AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, December 13, 2022, 10:30 AM

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

   Pastor Josh Sparkman, Christ Presbyterian Church

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   December 6, 2022

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Justine Bixler for a waiver of the Noise Ordinance at 4513 Old Shell Road on December 22, 2022, from 7:00 p.m. - 10:00 p.m. (District 5).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 906 Donald Street a public nuisance and order it secured/demolished (District 1).

    Public hearing to declare the structure at 1812 Legrande Drive a public nuisance and order it demolished (District 1)

    Public hearing to declare the structure at 1705 Northview Drive a public nuisance and order it demolished (District 1)

    Public hearing to 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.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Clark, Visit Mobile - DestinationNEXT study of tourism in Mobile.

Timothy Jensen - Speak in opposition to medical cannabis dispensaries in Mobile.

Michelle Simons - Questions and concerns regarding annexation.

John Arendall - Thank Council for their support of the Mobile Law Enforcement Foundation and the MPD.

12. ORDINANCES HELD OVER

01-062 Ordinance to authorize the operation of medical cannabis dispensing sites within the City limits of the City of Mobile (sponsored by Councilmembers Penn, Carroll, Small, Daves and Gregory).

64-067 Rezone property located at 3200 and 3202 Old Shell Road from R-1 and B-3 to B-3 (sponsored by Councilmember Penn).

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).

13. CONSENT RESOLUTIONS HELD OVER

40-895 Declare the structure at 9 1/2 N. Cedar Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

01-1074 Authorize agreement with Spire Gulf, Inc. for addition or removal of gas lights (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-1075 Authorize purchase order to Dogwood Productions, Inc. for website hosting, maintenance and livestreaming services (January-September, 2023); $37,125.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1076 Approve purchase order to D3, Inc., d/b/a 9 to 5 Seating, for furniture for Lafayette St. City Resource Center; $22,298.76 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1077 Approve purchase order to ADELTE Ports & Maritime S.L.U. for passenger boarding bridge for Cruise Terminal; $4,890,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1078 Approve purchase order to Intterra for one-year subscription to operations situational awareness software for MFRD; $24,671.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1079 Approve item based bid for printing and mailing of Revenue Department business license forms (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1080 Authorize contract with Dorsey & Dorsey Engineering, Inc., for 2022 PAYGO resurfacing; (D4-7); $350,000.00 (sponsored by Councilmembers Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-1081 Authorize contract with Geotechnical Engineering Testing, Inc. for 2022 PAYGO resurfacing; (D4-7); $66,000.00 (sponsored by Councilmembers Reynolds, Daves, Jones & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

37-1082 Consider approval of a Certificate of Public Convenience and Necessity to Bethel Non-Emergency Medical Transportation, LLC to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

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

15. ORDINANCES BEING INTRODUCED

64-069 Consider an ordinance to amend Section 64.3.I, Downtown Development District, of the current Zoning Ordinance, Chapter 64 of the Mobile City Code, 1991, and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmembers Carroll and Jones).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-1087 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Club Elegance; 208 N. Lafayette Street (sponsored by Councilmember Carroll).

40-1088 Declare the structure at 906 Donald Street a public nuisance and order it secured/demolished (sponsored by Councilmember Penn).

40-1089 Declare the structure at 1812 Legrande Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1090 Declare the structure at 1705 Northview Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

58-1091 Assess cost for removal of weeds, Weed Lien Group 1629.

60-1092 Approve award of special bonus to the Public Works at Large Employee of the Month; Morris (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-1093 Approve award of special bonus to the Public Services Employee of the Month; Peoples (sponsored by Mayor Stimpson) (submitted by Marc Vassallo).

60-1105 Approve award of special bonus to the Parks & Recreation Employee of the Month; Fluker (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

17. RESOLUTIONS BEING INTRODUCED

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).

18. CALL FOR PUBLIC HEARINGS

41-1103 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Baby B's Transportation to operate a shuttle service (scheduled for January 3, 2023).

