171 daily trips, 92 AM peak hour trips and 123 PM peak hour trips. Of the 92 trips during the AM peak hour, 24 are inbound trips and 68 are outbound trips. Of the 123 trips during the PM peak hour, 77 are inbound trips and 46 are outbound trips.

- With the project in the Year 2022, Year 2023 and Year 2025 all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The southbound approach at the Cottage Hill/Royal Carriage Drive intersection currently operates, and is projected to operate at, LOS E without and with the project. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location. It should be noted that the project does not change the LOS and adds less than 3.0 seconds of delay for less than 30 southbound vehicles (lefts and rights).

- Based on the 2025 Build traffic volumes, no right-turn lanes are recommended at the study area intersections.

Recommendations

Based on the traffic analysis documented in this report, no right-turn lanes or other off-site mitigation is recommended for the proposed Milkhouse Creek Residential development.

APPENDIX A

TRAFFIC COUNT WORKSHEETS

Intersection: Cottage Hill Rd at Blue Ridge Blvd
AM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0		119	0	1	0	1	0	287	0	408
7:15 AM - 7:30 AM	0	0	0		124	1	3	0	0	1	291	0	420
7:30 AM - 7:45 AM	0	0	0		130	0	2	0	1	1	275	0	409
7:45 AM - 8:00 AM	0	0	0		143	3	1	0	0	0	264	0	411
8:00 AM - 8:15 AM	0	0	0		118	0	0	0	2	0	239	0	359
8:15 AM - 8:30 AM	0	0	0		164	0	0	0	1	0	205	0	370
8:30 AM - 8:45 AM	0	0	0		136	1	1	0	2	1	230	0	371
8:45 AM - 9:00 AM	0	0	0		137	3	1	0	1	0	235	0	377
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0		8	0	0	0	0	0	8	0	16
7:15 AM - 7:30 AM	0	0	0		6	0	0	0	0	0	8	0	14
7:30 AM - 7:45 AM	0	0	0		11	0	0	0	0	0	9	0	20
7:45 AM - 8:00 AM	0	0	0		9	0	0	0	0	0	3	0	12
8:00 AM - 8:15 AM	0	0	0		7	0	0	0	0	0	12	0	19
8:15 AM - 8:30 AM	0	0	0		10	0	0	0	0	0	7	0	17
8:30 AM - 8:45 AM	0	0	0		5	0	0	0	0	0	10	0	15
8:45 AM - 9:00 AM	0	0	0		9	0	0	0	0	0	13	0	22
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	0	0	0	0	516	4	7	0	2	2	1117	0	1648
7:15 AM - 8:15 AM	0	0	0	0	515	4	6	0	3	2	1069	0	1599
7:30 AM - 8:30 AM	0	0	0	0	555	3	3	0	4	1	983	0	1549
7:45 AM - 8:45 AM	0	0	0	0	561	4	2	0	5	1	938	0	1511
8:00 AM - 9:00 AM	0	0	0	0	555	4	2	0	6	1	909	0	1477
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	0	0	0	34	0	0	0	0	0	28	0	62
7:15 AM - 8:15 AM	0	0	0	0	33	0	0	0	0	0	32	0	65
7:30 AM - 8:30 AM	0	0	0	0	37	0	0	0	0	0	31	0	68
7:45 AM - 8:45 AM	0	0	0	0	31	0	0	0	0	0	32	0	63
8:00 AM - 9:00 AM	0	0	0	0	31	0	0	0	0	0	42	0	73
Peak Hour U-Turn			1						3				
Peak Hour	0	0	0	0	516	4	7	0	2	2	1117	0	1648
7:00 AM - 8:00 AM													
Truck Percentage		0.0%			6.5%			0.0%			2.5%		
Peak Hour Factor													98%

Intersection: Cottage Hill Rd at Blue Ridge Blvd

PM Peak — Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	0	0	0		283	4	0	0	0	0	199	0	486
4:15 PM - 4:30 PM	0	0	0		330	1	2	0	0	1	190	0	524
4:30 PM - 4:45 PM	0	0	0		338	1	0	0	0	1	186	0	526
4:45 PM - 5:00 PM	0	0	0		353	0	2	0	0	2	176	0	533
5:00 PM - 5:15 PM	0	0	0		329	2	0	0	0	0	236	0	567
5:15 PM - 5:30 PM	0	0	0		370	3	4	0	0	0	210	0	587
5:30 PM - 5:45 PM	0	0	0		352	7	0	0	1	1	171	0	532
5:45 PM - 6:00 PM	0	0	0		277	4	3	0	1	1	170	0	456
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0		10	0	0	0	0	0	5	0	15
4:15 PM - 4:30 PM	0	0	0		4	0	0	0	0	0	6	0	10
4:30 PM - 4:45 PM	0	0	0		6	0	0	0	0	0	3	0	9
4:45 PM - 5:00 PM	0	0	0		3	0	0	0	0	0	4	0	7
5:00 PM - 5:15 PM	0	0	0		6	0	0	0	0	0	4	0	10
5:15 PM - 5:30 PM	0	0	0		0	0	0	0	0	0	3	0	3
5:30 PM - 5:45 PM	0	0	0		3	0	0	0	0	0	4	0	7
5:45 PM - 6:00 PM	0	0	0		3	0	0	0	0	0	1	0	4
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	0	0	0	0	1304	6	4	0	0	4	751	0	2069
4:15 PM - 5:15 PM	0	0	0	0	1350	4	4	0	0	4	788	0	2150
4:30 PM - 5:30 PM	0	0	0	0	1390	6	6	0	0	3	808	0	2213
4:45 PM - 5:45 PM	0	0	0	0	1404	12	6	0	1	3	793	0	2219
5:00 PM - 6:00 PM	0	0	0	0	1328	16	7	0	2	2	787	0	2142
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	23	0	0	0	0	0	18	0	41
4:15 PM - 5:15 PM	0	0	0	0	19	0	0	0	0	0	17	0	36
4:30 PM - 5:30 PM	0	0	0	0	15	0	0	0	0	0	14	0	29
4:45 PM - 5:45 PM	0	0	0	0	12	0	0	0	0	0	15	0	27
5:00 PM - 6:00 PM	0	0	0	0	12	0	0	0	0	0	12	0	24
Peak Hour U-Turn			4						8				
Peak Hour 4:45 PM - 5:45 PM	0	0	0	0	1404	12	6	0	1	3	793	0	2219
Truck Percentage		0.0%			0.8%			0.0%			1.9%		
Peak Hour Factor													95%

Intersection: Cottage Hill Rd at Royal Carriage Dr

AM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0	0	100	2	6	0	4	1	289	0	402
7:15 AM - 7:30 AM	0	0	0	0	131	1	5	0	2	1	333	0	473
7:30 AM - 7:45 AM	0	0	0	0	117	4	2	0	3	4	290	0	420
7:45 AM - 8:00 AM	0	0	0	0	146	3	6	0	6	5	274	0	440
8:00 AM - 8:15 AM	0	0	0	0	117	4	4	0	3	5	231	0	364
8:15 AM - 8:30 AM	0	0	0	0	168	2	10	0	1	1	212	0	394
8:30 AM - 8:45 AM	0	0	0	0	121	1	5	0	4	0	221	0	352
8:45 AM - 9:00 AM	0	0	0	0	131	4	3	0	0	0	240	0	378
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0		6	0	0	0	0	0	8	0	14
7:15 AM - 7:30 AM	0	0	0		7	0	0	0	0	2	9	0	18
7:30 AM - 7:45 AM	0	0	0		10	1	0	0	0	0	9	0	20
7:45 AM - 8:00 AM	0	0	0		7	0	1	0	0	0	5	0	13
8:00 AM - 8:15 AM	0	0	0		6	0	0	0	0	1	13	0	20
8:15 AM - 8:30 AM	0	0	0		11	0	0	0	0	0	5	0	16
8:30 AM - 8:45 AM	0	0	0		7	0	0	0	0	1	10	0	18
8:45 AM - 9:00 AM	0	0	0		12	0	1	0	0	0	13	0	26
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	0	0	0	0	494	10	19	0	15	11	1186	0	1735
7:15 AM - 8:15 AM	0	0	0	0	511	12	17	0	14	15	1128	0	1697
7:30 AM - 8:30 AM	0	0	0	0	548	13	22	0	13	15	1007	0	1618
7:45 AM - 8:45 AM	0	0	0	0	552	10	25	0	14	11	938	0	1550
8:00 AM - 9:00 AM	0	0	0	0	537	11	22	0	8	6	904	0	1488
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	0	0	0	30	1	1	0	0	2	31	0	65
7:15 AM - 8:15 AM	0	0	0	0	30	1	1	0	0	3	36	0	71
7:30 AM - 8:30 AM	0	0	0	0	34	1	1	0	0	1	32	0	69
7:45 AM - 8:45 AM	0	0	0	0	31	0	1	0	0	2	33	0	67
8:00 AM - 9:00 AM	0	0	0	0	36	0	1	0	0	2	41	0	80
Peak Hour U-Turn			21						3				
Peak Hour	0	0	0	0	494	10	19	0	15	11	1186	0	1735
7:00 AM - 8:00 AM													
Truck Percentage		0.0%			6.2%			2.9%			2.8%		
Peak Hour Factor													92%

Intersection: Cottage Hill Rd at Royal Carriage Dr

PM Peak — Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	3	0	2	2	301	14	7	0	2	2	199	2	534
4:15 PM - 4:30 PM	4	0	3	3	316	9	4	0	2	9	177	2	529
4:30 PM - 4:45 PM	5	0	5	11	335	5	7	0	8	6	165	0	547
4:45 PM - 5:00 PM	3	0	3	9	356	7	3	0	4	5	173	5	568
5:00 PM - 5:15 PM	3	0	4	3	337	12	6	0	2	3	211	0	581
5:15 PM - 5:30 PM	0	0	4	4	391	8	3	0	5	12	217	0	644
5:30 PM - 5:45 PM	4	0	4	6	374	6	8	0	6	4	167	2	581
5:45 PM - 6:00 PM	2	1	6	8	299	14	4	0	4	3	172	4	517
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0		9	0	0	0	0	0	7	0	16
4:15 PM - 4:30 PM	0	0	0		3	0	0	0	0	0	4	0	7
4:30 PM - 4:45 PM	0	0	0		7	0	0	0	0	0	2	0	9
4:45 PM - 5:00 PM	0	0	0		2	0	0	0	0	0	5	0	7
5:00 PM - 5:15 PM	0	0	0		6	0	0	0	0	1	3	0	10
5:15 PM - 5:30 PM	0	0	0		1	0	0	0	0	0	5	0	6
5:30 PM - 5:45 PM	0	0	0		2	0	0	0	0	0	4	0	6
5:45 PM - 6:00 PM	0	0	0		4	0	0	0	0	0	1	0	5
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	15	0	13	25	1308	35	21	0	16	22	714	9	2178
4:15 PM - 5:15 PM	15	0	15	26	1344	33	20	0	16	23	726	7	2225
4:30 PM - 5:30 PM	11	0	16	27	1419	32	19	0	19	26	766	5	2340
4:45 PM - 5:45 PM	10	0	15	22	1458	33	20	0	17	24	768	7	2374
5:00 PM - 6:00 PM	9	1	18	21	1401	40	21	0	17	22	767	6	2323
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	21	0	0	0	0	0	18	0	39
4:15 PM - 5:15 PM	0	0	0	0	18	0	0	0	0	1	14	0	33
4:30 PM - 5:30 PM	0	0	0	0	16	0	0	0	0	1	15	0	32
4:45 PM - 5:45 PM	0	0	0	0	11	0	0	0	0	1	17	0	29
5:00 PM - 6:00 PM	0	0	0	0	13	0	0	0	0	1	13	0	27
Peak Hour U-Turn			25						11				
Peak Hour 4:45 PM - 5:45 PM	10	0	15	22	1458	33	20	0	17	24	768	7	2374
Truck Percentage		0.0%			0.7%			0.0%			2.3%		
Peak Hour Factor													92%

Intersection: Hillcrest Rd at Shady Ln
AM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	1	158	0	0	0	0	0	140	1	8	0	11	319
7:15 AM - 7:30 AM	1	176	0	0	0	0	0	154	2	9	0	10	352
7:30 AM - 7:45 AM	2	172	0	0	0	0	0	184	1	9	0	13	381
7:45 AM - 8:00 AM	3	192	0	0	0	0	0	166	2	7	0	11	381
8:00 AM - 8:15 AM	2	123	0	0	0	0	0	161	4	8	0	5	303
8:15 AM - 8:30 AM	3	108	0	0	0	0	0	156	2	3	0	8	280
8:30 AM - 8:45 AM	1	114	0	0	0	0	0	142	4	8	0	4	273
8:45 AM - 9:00 AM	3	98	0	0	0	0	0	154	1	3	0	8	267
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
7:15 AM - 7:30 AM	0	5	0	0	0	0	0	4	0	1	0	0	10
7:30 AM - 7:45 AM	0	7	0	0	0	0	0	7	0	0	0	0	14
7:45 AM - 8:00 AM	0	5	0	0	0	0	0	2	0	0	0	0	7
8:00 AM - 8:15 AM	0	4	0	0	0	0	0	5	0	1	0	0	10
8:15 AM - 8:30 AM	0	2	0	0	0	0	0	4	0	0	0	1	7
8:30 AM - 8:45 AM	0	4	0	0	0	0	0	11	0	0	0	0	15
8:45 AM - 9:00 AM	0	6	0	0	0	0	0	7	0	0	0	0	13
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
7:15 AM - 8:15 AM	8	663	0	0	0	0	0	665	9	33	0	39	1417
7:30 AM - 8:30 AM	10	595	0	0	0	0	0	667	9	27	0	37	1345
7:45 AM - 8:45 AM	9	537	0	0	0	0	0	625	12	26	0	28	1237
8:00 AM - 9:00 AM	9	443	0	0	0	0	0	613	11	22	0	25	1123
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	20	0	0	0	0	0	15	0	1	0	0	36
7:15 AM - 8:15 AM	0	21	0	0	0	0	0	18	0	2	0	0	41
7:30 AM - 8:30 AM	0	18	0	0	0	0	0	18	0	1	0	1	38
7:45 AM - 8:45 AM	0	15	0	0	0	0	0	22	0	1	0	1	39
8:00 AM - 9:00 AM	0	16	0	0	0	0	0	27	0	1	0	1	45
Peak Hour 7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
Truck Percentage		2.8%			0.0%			2.3%			1.3%		
Peak Hour Factor													94%

Intersection: Hillcrest Rd at Shady Ln
PM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	3	171	0	0	0	0	0	243	3	3	0	5	428
4:15 PM - 4:30 PM	9	184	0	0	0	0	0	260	2	3	0	8	466
4:30 PM - 4:45 PM	5	172	0	0	0	0	0	256	6	5	0	2	446
4:45 PM - 5:00 PM	5	148	0	0	0	0	0	254	5	0	0	7	419
5:00 PM - 5:15 PM	11	210	0	0	0	0	0	279	14	0	0	5	519
5:15 PM - 5:30 PM	9	169	0	0	0	0	0	245	11	7	0	7	448
5:30 PM - 5:45 PM	6	127	0	0	0	0	0	237	10	3	0	8	391
5:45 PM - 6:00 PM	3	164	0	0	0	0	0	195	6	2	0	2	372
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	5	0	0	0	0	0	8	0	0	0	0	13
4:15 PM - 4:30 PM	0	9	0	0	0	0	0	6	0	0	0	0	15
4:30 PM - 4:45 PM	0	2	0	0	0	0	0	7	0	0	0	0	9
4:45 PM - 5:00 PM	0	8	0	0	0	0	0	5	0	0	0	0	13
5:00 PM - 5:15 PM	0	2	0	0	0	0	0	3	0	0	0	0	5
5:15 PM - 5:30 PM	0	4	0	0	0	0	0	4	0	0	0	0	8
5:30 PM - 5:45 PM	1	1	0	0	0	0	0	2	0	0	0	0	4
5:45 PM - 6:00 PM	0	3	0	0	0	0	0	4	1	0	0	0	8
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	22	675	0	0	0	0	0	1013	16	11	0	22	1759
4:15 PM - 5:15 PM	30	714	0	0	0	0	0	1049	27	8	0	22	1850
4:30 PM - 5:30 PM	30	699	0	0	0	0	0	1034	36	12	0	21	1832
4:45 PM - 5:45 PM	31	654	0	0	0	0	0	1015	40	10	0	27	1777
5:00 PM - 6:00 PM	29	670	0	0	0	0	0	956	41	12	0	22	1730
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	24	0	0	0	0	0	26	0	0	0	0	50
4:15 PM - 5:15 PM	0	21	0	0	0	0	0	21	0	0	0	0	42
4:30 PM - 5:30 PM	0	16	0	0	0	0	0	19	0	0	0	0	35
4:45 PM - 5:45 PM	1	15	0	0	0	0	0	14	0	0	0	0	30
5:00 PM - 6:00 PM	1	10	0	0	0	0	0	13	1	0	0	0	25
Peak Hour 4:15 PM - 5:15 PM	30	714	0	0	0	0	0	1049	27	8	0	22	1850
Truck Percentage		2.8%			0.0%			2.0%			0.0%		
Peak Hour Factor													89%

Intersection: Hillcrest Rd at Autumn Ridge Dr
AM Peak — Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	2	164	0	0	0	0	0	126	1	10	0	5	308
7:15 AM - 7:30 AM	1	196	0	0	0	0	0	144	2	11	0	8	362
7:30 AM - 7:45 AM	3	182	0	0	0	0	0	169	0	11	0	4	369
7:45 AM - 8:00 AM	4	196	0	0	0	0	0	153	1	6	0	6	366
8:00 AM - 8:15 AM	5	134	0	0	0	0	0	158	1	9	0	11	318
8:15 AM - 8:30 AM	1	103	0	0	0	0	0	144	1	6	0	4	259
8:30 AM - 8:45 AM	2	116	0	0	0	0	0	131	2	5	0	7	263
8:45 AM - 9:00 AM	3	100	0	0	0	0	0	145	0	4	0	5	257
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	5	0	0	0	0	8
7:15 AM - 7:30 AM	0	5	0	0	0	0	0	4	0	2	0	0	11
7:30 AM - 7:45 AM	0	6	0	0	0	0	0	6	0	0	0	1	13
7:45 AM - 8:00 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
8:00 AM - 8:15 AM	0	4	0	0	0	0	0	5	0	0	0	0	9
8:15 AM - 8:30 AM	1	2	0	0	0	0	0	8	0	0	0	1	12
8:30 AM - 8:45 AM	0	4	0	0	0	0	0	9	0	0	0	0	13
8:45 AM - 9:00 AM	0	4	0	0	0	0	0	8	0	0	0	0	12
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	10	738	0	0	0	0	0	592	4	38	0	23	1405
7:15 AM - 8:15 AM	13	708	0	0	0	0	0	624	4	37	0	29	1415
7:30 AM - 8:30 AM	13	615	0	0	0	0	0	624	3	32	0	25	1312
7:45 AM - 8:45 AM	12	549	0	0	0	0	0	586	5	26	0	28	1206
8:00 AM - 9:00 AM	11	453	0	0	0	0	0	578	4	24	0	27	1097
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	17	0	0	0	0	0	17	0	2	0	1	37
7:15 AM - 8:15 AM	0	18	0	0	0	0	0	17	0	2	0	1	38
7:30 AM - 8:30 AM	1	15	0	0	0	0	0	21	0	0	0	2	39
7:45 AM - 8:45 AM	1	13	0	0	0	0	0	24	0	0	0	1	39
8:00 AM - 9:00 AM	1	14	0	0	0	0	0	30	0	0	0	1	46
Peak Hour 7:15 AM - 8:15 AM	13	708	0	0	0	0	0	624	4	37	0	29	1415
Truck Percentage		2.5%			0.0%			2.7%			4.5%		
Peak Hour Factor													96%

Intersection: Hillcrest Rd at Autumn Ridge Dr
PM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	10	154	0	0	0	0	0	241	6	3	0	5	419
4:15 PM - 4:30 PM	5	167	0	0	0	0	0	238	11	4	0	7	432
4:30 PM - 4:45 PM	4	161	0	0	0	0	0	257	7	5	0	2	436
4:45 PM - 5:00 PM	5	158	0	0	0	0	0	258	8	7	0	4	440
5:00 PM - 5:15 PM	9	161	0	0	0	0	0	307	15	0	0	4	496
5:15 PM - 5:30 PM	5	154	0	0	0	0	0	262	8	7	0	5	441
5:30 PM - 5:45 PM	6	134	0	0	0	0	0	252	11	6	0	5	414
5:45 PM - 6:00 PM	1	132	0	0	0	0	0	211	11	5	0	2	362
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	5	0	0	0	0	0	9	0	0	0	0	14
4:15 PM - 4:30 PM	0	8	0	0	0	0	0	5	0	0	0	0	13
4:30 PM - 4:45 PM	0	2	0	0	0	0	0	6	0	0	0	0	8
4:45 PM - 5:00 PM	0	6	0	0	0	0	0	3	0	0	0	0	9
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	2	0	0	0	0	2
5:15 PM - 5:30 PM	0	5	0	0	0	0	0	2	0	0	0	0	7
5:30 PM - 5:45 PM	0	2	0	0	0	0	0	1	0	0	0	0	3
5:45 PM - 6:00 PM	0	2	0	0	0	0	0	4	0	0	0	0	6
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	24	640	0	0	0	0	0	994	32	19	0	18	1727
4:15 PM - 5:15 PM	23	647	0	0	0	0	0	1060	41	16	0	17	1804
4:30 PM - 5:30 PM	23	634	0	0	0	0	0	1084	38	19	0	15	1813
4:45 PM - 5:45 PM	25	607	0	0	0	0	0	1079	42	20	0	18	1791
5:00 PM - 6:00 PM	21	581	0	0	0	0	0	1032	45	18	0	16	1713
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	21	0	0	0	0	0	23	0	0	0	0	44
4:15 PM - 5:15 PM	0	16	0	0	0	0	0	16	0	0	0	0	32
4:30 PM - 5:30 PM	0	13	0	0	0	0	0	13	0	0	0	0	26
4:45 PM - 5:45 PM	0	13	0	0	0	0	0	8	0	0	0	0	21
5:00 PM - 6:00 PM	0	9	0	0	0	0	0	9	0	0	0	0	18
Peak Hour 4:30 PM - 5:30 PM	23	634	0	0	0	0	0	1084	38	19	0	15	1813
Truck Percentage		2.0%			0.0%			1.2%			0.0%		
Peak Hour Factor													91%

APPENDIX B

2020 EXISTING YEAR INTERSECTION LEVEL OF SERVICE WORKSHEETS

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1117	2	4	516	2	7
Future Vol, veh/h	1117	2	4	516	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1140	2	4	527	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1142	0	1412	571
Stage 1	-	-	-	-	1141	-
Stage 2	-	-	-	-	271	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	580	-	131	469
Stage 1	-	-	-	-	271	-
Stage 2	-	-	-	-	756	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	580	-	130	469
Mov Cap-2 Maneuver	-	-	-	-	224	-
Stage 1	-	-	-	-	271	-
Stage 2	-	-	-	-	751	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	14.8
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	377	-	-	580	-
HCM Lane V/C Ratio	0.024	-	-	0.007	-
HCM Control Delay (s)	14.8	-	-	11.3	-
HCM Lane LOS	B	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1186	11	10	494	0	15	0	19	0	0	0
Future Vol, veh/h	0	1186	11	10	494	0	15	0	19	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1289	12	11	537	0	16	0	21	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	537	0	0	1301	0	0	1585	1854	651	1204	1860	268
Stage 1	-	-	-	-	-	-	1295	1295	-	559	559	-
Stage 2	-	-	-	-	-	-	290	559	-	645	1301	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1020	-	-	507	-	-	72	72	409	142	74	736
Stage 1	-	-	-	-	-	-	170	229	-	486	514	-
Stage 2	-	-	-	-	-	-	691	507	-	432	233	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1020	-	-	507	-	-	71	70	409	133	72	736
Mov Cap-2 Maneuver	-	-	-	-	-	-	159	203	-	317	199	-
Stage 1	-	-	-	-	-	-	170	229	-	486	503	-
Stage 2	-	-	-	-	-	-	676	496	-	410	233	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.2	22.6	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	241	1020	-	-	507	-	-	-	-
HCM Lane V/C Ratio	0.153	-	-	-	0.021	-	-	-	-
HCM Control Delay (s)	22.6	0	-	-	12.3	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.5	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	45	33	6	644	698	7
Future Vol, veh/h	45	33	6	644	698	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	48	35	6	685	743	7

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1101	375	750	0	-	0
Stage 1	746	-	-	-	-	-
Stage 2	355	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	208	625	855	-	-	-
Stage 1	432	-	-	-	-	-
Stage 2	684	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	207	625	855	-	-	-
Mov Cap-2 Maneuver	382	-	-	-	-	-
Stage 1	432	-	-	-	-	-
Stage 2	679	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.6	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	855	-	457	-	-
HCM Lane V/C Ratio	0.007	-	0.182	-	-
HCM Control Delay (s)	9.2	-	14.6	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	37	4	624	708	13
Future Vol, veh/h	29	37	4	624	708	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	30	39	4	650	738	14

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1077	376	751	0	-	0
Stage 1	744	-	-	-	-	-
Stage 2	333	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	209	613	848	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	689	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	208	613	848	-	-	-
Mov Cap-2 Maneuver	325	-	-	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	686	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.7	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	848	-	441	-	-
HCM Lane V/C Ratio	0.005	-	0.156	-	-
HCM Control Delay (s)	9.3	-	14.7	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	793	3	12	1404	1	6
Future Vol, veh/h	793	3	12	1404	1	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	835	3	13	1478	1	6

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	838	0	1600	419
Stage 1	-	-	-	-	836	-
Stage 2	-	-	-	-	764	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	799	-	99	589
Stage 1	-	-	-	-	391	-
Stage 2	-	-	-	-	426	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	799	-	97	589
Mov Cap-2 Maneuver	-	-	-	-	229	-
Stage 1	-	-	-	-	391	-
Stage 2	-	-	-	-	419	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	12.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	481	-	-	799	-
HCM Lane V/C Ratio	0.015	-	-	0.016	-
HCM Control Delay (s)	12.6	-	-	9.6	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	768	24	33	1458	22	17	0	20	15	0	10
Future Vol, veh/h	7	768	24	33	1458	22	17	0	20	15	0	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	8	835	26	36	1585	24	18	0	22	16	0	11

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1609	0	0	861	0	0	1727	2543	430	2101	2544	804
Stage 1	-	-	-	-	-	-	863	863	-	1668	1668	-
Stage 2	-	-	-	-	-	-	864	1680	-	433	876	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	402	-	-	783	-	-	58	27	579	30	27	330
Stage 1	-	-	-	-	-	-	320	374	-	102	155	-
Stage 2	-	-	-	-	-	-	319	153	-	577	369	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	402	-	-	783	-	-	53	25	579	27	25	330
Mov Cap-2 Maneuver	-	-	-	-	-	-	206	123	-	94	128	-
Stage 1	-	-	-	-	-	-	314	367	-	100	148	-
Stage 2	-	-	-	-	-	-	294	146	-	544	362	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	18	37.2
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	316	402	-	-	783	-	-	94	330
HCM Lane V/C Ratio	0.127	0.019	-	-	0.046	-	-	0.173	0.033
HCM Control Delay (s)	18	14.1	-	-	9.8	-	-	51.2	16.3
HCM Lane LOS	C	B	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0.1	-	-	0.6	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	22	8	27	1049	714	30
Future Vol, veh/h	22	8	27	1049	714	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	25	9	30	1179	802	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1469	418	836	0	-	0
Stage 1	819	-	-	-	-	-
Stage 2	650	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	121	589	794	-	-	-
Stage 1	399	-	-	-	-	-
Stage 2	487	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	116	589	794	-	-	-
Mov Cap-2 Maneuver	308	-	-	-	-	-
Stage 1	399	-	-	-	-	-
Stage 2	469	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.3	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	794	-	353	-	-
HCM Lane V/C Ratio	0.038	-	0.095	-	-
HCM Control Delay (s)	9.7	-	16.3	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	15	19	38	1084	634	23
Future Vol, veh/h	15	19	38	1084	634	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	16	21	42	1191	697	25

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1388	361	722	0	-	0
Stage 1	709	-	-	-	-	-
Stage 2	679	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	136	641	883	-	-	-
Stage 1	454	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	130	641	883	-	-	-
Mov Cap-2 Maneuver	265	-	-	-	-	-
Stage 1	454	-	-	-	-	-
Stage 2	449	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.1	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	883	-	394	-	-
HCM Lane V/C Ratio	0.047	-	0.095	-	-
HCM Control Delay (s)	9.3	-	15.1	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

APPENDIX C

YEARS 2022, 2023 AND 2025 WITHOUT PROJECT INTERSECTION LEVEL OF SERVICE WORKSHEETS

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1140	3	5	527	3	8
Future Vol, veh/h	1140	3	5	527	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1163	3	5	538	3	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1166	0	1444	583
Stage 1	-	-	-	-	1165	-
Stage 2	-	-	-	-	279	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	567	-	125	461
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	749	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	567	-	124	461
Mov Cap-2 Maneuver	-	-	-	-	217	-
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	742	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	15.5
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	353	-	-	567	-
HCM Lane V/C Ratio	0.032	-	-	0.009	-
HCM Control Delay (s)	15.5	-	-	11.4	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1210	12	11	504	0	16	0	20	0	0	0
Future Vol, veh/h	0	1210	12	11	504	0	16	0	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1315	13	12	548	0	17	0	22	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	548	0	0	1328	0	0	1620	1894	664	1230	1900	274
Stage 1	-	-	-	-	-	-	1322	1322	-	572	572	-
Stage 2	-	-	-	-	-	-	298	572	-	658	1328	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1011	-	-	495	-	-	68	68	401	136	70	730
Stage 1	-	-	-	-	-	-	164	222	-	477	508	-
Stage 2	-	-	-	-	-	-	683	500	-	424	226	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1011	-	-	495	-	-	67	66	401	126	68	730
Mov Cap-2 Maneuver	-	-	-	-	-	-	154	197	-	309	192	-
Stage 1	-	-	-	-	-	-	164	222	-	477	496	-
Stage 2	-	-	-	-	-	-	666	488	-	401	226	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.3	23.4	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	234	1011	-	-	495	-	-	-	-
HCM Lane V/C Ratio	0.167	-	-	-	0.024	-	-	-	-
HCM Control Delay (s)	23.4	0	-	-	12.5	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	33	7	657	713	8
Future Vol, veh/h	47	33	7	657	713	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	50	35	7	699	759	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1127	384	767	0	-	0
Stage 1	763	-	-	-	-	-
Stage 2	364	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	200	617	842	-	-	-
Stage 1	424	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	198	617	842	-	-	-
Mov Cap-2 Maneuver	374	-	-	-	-	-
Stage 1	424	-	-	-	-	-
Stage 2	670	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.9	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	842	-	447	-	-
HCM Lane V/C Ratio	0.009	-	0.19	-	-
HCM Control Delay (s)	9.3	-	14.9	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	38	5	637	723	14
Future Vol, veh/h	30	38	5	637	723	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	40	5	664	753	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1102	384	768	0	-	0
Stage 1	760	-	-	-	-	-
Stage 2	342	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	201	606	835	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	682	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	200	606	835	-	-	-
Mov Cap-2 Maneuver	318	-	-	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	678	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.9	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	835	-	433	-	-
HCM Lane V/C Ratio	0.006	-	0.164	-	-
HCM Control Delay (s)	9.3	-	14.9	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	809	4	13	1433	2	7
Future Vol, veh/h	809	4	13	1433	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	852	4	14	1508	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	856	0	1636	428
Stage 1	-	-	-	-	854	-
Stage 2	-	-	-	-	782	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	786	-	93	581
Stage 1	-	-	-	-	382	-
Stage 2	-	-	-	-	417	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	786	-	91	581
Mov Cap-2 Maneuver	-	-	-	-	222	-
Stage 1	-	-	-	-	382	-
Stage 2	-	-	-	-	410	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	427	-	-	786	-
HCM Lane V/C Ratio	0.022	-	-	0.017	-
HCM Control Delay (s)	13.6	-	-	9.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	784	25	34	1488	23	18	0	21	16	0	11
Future Vol, veh/h	8	784	25	34	1488	23	18	0	21	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	852	27	37	1617	25	20	0	23	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1642	0	0	879	0	0	1766	2599	440	2147	2601	821
Stage 1	-	-	-	-	-	-	883	883	-	1704	1704	-
Stage 2	-	-	-	-	-	-	883	1716	-	443	897	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	390	-	-	771	-	-	54	25	570	28	25	322
Stage 1	-	-	-	-	-	-	311	367	-	97	149	-
Stage 2	-	-	-	-	-	-	311	146	-	569	361	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	390	-	-	771	-	-	49	23	570	25	23	322
Mov Cap-2 Maneuver	-	-	-	-	-	-	198	116	-	89	123	-
Stage 1	-	-	-	-	-	-	304	359	-	95	142	-
Stage 2	-	-	-	-	-	-	285	139	-	534	353	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	18.7	39.4
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	305	390	-	-	771	-	-	89	322
HCM Lane V/C Ratio	0.139	0.022	-	-	0.048	-	-	0.195	0.037
HCM Control Delay (s)	18.7	14.4	-	-	9.9	-	-	55	16.6
HCM Lane LOS	C	B	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	8	27	1071	729	30
Future Vol, veh/h	23	8	27	1071	729	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	26	9	30	1203	819	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1498	426	853	0	-	0
Stage 1	836	-	-	-	-	-
Stage 2	662	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	115	582	782	-	-	-
Stage 1	391	-	-	-	-	-
Stage 2	480	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	111	582	782	-	-	-
Mov Cap-2 Maneuver	302	-	-	-	-	-
Stage 1	391	-	-	-	-	-
Stage 2	462	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.6	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	782	-	345	-	-
HCM Lane V/C Ratio	0.039	-	0.101	-	-
HCM Control Delay (s)	9.8	-	16.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	39	1106	647	24
Future Vol, veh/h	16	20	39	1106	647	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	43	1215	711	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1417	369	737	0	-	0
Stage 1	724	-	-	-	-	-
Stage 2	693	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	130	634	871	-	-	-
Stage 1	446	-	-	-	-	-
Stage 2	463	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	124	634	871	-	-	-
Mov Cap-2 Maneuver	259	-	-	-	-	-
Stage 1	446	-	-	-	-	-
Stage 2	440	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.4	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	871	-	386	-	-
HCM Lane V/C Ratio	0.049	-	0.102	-	-
HCM Control Delay (s)	9.3	-	15.4	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1151	3	5	532	3	8
Future Vol, veh/h	1151	3	5	532	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1174	3	5	543	3	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1178	0	1458	589
Stage 1	-	-	-	-	1176	-
Stage 2	-	-	-	-	282	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	561	-	123	457
Stage 1	-	-	-	-	260	-
Stage 2	-	-	-	-	747	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	561	-	122	457
Mov Cap-2 Maneuver	-	-	-	-	214	-
Stage 1	-	-	-	-	260	-
Stage 2	-	-	-	-	740	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	15.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	349	-	-	561	-
HCM Lane V/C Ratio	0.032	-	-	0.009	-
HCM Control Delay (s)	15.7	-	-	11.5	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1222	12	11	509	0	16	0	20	0	0	0
Future Vol, veh/h	0	1222	12	11	509	0	16	0	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1328	13	12	553	0	17	0	22	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	553	0	0	1341	0	0	1636	1912	671	1241	1918	277
Stage 1	-	-	-	-	-	-	1335	1335	-	577	577	-
Stage 2	-	-	-	-	-	-	301	577	-	664	1341	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1006	-	-	489	-	-	66	66	397	133	68	726
Stage 1	-	-	-	-	-	-	161	219	-	474	505	-
Stage 2	-	-	-	-	-	-	681	497	-	421	223	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1006	-	-	489	-	-	65	64	397	123	66	726
Mov Cap-2 Maneuver	-	-	-	-	-	-	151	195	-	306	189	-
Stage 1	-	-	-	-	-	-	161	219	-	474	493	-
Stage 2	-	-	-	-	-	-	664	485	-	398	223	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.3	23.8	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	230	1006	-	-	489	-	-	-	-
HCM Lane V/C Ratio	0.17	-	-	-	0.024	-	-	-	-
HCM Control Delay (s)	23.8	0	-	-	12.5	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	33	7	664	720	8
Future Vol, veh/h	47	33	7	664	720	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	50	35	7	706	766	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1138	387	774	0	-	0
Stage 1	770	-	-	-	-	-
Stage 2	368	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	197	614	837	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	673	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	195	614	837	-	-	-
Mov Cap-2 Maneuver	370	-	-	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	667	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	837	-	443	-	-
HCM Lane V/C Ratio	0.009	-	0.192	-	-
HCM Control Delay (s)	9.3	-	15	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	39	5	643	730	14
Future Vol, veh/h	30	39	5	643	730	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	41	5	670	760	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1113	388	775	0	-	0
Stage 1	768	-	-	-	-	-
Stage 2	345	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	198	602	830	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	680	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	197	602	830	-	-	-
Mov Cap-2 Maneuver	315	-	-	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	676	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	830	-	431	-	-
HCM Lane V/C Ratio	0.006	-	0.167	-	-
HCM Control Delay (s)	9.4	-	15	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	818	4	13	1447	2	7
Future Vol, veh/h	818	4	13	1447	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	861	4	14	1523	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	865	0	1652	433
Stage 1	-	-	-	-	863	-
Stage 2	-	-	-	-	789	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	780	-	91	576
Stage 1	-	-	-	-	378	-
Stage 2	-	-	-	-	413	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	780	-	89	576
Mov Cap-2 Maneuver	-	-	-	-	219	-
Stage 1	-	-	-	-	378	-
Stage 2	-	-	-	-	406	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	423	-	-	780	-
HCM Lane V/C Ratio	0.022	-	-	0.018	-
HCM Control Delay (s)	13.7	-	-	9.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	792	25	34	1503	23	18	0	21	16	0	11
Future Vol, veh/h	8	792	25	34	1503	23	18	0	21	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	861	27	37	1634	25	20	0	23	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1659	0	0	888	0	0	1783	2625	444	2168	2625	829
Stage 1	-	-	-	-	-	-	892	892	-	1720	1720	-
Stage 2	-	-	-	-	-	-	891	1733	-	448	905	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	384	-	-	765	-	-	53	24	567	27	24	318
Stage 1	-	-	-	-	-	-	307	363	-	95	146	-
Stage 2	-	-	-	-	-	-	308	144	-	565	358	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	384	-	-	765	-	-	48	22	567	25	22	318
Mov Cap-2 Maneuver	-	-	-	-	-	-	196	114	-	87	120	-
Stage 1	-	-	-	-	-	-	300	354	-	93	139	-
Stage 2	-	-	-	-	-	-	282	137	-	530	350	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	18.8	40.3
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	303	384	-	-	765	-	-	87	318
HCM Lane V/C Ratio	0.14	0.023	-	-	0.048	-	-	0.2	0.038
HCM Control Delay (s)	18.8	14.6	-	-	9.9	-	-	56.4	16.8
HCM Lane LOS	C	B	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	8	27	1081	736	30
Future Vol, veh/h	23	8	27	1081	736	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	26	9	30	1215	827	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1512	430	861	0	-	0
Stage 1	844	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	113	579	776	-	-	-
Stage 1	387	-	-	-	-	-
Stage 2	477	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	109	579	776	-	-	-
Mov Cap-2 Maneuver	299	-	-	-	-	-
Stage 1	387	-	-	-	-	-
Stage 2	459	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.7	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	776	-	342	-	-
HCM Lane V/C Ratio	0.039	-	0.102	-	-
HCM Control Delay (s)	9.8	-	16.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	40	1117	654	24
Future Vol, veh/h	16	20	40	1117	654	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	44	1227	719	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1434	373	745	0	-	0
Stage 1	732	-	-	-	-	-
Stage 2	702	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	127	630	865	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	458	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	121	630	865	-	-	-
Mov Cap-2 Maneuver	255	-	-	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	435	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.5	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	865	-	381	-	-
HCM Lane V/C Ratio	0.051	-	0.104	-	-
HCM Control Delay (s)	9.4	-	15.5	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1174	3	5	543	3	8
Future Vol, veh/h	1174	3	5	543	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1198	3	5	554	3	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1201	0	1486	601
Stage 1	-	-	-	-	1199	-
Stage 2	-	-	-	-	287	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	550	-	117	448
Stage 1	-	-	-	-	252	-
Stage 2	-	-	-	-	742	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	550	-	116	448
Mov Cap-2 Maneuver	-	-	-	-	208	-
Stage 1	-	-	-	-	252	-
Stage 2	-	-	-	-	735	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	15.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	341	-	-	550	-
HCM Lane V/C Ratio	0.033	-	-	0.009	-
HCM Control Delay (s)	15.9	-	-	11.6	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1247	12	11	520	0	16	0	20	0	0	0
Future Vol, veh/h	0	1247	12	11	520	0	16	0	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1355	13	12	565	0	17	0	22	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	565	0	0	1368	0	0	1669	1951	684	1267	1957	283
Stage 1	-	-	-	-	-	-	1362	1362	-	589	589	-
Stage 2	-	-	-	-	-	-	307	589	-	678	1368	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	996	-	-	478	-	-	62	63	389	128	64	720
Stage 1	-	-	-	-	-	-	154	212	-	466	499	-
Stage 2	-	-	-	-	-	-	675	491	-	413	217	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	996	-	-	478	-	-	61	61	389	119	62	720
Mov Cap-2 Maneuver	-	-	-	-	-	-	144	189	-	299	184	-
Stage 1	-	-	-	-	-	-	154	212	-	466	486	-
Stage 2	-	-	-	-	-	-	658	479	-	390	217	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.3	24.7	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	222	996	-	-	478	-	-	-	-
HCM Lane V/C Ratio	0.176	-	-	-	0.025	-	-	-	-
HCM Control Delay (s)	24.7	0	-	-	12.7	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	33	7	677	734	8
Future Vol, veh/h	47	33	7	677	734	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	50	35	7	720	781	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1160	395	789	0	-	0
Stage 1	785	-	-	-	-	-
Stage 2	375	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	190	607	827	-	-	-
Stage 1	413	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	188	607	827	-	-	-
Mov Cap-2 Maneuver	364	-	-	-	-	-
Stage 1	413	-	-	-	-	-
Stage 2	662	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.2	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	827	-	436	-	-
HCM Lane V/C Ratio	0.009	-	0.195	-	-
HCM Control Delay (s)	9.4	-	15.2	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	31	39	5	656	745	14
Future Vol, veh/h	31	39	5	656	745	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	32	41	5	683	776	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1135	395	791	0	-	0
Stage 1	783	-	-	-	-	-
Stage 2	352	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	191	596	819	-	-	-
Stage 1	403	-	-	-	-	-
Stage 2	674	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	190	596	819	-	-	-
Mov Cap-2 Maneuver	308	-	-	-	-	-
Stage 1	403	-	-	-	-	-
Stage 2	670	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.3	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	819	-	421	-	-
HCM Lane V/C Ratio	0.006	-	0.173	-	-
HCM Control Delay (s)	9.4	-	15.3	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	834	4	13	1476	2	7
Future Vol, veh/h	834	4	13	1476	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	878	4	14	1554	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	882	0	1684	441
Stage 1	-	-	-	-	880	-
Stage 2	-	-	-	-	804	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	769	-	87	570
Stage 1	-	-	-	-	371	-
Stage 2	-	-	-	-	406	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	769	-	85	570
Mov Cap-2 Maneuver	-	-	-	-	214	-
Stage 1	-	-	-	-	371	-
Stage 2	-	-	-	-	399	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	416	-	-	769	-
HCM Lane V/C Ratio	0.023	-	-	0.018	-
HCM Control Delay (s)	13.9	-	-	9.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	808	26	35	1533	24	18	0	22	16	0	11
Future Vol, veh/h	8	808	26	35	1533	24	18	0	22	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	878	28	38	1666	26	20	0	24	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1692	0	0	907	0	0	1819	2678	453	2212	2679	846
Stage 1	-	-	-	-	-	-	910	910	-	1755	1755	-
Stage 2	-	-	-	-	-	-	909	1768	-	457	924	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	373	-	-	752	-	-	50	22	559	25	22	310
Stage 1	-	-	-	-	-	-	300	356	-	90	140	-
Stage 2	-	-	-	-	-	-	300	138	-	558	351	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	373	-	-	752	-	-	45	20	559	23	20	310
Mov Cap-2 Maneuver	-	-	-	-	-	-	190	109	-	82	115	-
Stage 1	-	-	-	-	-	-	293	347	-	88	133	-
Stage 2	-	-	-	-	-	-	274	131	-	521	343	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	19.1	42.8
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	298	373	-	-	752	-	-	82	310
HCM Lane V/C Ratio	0.146	0.023	-	-	0.051	-	-	0.212	0.039
HCM Control Delay (s)	19.1	14.9	-	-	10	-	-	60.4	17.1
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	24	8	27	1103	751	30
Future Vol, veh/h	24	8	27	1103	751	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	27	9	30	1239	844	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1541	439	878	0	-	0
Stage 1	861	-	-	-	-	-
Stage 2	680	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	108	571	765	-	-	-
Stage 1	379	-	-	-	-	-
Stage 2	470	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	104	571	765	-	-	-
Mov Cap-2 Maneuver	292	-	-	-	-	-
Stage 1	379	-	-	-	-	-
Stage 2	452	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.1	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	765	-	333	-	-
HCM Lane V/C Ratio	0.04	-	0.108	-	-
HCM Control Delay (s)	9.9	-	17.1	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	40	1140	667	25
Future Vol, veh/h	16	20	40	1140	667	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	44	1253	733	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1461	380	760	0	-	0
Stage 1	747	-	-	-	-	-
Stage 2	714	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	122	624	854	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	452	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	116	624	854	-	-	-
Mov Cap-2 Maneuver	250	-	-	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	429	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.7	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	854	-	375	-	-
HCM Lane V/C Ratio	0.051	-	0.105	-	-
HCM Control Delay (s)	9.4	-	15.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.4	-	-

APPENDIX D

YEARS 2022, 2023 AND 2025 WITH PROJECT INTERSECTION LEVEL OF SERVICE WORKSHEETS

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1140	5	5	527	9	8
Future Vol, veh/h	1140	5	5	527	9	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1163	5	5	538	9	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1168	0	1445	584
Stage 1	-	-	-	-	1166	-
Stage 2	-	-	-	-	279	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	566	-	125	460
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	749	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	566	-	124	460
Mov Cap-2 Maneuver	-	-	-	-	217	-
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	742	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	18.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	289	-	-	566	-
HCM Lane V/C Ratio	0.06	-	-	0.009	-
HCM Control Delay (s)	18.3	-	-	11.4	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1210	12	15	504	0	16	0	30	0	0	0
Future Vol, veh/h	0	1210	12	15	504	0	16	0	30	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1315	13	16	548	0	17	0	33	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	548	0	0	1328	0	0	1629	1902	664	1238	1908	274
Stage 1	-	-	-	-	-	-	1322	1322	-	580	580	-
Stage 2	-	-	-	-	-	-	307	580	-	658	1328	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1011	-	-	495	-	-	67	67	401	134	69	730
Stage 1	-	-	-	-	-	-	164	222	-	472	503	-
Stage 2	-	-	-	-	-	-	675	496	-	424	226	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1011	-	-	495	-	-	65	65	401	120	67	730
Mov Cap-2 Maneuver	-	-	-	-	-	-	153	197	-	299	189	-
Stage 1	-	-	-	-	-	-	164	222	-	472	487	-
Stage 2	-	-	-	-	-	-	653	480	-	390	226	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	22.4	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	256	1011	-	-	495	-	-	-	-
HCM Lane V/C Ratio	0.195	-	-	-	0.033	-	-	-	-
HCM Control Delay (s)	22.4	0	-	-	12.5	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	53	39	9	657	713	10
Future Vol, veh/h	53	39	9	657	713	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	56	41	10	699	759	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1133	385	769	0	-	0
Stage 1	764	-	-	-	-	-
Stage 2	369	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	198	616	841	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	673	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	196	616	841	-	-	-
Mov Cap-2 Maneuver	372	-	-	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	665	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.3	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	841	-	447	-	-
HCM Lane V/C Ratio	0.011	-	0.219	-	-
HCM Control Delay (s)	9.3	-	15.3	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.8	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	38	5	639	729	14
Future Vol, veh/h	30	38	5	639	729	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	40	5	666	759	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1110	387	774	0	-	0
Stage 1	767	-	-	-	-	-
Stage 2	343	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	199	603	831	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	681	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	198	603	831	-	-	-
Mov Cap-2 Maneuver	315	-	-	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	677	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	831	-	430	-	-
HCM Lane V/C Ratio	0.006	-	0.165	-	-
HCM Control Delay (s)	9.4	-	15	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	809	10	13	1433	6	7
Future Vol, veh/h	809	10	13	1433	6	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	852	11	14	1508	6	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	862	0	1639	431
Stage 1	-	-	-	-	857	-
Stage 2	-	-	-	-	782	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	782	-	93	578
Stage 1	-	-	-	-	381	-
Stage 2	-	-	-	-	417	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	782	-	91	578
Mov Cap-2 Maneuver	-	-	-	-	222	-
Stage 1	-	-	-	-	381	-
Stage 2	-	-	-	-	410	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	16.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	332	-	-	782	-
HCM Lane V/C Ratio	0.041	-	-	0.017	-
HCM Control Delay (s)	16.3	-	-	9.7	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	784	25	48	1488	23	18	0	28	16	0	11
Future Vol, veh/h	8	784	25	48	1488	23	18	0	28	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	852	27	52	1617	25	20	0	30	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1642	0	0	879	0	0	1796	2630	440	2177	2631	821
Stage 1	-	-	-	-	-	-	883	883	-	1734	1734	-
Stage 2	-	-	-	-	-	-	913	1747	-	443	897	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	390	-	-	771	-	-	52	24	570	27	24	322
Stage 1	-	-	-	-	-	-	311	367	-	93	144	-
Stage 2	-	-	-	-	-	-	298	141	-	569	361	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	390	-	-	771	-	-	47	22	570	24	22	322
Mov Cap-2 Maneuver	-	-	-	-	-	-	191	110	-	85	116	-
Stage 1	-	-	-	-	-	-	304	359	-	91	134	-
Stage 2	-	-	-	-	-	-	268	131	-	526	353	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.3	18.3	41.1
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	321	390	-	-	771	-	-	85	322
HCM Lane V/C Ratio	0.156	0.022	-	-	0.068	-	-	0.205	0.037
HCM Control Delay (s)	18.3	14.4	-	-	10	-	-	57.9	16.6
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	27	12	33	1071	729	36
Future Vol, veh/h	27	12	33	1071	729	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	30	13	37	1203	819	40

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1515	430	860	0	-	0
Stage 1	839	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	112	579	777	-	-	-
Stage 1	389	-	-	-	-	-
Stage 2	472	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	107	579	777	-	-	-
Mov Cap-2 Maneuver	297	-	-	-	-	-
Stage 1	389	-	-	-	-	-
Stage 2	450	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.8	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	777	-	349	-	-
HCM Lane V/C Ratio	0.048	-	0.126	-	-
HCM Control Delay (s)	9.9	-	16.8	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	39	1112	651	24
Future Vol, veh/h	16	20	39	1112	651	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	43	1222	715	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1426	371	742	0	-	0
Stage 1	729	-	-	-	-	-
Stage 2	697	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	129	632	868	-	-	-
Stage 1	444	-	-	-	-	-
Stage 2	461	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	123	632	868	-	-	-
Mov Cap-2 Maneuver	257	-	-	-	-	-
Stage 1	444	-	-	-	-	-
Stage 2	438	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.5	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	868	-	383	-	-
HCM Lane V/C Ratio	0.049	-	0.103	-	-
HCM Control Delay (s)	9.4	-	15.5	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1151	6	5	532	12	8
Future Vol, veh/h	1151	6	5	532	12	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1174	6	5	543	12	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1181	0	1460	590
Stage 1	-	-	-	-	1178	-
Stage 2	-	-	-	-	282	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	560	-	122	456
Stage 1	-	-	-	-	259	-
Stage 2	-	-	-	-	747	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	560	-	121	456
Mov Cap-2 Maneuver	-	-	-	-	213	-
Stage 1	-	-	-	-	259	-
Stage 2	-	-	-	-	740	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	19.4
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	271	-	-	560	-
HCM Lane V/C Ratio	0.075	-	-	0.009	-
HCM Control Delay (s)	19.4	-	-	11.5	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1222	12	18	509	0	16	0	38	0	0	0
Future Vol, veh/h	0	1222	12	18	509	0	16	0	38	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1328	13	20	553	0	17	0	41	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	553	0	0	1341	0	0	1651	1927	671	1256	1933	277
Stage 1	-	-	-	-	-	-	1335	1335	-	592	592	-
Stage 2	-	-	-	-	-	-	316	592	-	664	1341	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1006	-	-	489	-	-	64	65	397	130	67	726
Stage 1	-	-	-	-	-	-	161	219	-	465	497	-
Stage 2	-	-	-	-	-	-	667	490	-	421	223	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1006	-	-	489	-	-	62	62	397	113	64	726
Mov Cap-2 Maneuver	-	-	-	-	-	-	151	193	-	288	182	-
Stage 1	-	-	-	-	-	-	161	219	-	465	477	-
Stage 2	-	-	-	-	-	-	640	470	-	377	223	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	22.2	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	268	1006	-	-	489	-	-	-	-
HCM Lane V/C Ratio	0.219	-	-	-	0.04	-	-	-	-
HCM Control Delay (s)	22.2	0	-	-	12.7	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	42	10	664	720	11
Future Vol, veh/h	56	42	10	664	720	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	60	45	11	706	766	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1146	389	778	0	-	0
Stage 1	772	-	-	-	-	-
Stage 2	374	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	194	612	834	-	-	-
Stage 1	419	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	191	612	834	-	-	-
Mov Cap-2 Maneuver	368	-	-	-	-	-
Stage 1	419	-	-	-	-	-
Stage 2	660	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.6	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	834	-	444	-	-
HCM Lane V/C Ratio	0.013	-	0.235	-	-
HCM Control Delay (s)	9.4	-	15.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	39	5	646	739	14
Future Vol, veh/h	30	39	5	646	739	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	41	5	673	770	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1124	392	784	0	-	0
Stage 1	777	-	-	-	-	-
Stage 2	347	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	195	598	824	-	-	-
Stage 1	406	-	-	-	-	-
Stage 2	678	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	194	598	824	-	-	-
Mov Cap-2 Maneuver	311	-	-	-	-	-
Stage 1	406	-	-	-	-	-
Stage 2	674	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.1	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	824	-	427	-	-
HCM Lane V/C Ratio	0.006	-	0.168	-	-
HCM Control Delay (s)	9.4	-	15.1	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	818	14	13	1447	8	7
Future Vol, veh/h	818	14	13	1447	8	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	861	15	14	1523	8	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	876	0	1657	438
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	789	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	773	-	91	572
Stage 1	-	-	-	-	376	-
Stage 2	-	-	-	-	413	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	773	-	89	572
Mov Cap-2 Maneuver	-	-	-	-	219	-
Stage 1	-	-	-	-	376	-
Stage 2	-	-	-	-	406	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	17.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	308	-	-	773	-
HCM Lane V/C Ratio	0.051	-	-	0.018	-
HCM Control Delay (s)	17.3	-	-	9.7	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	792	25	55	1503	23	18	0	33	16	0	11
Future Vol, veh/h	8	792	25	55	1503	23	18	0	33	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	861	27	60	1634	25	20	0	36	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1659	0	0	888	0	0	1828	2670	444	2214	2671	829
Stage 1	-	-	-	-	-	-	892	892	-	1766	1766	-
Stage 2	-	-	-	-	-	-	936	1778	-	448	905	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	384	-	-	765	-	-	49	23	567	25	23	318
Stage 1	-	-	-	-	-	-	307	363	-	89	138	-
Stage 2	-	-	-	-	-	-	289	136	-	565	358	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	384	-	-	765	-	-	44	21	567	22	21	318
Mov Cap-2 Maneuver	-	-	-	-	-	-	184	105	-	81	110	-
Stage 1	-	-	-	-	-	-	300	354	-	87	127	-
Stage 2	-	-	-	-	-	-	256	125	-	517	350	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	18.2	43.1
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	327	384	-	-	765	-	-	81	318
HCM Lane V/C Ratio	0.17	0.023	-	-	0.078	-	-	0.215	0.038
HCM Control Delay (s)	18.2	14.6	-	-	10.1	-	-	61.2	16.8
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.6	0.1	-	-	0.3	-	-	0.8	0.1

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	14	37	1081	736	40
Future Vol, veh/h	29	14	37	1081	736	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	33	16	42	1215	827	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1539	436	872	0	-	0
Stage 1	849	-	-	-	-	-
Stage 2	690	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	108	574	769	-	-	-
Stage 1	385	-	-	-	-	-
Stage 2	465	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	102	574	769	-	-	-
Mov Cap-2 Maneuver	291	-	-	-	-	-
Stage 1	385	-	-	-	-	-
Stage 2	440	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	769	-	347	-	-
HCM Lane V/C Ratio	0.054	-	0.139	-	-
HCM Control Delay (s)	9.9	-	17	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	40	1127	660	24
Future Vol, veh/h	16	20	40	1127	660	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	44	1238	725	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1445	376	752	0	-	0
Stage 1	738	-	-	-	-	-
Stage 2	707	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	125	627	860	-	-	-
Stage 1	439	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	119	627	860	-	-	-
Mov Cap-2 Maneuver	253	-	-	-	-	-
Stage 1	439	-	-	-	-	-
Stage 2	432	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.6	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	860	-	378	-	-
HCM Lane V/C Ratio	0.051	-	0.105	-	-
HCM Control Delay (s)	9.4	-	15.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1174	8	5	543	17	8
Future Vol, veh/h	1174	8	5	543	17	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1198	8	5	554	17	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1206	0	1489	603
Stage 1	-	-	-	-	1202	-
Stage 2	-	-	-	-	287	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	547	-	117	447
Stage 1	-	-	-	-	251	-
Stage 2	-	-	-	-	742	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	547	-	116	447
Mov Cap-2 Maneuver	-	-	-	-	207	-
Stage 1	-	-	-	-	251	-
Stage 2	-	-	-	-	735	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	21
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	250	-	-	547	-
HCM Lane V/C Ratio	0.102	-	-	0.009	-
HCM Control Delay (s)	21	-	-	11.6	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1247	12	18	520	0	16	0	38	0	0	0
Future Vol, veh/h	0	1247	12	18	520	0	16	0	38	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1355	13	20	565	0	17	0	41	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	565	0	0	1368	0	0	1684	1966	684	1282	1972	283
Stage 1	-	-	-	-	-	-	1362	1362	-	604	604	-
Stage 2	-	-	-	-	-	-	322	604	-	678	1368	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	996	-	-	478	-	-	61	61	389	125	63	720
Stage 1	-	-	-	-	-	-	154	212	-	457	491	-
Stage 2	-	-	-	-	-	-	661	484	-	413	217	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	996	-	-	478	-	-	59	58	389	108	60	720
Mov Cap-2 Maneuver	-	-	-	-	-	-	144	187	-	281	177	-
Stage 1	-	-	-	-	-	-	154	212	-	457	470	-
Stage 2	-	-	-	-	-	-	633	464	-	369	217	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	22.9	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	259	996	-	-	478	-	-	-	-
HCM Lane V/C Ratio	0.227	-	-	-	0.041	-	-	-	-
HCM Control Delay (s)	22.9	0	-	-	12.9	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	42	10	690	738	11
Future Vol, veh/h	56	42	10	690	738	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	60	45	11	734	785	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1179	398	797	0	-	0
Stage 1	791	-	-	-	-	-
Stage 2	388	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	185	604	821	-	-	-
Stage 1	410	-	-	-	-	-
Stage 2	658	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	183	604	821	-	-	-
Mov Cap-2 Maneuver	359	-	-	-	-	-
Stage 1	410	-	-	-	-	-
Stage 2	649	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.9	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	821	-	435	-	-
HCM Lane V/C Ratio	0.013	-	0.24	-	-
HCM Control Delay (s)	9.4	-	15.9	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.9	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	45	43	7	659	754	18
Future Vol, veh/h	45	43	7	659	754	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	47	45	7	686	785	19

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1153	402	804	0	-	0
Stage 1	795	-	-	-	-	-
Stage 2	358	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	186	590	809	-	-	-
Stage 1	398	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	184	590	809	-	-	-
Mov Cap-2 Maneuver	303	-	-	-	-	-
Stage 1	398	-	-	-	-	-
Stage 2	663	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.8	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	809	-	397	-	-
HCM Lane V/C Ratio	0.009	-	0.231	-	-
HCM Control Delay (s)	9.5	-	16.8	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	834	19	13	1476	11	7
Future Vol, veh/h	834	19	13	1476	11	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	878	20	14	1554	12	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	898	0	1692	449
Stage 1	-	-	-	-	888	-
Stage 2	-	-	-	-	804	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	758	-	86	563
Stage 1	-	-	-	-	367	-
Stage 2	-	-	-	-	406	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	758	-	84	563
Mov Cap-2 Maneuver	-	-	-	-	213	-
Stage 1	-	-	-	-	367	-
Stage 2	-	-	-	-	399	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	18.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	281	-	-	758	-
HCM Lane V/C Ratio	0.067	-	-	0.018	-
HCM Control Delay (s)	18.7	-	-	9.8	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	808	26	56	1533	24	18	0	34	16	0	11
Future Vol, veh/h	8	808	26	56	1533	24	18	0	34	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	878	28	61	1666	26	20	0	37	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1692	0	0	907	0	0	1865	2724	453	2258	2725	846
Stage 1	-	-	-	-	-	-	910	910	-	1801	1801	-
Stage 2	-	-	-	-	-	-	955	1814	-	457	924	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	373	-	-	752	-	-	46	21	559	23	21	310
Stage 1	-	-	-	-	-	-	300	356	-	84	133	-
Stage 2	-	-	-	-	-	-	282	131	-	558	351	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	373	-	-	752	-	-	41	19	559	20	19	310
Mov Cap-2 Maneuver	-	-	-	-	-	-	179	100	-	77	106	-
Stage 1	-	-	-	-	-	-	293	347	-	82	122	-
Stage 2	-	-	-	-	-	-	249	120	-	509	343	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	18.5	45.4
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	322	373	-	-	752	-	-	77	310
HCM Lane V/C Ratio	0.176	0.023	-	-	0.081	-	-	0.226	0.039
HCM Control Delay (s)	18.5	14.9	-	-	10.2	-	-	64.9	17.1
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.6	0.1	-	-	0.3	-	-	0.8	0.1

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	14	37	1113	767	40
Future Vol, veh/h	30	14	37	1113	767	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	34	16	42	1251	862	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1592	453	907	0	-	0
Stage 1	884	-	-	-	-	-
Stage 2	708	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	100	559	746	-	-	-
Stage 1	369	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	94	559	746	-	-	-
Mov Cap-2 Maneuver	280	-	-	-	-	-
Stage 1	369	-	-	-	-	-
Stage 2	429	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.7	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	746	-	333	-	-
HCM Lane V/C Ratio	0.056	-	0.148	-	-
HCM Control Delay (s)	10.1	-	17.7	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	26	23	45	1150	673	41
Future Vol, veh/h	26	23	45	1150	673	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	29	25	49	1264	740	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1493	392	785	0	-	0
Stage 1	762	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	116	613	836	-	-	-
Stage 1	427	-	-	-	-	-
Stage 2	443	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	109	613	836	-	-	-
Mov Cap-2 Maneuver	242	-	-	-	-	-
Stage 1	427	-	-	-	-	-
Stage 2	417	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.7	0.4	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	836	-	338	-	-
HCM Lane V/C Ratio	0.059	-	0.159	-	-
HCM Control Delay (s)	9.6	-	17.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.6	-	-

APPENDIX E

YEAR 2025 NCHRP RIGHT TURN LANE ANALYSIS WORKSHEETS

NCHRP 457 Right Turn Lane Analysis

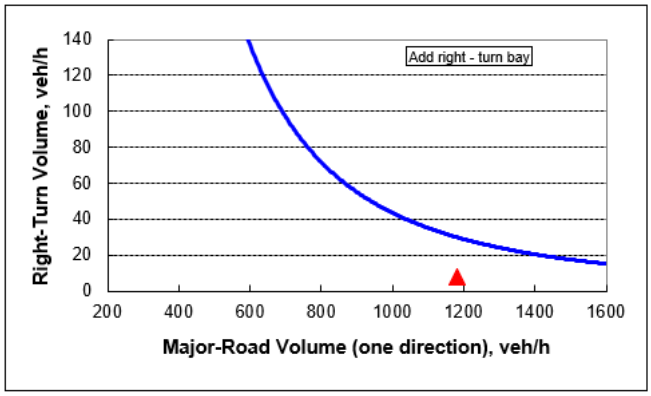
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	1,182
Right-turn volume, veh/h:	8

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	30
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Royal Carriage Drive Eastbound – 2025 AM Peak with Project

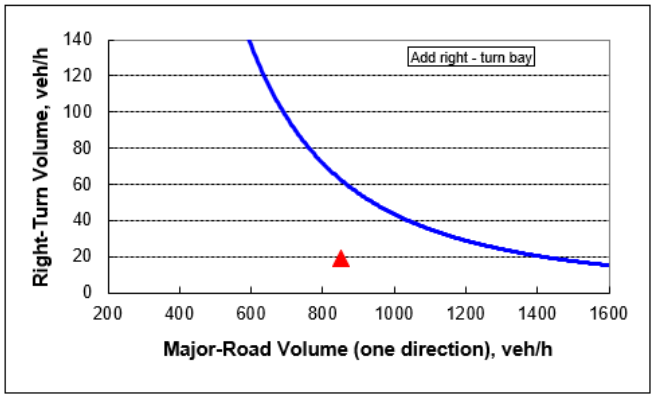
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	853
Right-turn volume, veh/h:	19

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	62
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Royal Carriage Drive Eastbound – 2025 PM Peak with Project

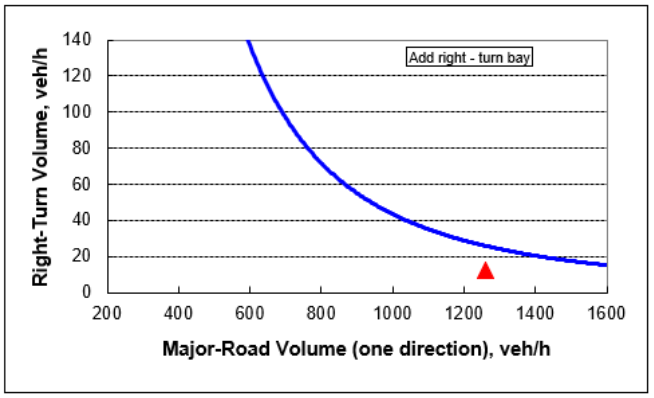
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	1,259
Right-turn volume, veh/h:	12

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	26
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Blue Ridge Boulevard Eastbound – 2025 AM Peak with Project

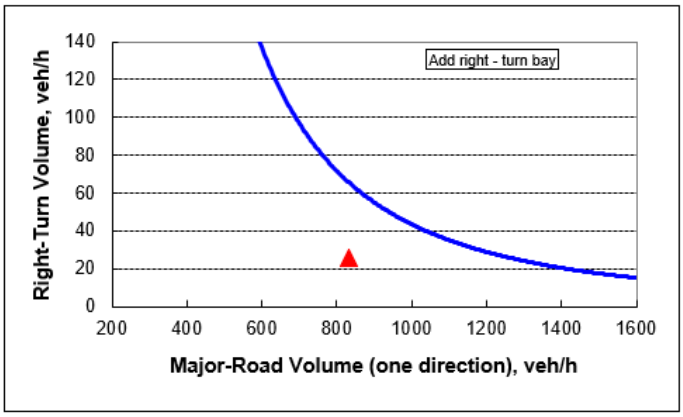
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	834
Right-turn volume, veh/h:	26

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	65
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Blue Ridge Boulevard Eastbound – 2025 PM Peak with Project

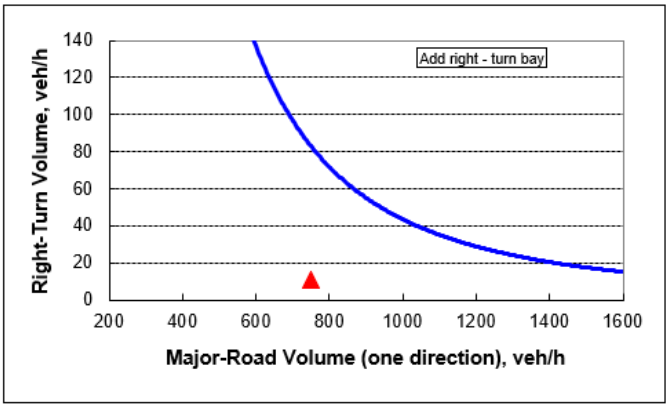
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	749
Right-turn volume, veh/h:	11

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	83
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Shady Lane Southbound – 2025 AM Peak with Project

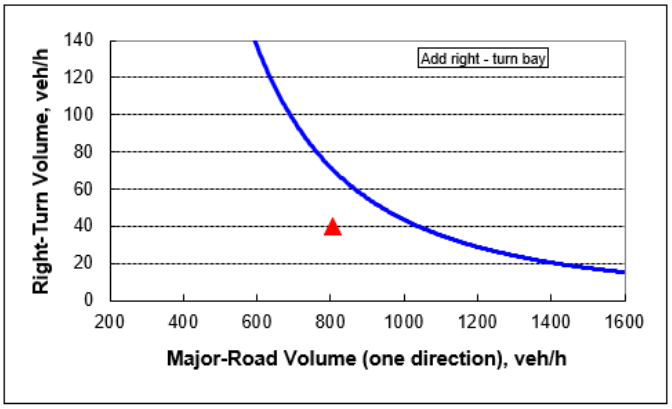
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	806
Right-turn volume, veh/h:	40

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	70
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Shady Lane Southbound – 2025 PM Peak with Project

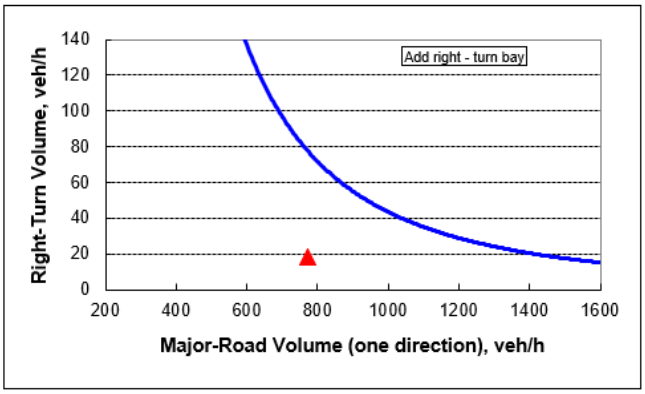
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	772
Right-turn volume, veh/h:	18

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	77
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Autumn Ridge Drive Southbound – 2025 AM Peak with Project

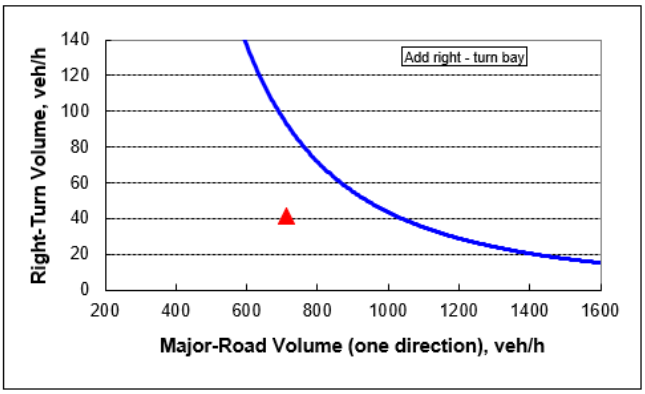
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	714
Right-turn volume, veh/h:	41

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	92
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Autumn Ridge Drive Southbound – 2025 PM Peak with Project

Gresham Smith

June 9, 2022

Milkhouse Creek Traffic Study Addendum – Validation of Original Traffic Counts

MILKHOUSE CREEK RESIDENTIAL SUBDIVISION
MOBILE, ALABAMA
Gresham Smith Project No. 44553.00

Gresham Smith has prepared a response to comments related to the traffic study for the proposed Milkhouse Creek Residential Development in Mobile Alabama, dated April 2020. This memo addresses the accuracy and reasonableness of the traffic counts undertaken for the traffic study, in light of the COVID 19 pandemic in the Year 2020.

The original traffic counts for the Milkhouse Creek Traffic Study were conducted by HSA Consulting Group on March 17, 2020. Due to concerns about the traffic volumes being representative of post COVID 19 traffic conditions, new counts were conducted by All Traffic Data Services on May 24, 2022 (school was still in session on this date). The updated counts are summarized and attached to this addendum.

A review and comparison of the Year 2020 and Year 2022 counts indicate that, while overall traffic volumes have increased, traffic volumes in the peak direction and side street traffic has been relatively consistent. The major increases in traffic volumes tended to be in the non-peak direction (this is especially true along Cottage Hill Road). One other factor that was noted was a change in peak hour spreading. Before the pandemic the traffic counts were less spread-out during the peak hour. Post pandemic the traffic counts seem to more spread-out during the peak hour. This change in traffic pattern is probably due to the fact that more people are working from home, so there is less of a peak 15-minute to 30-minute spike in commuter traffic during the peak hour.

In order to determine if the changes in traffic volumes would change the results and conclusions of the original traffic study, a project build-out level of service (LOS) analysis was undertaken using Synchro software. Table 1 shows the original build-out level of service (and delay) and the updated build-out level of service (and delay) based on Year 2022 counts.

Table 1. With Project Build-Out Intersection Level of Service

Unsignalized Intersection	Original Counts (March 2020)				Updated Counts (May 2022)			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd								
NB Approach	C	21.0	C	18.7	C	23.3	D	25.1
WB Left	B	11.6	A	9.8	B	12.3	B	11.5
Cottage Hill Rd/Royal Carriage Dr								
NB Approach	C	22.9	C	18.5	C	21.3	C	21.4
SB Approach	A	0.0	E	45.4	D	27.1	E	37.7
EB Left	A	0.0	B	14.9	A	0.0	B	14.2
WB Left	B	12.9	B	10.2	B	13.0	B	11.5
Hillcrest Rd/Shady Ln								
NB Left	A	9.4	B	10.1	A	9.4	B	10.2
EB Approach	C	15.9	C	17.7	C	17.7	C	21.8
Hillcrest Rd/Autumn Ridge Dr								
NB Left	A	9.5	A	9.6	A	9.7	B	10.1
EB Approach	C	16.8	C	17.7	C	19.2	C	19.9

Of the 20 level of service calculations at the four (4) study area intersections, four (4) had a change in LOS with the updated counts. Of the four (4) changes in LOS, two (2) were minor, with the change in delay of less than 2.0 seconds. The northbound approach at the Cottage Hill Road/Blue Ridge Boulevard intersection went from C to D, with an increase in delay of approximately 6 ½ seconds. The southbound approach to the Cottage Hill Road/Royal Carriage Drive intersection also showed a change in LOS, though this was because there was zero traffic on this approach in

the 2020 counts. The level of service worksheets for the updated analysis are attached to this addendum.

Based on the results of LOS analysis, the original traffic counts and study have been validated by the updated counts.

Intersection: Cottage Hill Rd at Blue Ridge Blvd
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0	0	120	0	3	0	0	0	336	0	459
7:15 AM - 7:30 AM	0	0	0	0	125	0	1	0	0	1	298	0	425
7:30 AM - 7:45 AM	0	0	0	0	192	1	5	0	0	0	298	0	496
7:45 AM - 8:00 AM	0	0	0	0	194	1	0	0	0	0	268	0	463
8:00 AM - 8:15 AM	0	0	0	0	169	2	1	0	0	0	265	0	437
8:15 AM - 8:30 AM	0	0	0	0	161	2	0	0	0	1	261	0	425
8:30 AM - 8:45 AM	0	0	0	0	177	1	0	0	0	0	247	0	425
8:45 AM - 9:00 AM	0	0	0	0	154	1	2	0	4	0	237	0	398
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0	0	4	0	0	0	0	0	3	0	7
7:15 AM - 7:30 AM	0	0	0	0	5	0	0	0	0	0	2	0	7
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM - 8:00 AM	0	0	0	0	2	0	0	0	0	0	2	0	4
8:00 AM - 8:15 AM	0	0	0	0	1	0	0	0	0	0	1	0	2
8:15 AM - 8:30 AM	0	0	0	0	1	0	0	0	0	0	2	0	3
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
8:45 AM - 9:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	0	0	0	0	631	2	9	0	0	1	1200	0	1843
7:15 AM - 8:15 AM	0	0	0	0	680	4	7	0	0	1	1129	0	1821
7:30 AM - 8:30 AM	0	0	0	0	716	6	6	0	0	1	1092	0	1821
7:45 AM - 8:45 AM	0	0	0	0	701	6	1	0	0	1	1041	0	1750
8:00 AM - 9:00 AM	0	0	0	0	661	6	3	0	4	1	1010	0	1685
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	0	0	0	11	0	0	0	0	0	7	0	18
7:15 AM - 8:15 AM	0	0	0	0	8	0	0	0	0	0	5	0	13
7:30 AM - 8:30 AM	0	0	0	0	4	0	0	0	0	0	5	0	9
7:45 AM - 8:45 AM	0	0	0	0	4	0	0	0	0	0	6	0	10
8:00 AM - 9:00 AM	0	0	0	0	2	0	0	0	0	0	5	0	7
Peak Hour U-Turn													
Peak Hour	0	0	0	0	631	2	9	0	0	1	1200	0	1843
7:00 AM - 8:00 AM													
Truck Percentage		0.0%			1.7%			0.0%			0.6%		
Peak Hour Factor													93%

Intersection: Cottage Hill Rd at Blue Ridge Blvd
PM Peak — Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	0	0	0	0	364	2	0	0	0	0	227	0	643
4:15 PM - 4:30 PM	0	0	0	0	332	2	2	0	0	0	223	0	614
4:30 PM - 4:45 PM	0	0	0	0	347	2	2	0	2	0	271	0	686
4:45 PM - 5:00 PM	0	0	0	0	369	1	3	0	1	0	267	0	675
5:00 PM - 5:15 PM	0	0	0	0	379	5	1	0	0	0	244	0	666
5:15 PM - 5:30 PM	0	0	0	0	337	1	0	0	0	0	271	0	680
5:30 PM - 5:45 PM	0	0	0	0	388	2	0	0	1	1	229	0	679
5:45 PM - 6:00 PM	0	0	0	0	362	1	4	0	0	2	242	0	647
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	1	0	0	0	0	0	0	0	2
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	1
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	2
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	2	0	0
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	0	0	0	0	1412	7	7	0	3	0	988	0	2417
4:15 PM - 5:15 PM	0	0	0	0	1427	10	8	0	3	0	1005	0	2453
4:30 PM - 5:30 PM	0	0	0	0	1432	9	6	0	3	0	1053	0	2503
4:45 PM - 5:45 PM	0	0	0	0	1473	9	4	0	2	1	1011	0	2500
5:00 PM - 6:00 PM	0	0	0	0	1466	9	5	0	1	3	986	0	2470
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	1	0	0	0	0	0	2	0	3
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	4	0	4
4:30 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	3	0	3
4:45 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	3	0	3
5:00 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
Peak Hour U-Turn													
Peak Hour	0	0	0	0	1432	9	6	0	3	0	1053	0	2503
4:30 PM - 5:30 PM													
Truck Percentage		0.0%			0.0%			0.0%			0.3%		
Peak Hour Factor													91%

Intersection: Cottage Hill Rd at Royal Carriage Dr
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0	0	119	5	7	0	3	6	328	0	468
7:15 AM - 7:30 AM	1	0	1	1	123	2	8	0	1	3	345	0	485
7:30 AM - 7:45 AM	0	0	0	0	190	3	5	0	3	6	315	0	522
7:45 AM - 8:00 AM	0	0	0	1	200	2	6	0	1	3	286	0	499
8:00 AM - 8:15 AM	0	0	0	1	151	1	6	0	3	4	275	0	441
8:15 AM - 8:30 AM	0	0	1	1	159	3	4	0	6	3	267	0	444
8:30 AM - 8:45 AM	0	0	0	0	175	3	7	0	3	1	263	0	452
8:45 AM - 9:00 AM	0	0	0	1	156	4	6	0	1	7	228	0	403
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0	0	4	0	0	0	0	0	3	0	7
7:15 AM - 7:30 AM	1	0	1	1	5	0	0	0	0	0	2	0	10
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
7:45 AM - 8:00 AM	0	0	0	0	2	0	0	0	0	0	2	0	4
8:00 AM - 8:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	1
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	2	0	2
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
8:45 AM - 9:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	1	0	1	2	632	12	26	0	8	18	1274	0	1974
7:15 AM - 8:15 AM	1	0	1	3	664	8	25	0	8	16	1221	0	1947
7:30 AM - 8:30 AM	0	0	1	3	700	9	21	0	13	16	1143	0	1906
7:45 AM - 8:45 AM	0	0	1	3	685	9	23	0	13	11	1091	0	1836
8:00 AM - 9:00 AM	0	0	1	3	641	11	23	0	13	15	1033	0	1740
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	1	0	1	1	11	0	0	0	0	0	8	0	22
7:15 AM - 8:15 AM	1	0	1	1	8	0	0	0	0	0	5	0	16
7:30 AM - 8:30 AM	0	0	0	0	3	0	0	0	0	0	5	0	8
7:45 AM - 8:45 AM	0	0	0	0	3	0	0	0	0	0	5	0	8
8:00 AM - 9:00 AM	0	0	0	1	1	0	0	0	0	0	3	0	5
Peak Hour U-Turn													
Peak Hour	1	0	1	2	632	12	26	0	8	18	1274	0	1974
7:00 AM - 8:00 AM													
Truck Percentage		100.0%			1.9%			0.0%			0.6%		
Peak Hour Factor													95%

Intersection: Cottage Hill Rd at Royal Carriage Dr

PM Peak — Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	8	0	3	2	374	10	5	0	3	8	230	0	643
4:15 PM - 4:30 PM	4	0	1	5	342	11	9	0	4	8	230	0	614
4:30 PM - 4:45 PM	0	0	2	5	369	9	12	0	8	9	271	1	686
4:45 PM - 5:00 PM	5	0	1	8	381	8	5	0	2	12	253	0	675
5:00 PM - 5:15 PM	6	0	4	10	380	10	4	0	1	7	240	4	666
5:15 PM - 5:30 PM	6	1	4	7	362	7	8	0	1	7	274	3	680
5:30 PM - 5:45 PM	9	0	6	10	386	8	6	1	5	10	231	7	679
5:45 PM - 6:00 PM	8	1	4	6	363	5	8	0	6	6	238	2	647
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	1	0	0	0	0	0	1	0	2
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	1
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	17	0	7	20	1466	38	31	0	17	37	984	1	2618
4:15 PM - 5:15 PM	15	0	8	28	1472	38	30	0	15	36	994	5	2641
4:30 PM - 5:30 PM	17	1	11	30	1492	34	29	0	12	35	1038	8	2707
4:45 PM - 5:45 PM	26	1	15	35	1509	33	23	1	9	36	998	14	2700
5:00 PM - 6:00 PM	29	2	18	33	1491	30	26	1	13	30	983	16	2672
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	1	0	0	0	0	0	4	0	5
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	3	0	3
4:30 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	4	0	4
4:45 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	4	0	4
5:00 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
Peak Hour U-Turn													
Peak Hour 4:30 PM - 5:30 PM	17	1	11	30	1492	34	29	0	12	35	1038	8	2707
Truck Percentage		0.0%			0.0%			0.0%			0.4%		
Peak Hour Factor													99%

Intersection: Hillcrest Rd at Shady Ln
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	1	158	0	0	0	0	0	140	1	8	0	11	319
7:15 AM - 7:30 AM	1	176	0	0	0	0	0	154	2	9	0	10	352
7:30 AM - 7:45 AM	2	172	0	0	0	0	0	184	1	9	0	13	381
7:45 AM - 8:00 AM	3	192	0	0	0	0	0	166	2	7	0	11	381
8:00 AM - 8:15 AM	2	123	0	0	0	0	0	161	4	8	0	5	303
8:15 AM - 8:30 AM	3	108	0	0	0	0	0	156	2	3	0	8	280
8:30 AM - 8:45 AM	1	114	0	0	0	0	0	142	4	8	0	4	273
8:45 AM - 9:00 AM	3	98	0	0	0	0	0	154	1	3	0	8	267
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
7:15 AM - 7:30 AM	0	5	0	0	0	0	0	4	0	1	0	0	10
7:30 AM - 7:45 AM	0	7	0	0	0	0	0	7	0	0	0	0	14
7:45 AM - 8:00 AM	0	5	0	0	0	0	0	2	0	0	0	0	7
8:00 AM - 8:15 AM	0	4	0	0	0	0	0	5	0	1	0	0	10
8:15 AM - 8:30 AM	0	2	0	0	0	0	0	4	0	0	0	1	7
8:30 AM - 8:45 AM	0	4	0	0	0	0	0	11	0	0	0	0	15
8:45 AM - 9:00 AM	0	6	0	0	0	0	0	7	0	0	0	0	13
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
7:15 AM - 8:15 AM	8	663	0	0	0	0	0	665	9	33	0	39	1417
7:30 AM - 8:30 AM	10	595	0	0	0	0	0	667	9	27	0	37	1345
7:45 AM - 8:45 AM	9	537	0	0	0	0	0	625	12	26	0	28	1237
8:00 AM - 9:00 AM	9	443	0	0	0	0	0	613	11	22	0	25	1123
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	20	0	0	0	0	0	15	0	1	0	0	36
7:15 AM - 8:15 AM	0	21	0	0	0	0	0	18	0	2	0	0	41
7:30 AM - 8:30 AM	0	18	0	0	0	0	0	18	0	1	0	1	38
7:45 AM - 8:45 AM	0	15	0	0	0	0	0	22	0	1	0	1	39
8:00 AM - 9:00 AM	0	16	0	0	0	0	0	27	0	1	0	1	45
Peak Hour 7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
Truck Percentage		2.8%			0.0%			2.3%			1.3%		
Peak Hour Factor													94%

Intersection: Hillcrest Rd at Shady Ln
PM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	5	163	0	0	0	0	0	256	11	3	0	2	440
4:15 PM - 4:30 PM	5	158	0	0	0	0	0	274	11	4	0	5	457
4:30 PM - 4:45 PM	10	184	0	0	0	0	0	264	7	6	0	6	477
4:45 PM - 5:00 PM	8	183	0	0	0	0	0	289	16	4	0	5	505
5:00 PM - 5:15 PM	3	169	0	0	0	0	0	307	11	8	0	3	501
5:15 PM - 5:30 PM	8	206	0	0	0	0	0	336	10	4	0	11	575
5:30 PM - 5:45 PM	11	169	0	0	0	0	0	278	10	6	0	6	480
5:45 PM - 6:00 PM	8	182	0	0	0	0	0	248	6	8	0	8	460
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	28	688	0	0	0	0	0	1083	45	17	0	18	1879
4:15 PM - 5:15 PM	26	694	0	0	0	0	0	1134	45	22	0	19	1940
4:30 PM - 5:30 PM	29	742	0	0	0	0	0	1196	44	22	0	25	2058
4:45 PM - 5:45 PM	30	727	0	0	0	0	0	1210	47	22	0	25	2061
5:00 PM - 6:00 PM	30	726	0	0	0	0	0	1169	37	26	0	28	2016
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
4:45 PM - 5:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:00 PM - 6:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
Peak Hour 4:45 PM - 5:45 PM	30	727	0	0	0	0	0	1210	47	22	0	25	2061
Truck Percentage		0.3%			0.0%			0.0%			0.0%		
Peak Hour Factor													90%

Intersection: Hillcrest Rd at Autumn Ridge Dr
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	2	188	0	0	0	0	0	139	2	13	0	3	347
7:15 AM - 7:30 AM	2	211	0	0	0	0	0	180	4	16	0	11	424
7:30 AM - 7:45 AM	1	208	0	0	0	0	0	206	2	9	0	7	433
7:45 AM - 8:00 AM	1	189	0	0	0	0	0	200	6	6	0	10	412
8:00 AM - 8:15 AM	2	142	0	0	0	0	0	188	7	3	0	9	351
8:15 AM - 8:30 AM	2	130	0	0	0	0	0	168	3	4	0	6	313
8:30 AM - 8:45 AM	2	128	0	0	0	0	0	172	0	5	0	4	311
8:45 AM - 9:00 AM	4	111	0	0	0	0	0	155	5	5	0	8	288
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
7:15 AM - 7:30 AM	0	1	0	0	0	0	0	4	0	0	0	0	5
7:30 AM - 7:45 AM	0	5	0	0	0	0	0	0	0	0	0	0	5
7:45 AM - 8:00 AM	0	1	0	0	0	0	0	1	0	0	0	0	2
8:00 AM - 8:15 AM	0	1	0	0	0	0	0	1	0	0	0	0	2
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	1	0	0	0	0	1
8:45 AM - 9:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	6	796	0	0	0	0	0	725	14	44	0	31	1616
7:15 AM - 8:15 AM	6	750	0	0	0	0	0	774	19	34	0	37	1620
7:30 AM - 8:30 AM	6	669	0	0	0	0	0	762	18	22	0	32	1509
7:45 AM - 8:45 AM	7	589	0	0	0	0	0	728	16	18	0	29	1387
8:00 AM - 9:00 AM	10	511	0	0	0	0	0	683	15	17	0	27	1263
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	10	0	0	0	0	0	7	0	0	0	0	17
7:15 AM - 8:15 AM	0	8	0	0	0	0	0	6	0	0	0	0	14
7:30 AM - 8:30 AM	0	7	0	0	0	0	0	2	0	0	0	0	9
7:45 AM - 8:45 AM	0	2	0	0	0	0	0	3	0	0	0	0	5
8:00 AM - 9:00 AM	0	2	0	0	0	0	0	2	0	0	0	0	4
Peak Hour 7:15 AM - 8:15 AM	6	750	0	0	0	0	0	774	19	34	0	37	1620
Truck Percentage		1.1%			0.0%			0.8%			0.0%		
Peak Hour Factor													94%

Intersection: Hillcrest Rd at Autumn Ridge Dr
PM Peak Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	1	157	0	0	0	0	0	249	10	2	0	4	423
4:15 PM - 4:30 PM	5	163	0	0	0	0	0	292	14	3	0	2	479
4:30 PM - 4:45 PM	2	172	0	0	0	0	0	261	6	5	0	4	450
4:45 PM - 5:00 PM	5	180	0	0	0	0	0	315	13	8	0	6	527
5:00 PM - 5:15 PM	8	170	0	0	0	0	0	317	16	3	0	1	515
5:15 PM - 5:30 PM	10	193	0	0	0	0	0	342	10	10	0	6	571
5:30 PM - 5:45 PM	14	165	0	0	0	0	0	287	12	7	0	5	490
5:45 PM - 6:00 PM	4	173	1	0	0	0	0	234	18	3	0	6	439
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	13	672	0	0	0	0	0	1117	43	18	0	16	1879
4:15 PM - 5:15 PM	20	685	0	0	0	0	0	1185	49	19	0	13	1971
4:30 PM - 5:30 PM	25	715	0	0	0	0	0	1235	45	26	0	17	2063
4:45 PM - 5:45 PM	37	708	0	0	0	0	0	1261	51	28	0	18	2103
5:00 PM - 6:00 PM	36	701	1	0	0	0	0	1180	56	23	0	18	2015
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
4:45 PM - 5:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:00 PM - 6:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
Peak Hour 4:45 PM - 5:45 PM	37	708	0	0	0	0	0	1261	51	28	0	18	2103
Truck Percentage		0.3%			0.0%			0.0%			0.0%		
Peak Hour Factor													92%

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1262	7	3	664	14	10
Future Vol, veh/h	1262	7	3	664	14	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	1	1	2	2	0	0
Mvmt Flow	1357	8	3	714	15	11

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1365	0	1724	683
Stage 1	-	-	-	-	1361	-
Stage 2	-	-	-	-	363	-
Critical Hdwy	-	-	4.14	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.22	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	499	-	82	396
Stage 1	-	-	-	-	207	-
Stage 2	-	-	-	-	680	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	499	-	82	396
Mov Cap-2 Maneuver	-	-	-	-	169	-
Stage 1	-	-	-	-	207	-
Stage 2	-	-	-	-	676	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	23.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	222	-	-	499	-
HCM Lane V/C Ratio	0.116	-	-	0.006	-
HCM Control Delay (s)	23.3	-	-	12.3	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1339	19	20	665	3	9	0	46	2	0	2
Future Vol, veh/h	0	1339	19	20	665	3	9	0	46	2	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	100	100	100
Mvmt Flow	0	1409	20	21	700	3	9	0	48	2	0	2

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	703	0	0	1429	0	0	1811	2164	715	1449	2173	352
Stage 1	-	-	-	-	-	-	1419	1419	-	744	744	-
Stage 2	-	-	-	-	-	-	392	745	-	705	1429	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	9.5	8.5	8.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	8.5	7.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	8.5	7.5	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	4.5	5	4.3
Pot Cap-1 Maneuver	897	-	-	472	-	-	50	48	378	38	14	430
Stage 1	-	-	-	-	-	-	146	205	-	212	245	-
Stage 2	-	-	-	-	-	-	610	424	-	228	84	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	897	-	-	472	-	-	48	46	378	32	13	430
Mov Cap-2 Maneuver	-	-	-	-	-	-	119	143	-	103	49	-
Stage 1	-	-	-	-	-	-	146	205	-	212	234	-
Stage 2	-	-	-	-	-	-	580	405	-	199	84	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	21.3	27.1
HCM LOS			C	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	279	897	-	-	472	-	-	103	430
HCM Lane V/C Ratio	0.208	-	-	-	0.045	-	-	0.02	0.005
HCM Control Delay (s)	21.3	0	-	-	13	-	-	40.7	13.4
HCM Lane LOS	C	A	-	-	B	-	-	E	B
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	0.1	0

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	42	10	690	738	11
Future Vol, veh/h	56	42	10	690	738	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	60	45	11	734	785	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1180	399	797	0	-	0
Stage 1	791	-	-	-	-	-
Stage 2	389	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	185	603	821	-	-	-
Stage 1	410	-	-	-	-	-
Stage 2	657	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	183	603	821	-	-	-
Mov Cap-2 Maneuver	305	-	-	-	-	-
Stage 1	405	-	-	-	-	-
Stage 2	657	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.7	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	821	-	387	-	-
HCM Lane V/C Ratio	0.013	-	0.269	-	-
HCM Control Delay (s)	9.4	-	17.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	1.1	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	52	41	22	817	798	11
Future Vol, veh/h	52	41	22	817	798	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	0	0	1	1	1	1
Mvmt Flow	55	44	23	869	849	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1336	431	861	0	-	0
Stage 1	855	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	147	578	783	-	-	-
Stage 1	382	-	-	-	-	-
Stage 2	593	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	143	578	783	-	-	-
Mov Cap-2 Maneuver	269	-	-	-	-	-
Stage 1	371	-	-	-	-	-
Stage 2	593	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	19.2	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	783	-	352	-	-
HCM Lane V/C Ratio	0.03	-	0.281	-	-
HCM Control Delay (s)	9.7	-	19.2	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1.1	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1107	15	10	1506	13	7
Future Vol, veh/h	1107	15	10	1506	13	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	1216	16	11	1655	14	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1232	0	2074	616
Stage 1	-	-	-	-	1224	-
Stage 2	-	-	-	-	850	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	567	-	48	438
Stage 1	-	-	-	-	245	-
Stage 2	-	-	-	-	384	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	567	-	47	438
Mov Cap-2 Maneuver	-	-	-	-	156	-
Stage 1	-	-	-	-	245	-
Stage 2	-	-	-	-	377	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	25.1
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	201	-	-	567	-
HCM Lane V/C Ratio	0.109	-	-	0.019	-
HCM Control Delay (s)	25.1	-	-	11.5	-
HCM Lane LOS	D	-	-	B	-
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	1091	37	57	1569	32	13	0	43	12	2	18
Future Vol, veh/h	9	1091	37	57	1569	32	13	0	43	12	2	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	99	99	99	99	99	99	99	99	99
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	1102	37	58	1585	32	13	0	43	12	2	18

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1617	0	0	1139	0	0	2049	2872	570	2286	2874	809
Stage 1	-	-	-	-	-	-	1139	1139	-	1717	1717	-
Stage 2	-	-	-	-	-	-	910	1733	-	569	1157	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	399	-	-	615	-	-	33	17	470	22	17	328
Stage 1	-	-	-	-	-	-	218	278	-	95	146	-
Stage 2	-	-	-	-	-	-	300	144	-	479	273	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	399	-	-	615	-	-	28	15	470	18	15	328
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	82	-	73	80	-
Stage 1	-	-	-	-	-	-	213	272	-	93	132	-
Stage 2	-	-	-	-	-	-	253	130	-	425	267	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	21.4	37.7
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	276	399	-	-	615	-	-	74	328
HCM Lane V/C Ratio	0.205	0.023	-	-	0.094	-	-	0.191	0.055
HCM Control Delay (s)	21.4	14.2	-	-	11.5	-	-	64.8	16.6
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.8	0.1	-	-	0.3	-	-	0.7	0.2

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	28	57	1282	781	40
Future Vol, veh/h	33	28	57	1282	781	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	0	0	0	0	3	3
Mvmt Flow	37	31	63	1424	868	44

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1728	456	912	0	-	0
Stage 1	890	-	-	-	-	-
Stage 2	838	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.1	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	81	557	755	-	-	-
Stage 1	366	-	-	-	-	-
Stage 2	390	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	74	557	755	-	-	-
Mov Cap-2 Maneuver	198	-	-	-	-	-
Stage 1	336	-	-	-	-	-
Stage 2	390	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	21.8	0.4	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	755	-	281	-	-
HCM Lane V/C Ratio	0.084	-	0.241	-	-
HCM Control Delay (s)	10.2	-	21.8	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.3	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	33	59	1336	751	55
Future Vol, veh/h	29	33	59	1336	751	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	32	36	64	1452	816	60

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1700	438	876	0	-	0
Stage 1	846	-	-	-	-	-
Stage 2	854	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	85	572	773	-	-	-
Stage 1	386	-	-	-	-	-
Stage 2	382	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	78	572	773	-	-	-
Mov Cap-2 Maneuver	203	-	-	-	-	-
Stage 1	354	-	-	-	-	-
Stage 2	382	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	19.9	0.4	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	773	-	309	-	-
HCM Lane V/C Ratio	0.083	-	0.218	-	-
HCM Control Delay (s)	10.1	-	19.9	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.3	-	0.8	-	-