41-1104 Call for public hearing to rezone property located at 3516 and 3526 Halls Mill Road from R-1 to I-1 (scheduled for January 10, 2023) (sponsored by Councilmember Reynolds).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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 - 10:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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	12/8/2022 - 1:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

Lisa C. Lambert, City Clerk

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
Bixler	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 1:21 PM

CITY CLERK DEPARTMENT

2022 DEC -8 AM 11:46

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: Justine Bixler
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 458-2887

Organization (if applicable) N/A

Mailing Address of Applicant 233 Woodhill Drive Mobile 36608

Telephone No (251) 458-2887 E-mail address JTHerlihy@gmail.com

Location or address of event where amplification will be used:

Post Springhill - 4513 Old Shell Rd #5E 36608
(on the Hill)

Date of Event: 12/22/22 Starting Time: 7:00 Ending Time 10:00

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

Type of Event: High School Reunion

Do you plan to sell alcohol at this event? X YES _____ NO * The venue will be selling alcoh

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

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Sponsored by:

Councilmember Penn

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	12/8/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Sponsored by:

Councilmember Penn

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	12/8/2022 - 3:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Sponsored by:

Councilmember Penn

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	12/8/2022 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Visit Mobile	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 1:29 PM

Gauthier, Lana

From: Carroll Lambert, Lisa
Sent: Wednesday, December 7, 2022 4:56 PM
To: Emily Gonzalez
Cc: Gauthier, Lana
Subject: RE: Visit Mobile - Present DestinationNEXT Study to City Council 12/13

Ok got it.

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Emily Gonzalez <egonzalez@mobile.org>
Sent: Wednesday, December 7, 2022 12:05 PM
To: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: Visit Mobile - Present DestinationNEXT Study to City Council

CAUTION: External Email

Good morning, Lisa,

Visit Mobile would like to speak to the Council on Tuesday, December 13 regarding a DestinationNEXT study of Tourism in Mobile that is about to roll out to broader community.

Would it be possible to get David Clark on the agenda?

All the best!

Emily

--

BORN TO CELEBRATE

ACCREDITED DESTINATION MARKETING ORGANIZATION

Emily Eiland Gonzalez, TMP
Vice President of Marketing & Communications

VISIT MOBILE
1 South Water Street, Mobile, AL 36602
Phone: 251-208-2000
Direct: 251-208-2003
Cell: 251-289-0401
Email: EGonzalez@Mobile.org

www.Mobile.org

Facebook | Instagram | Twitter

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jensen	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 1:27 PM

CITY CLERK DEPARTMENT

2022 NOV 28 AM 9:42

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: Timothy Jensen Date: 11/28/22

Address: 5150 A Albert Evans Rd S Wilmer AL 36587

Phone: 251.525.1120 Email timothy.jensen11@gmail.com

Date to Address City Council: 12/13/22

Subject (must be completed): Non Profit Residential Recovery Program. Wants to speak about why they are against the dispensary in Mobile.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Simons	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 2:15 PM

CITY CLERK DEPARTMENT

2022 DEC -8 PM 1:32

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: Michelle Simons Date: 12/8/22

Address: 1106 Savannah St 36604

Phone: 617.571.1068 Email michelleblake09@gmail.com

Date to Address City Council: 12/13/22

Subject (must be completed): Questions and Concerns about Annexation

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Arendall	Cover Memo	12/12/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/12/2022 - 10:51 AM

CITY CLERK DEPARTMENT
2022 DEC 12 AM 8:34

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: John Arendall Date: 11/29/2022

Address: P.O. Box 1866, Mobile, AL 36633

Phone: 251-379-0933 Email: jarendall@22ndstatebank.com

Date to Address City Council: Tuesday, December 13, 2022

Subject (must complete):
As President and Chairman of the Board of the Mobile Law Enforcement Foundation, I plan to acknowledge and thank the Council for their past support of the Foundation and the Mobile Police Department.

Specific Questions: _____

Signature: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Sponsored by:

Councilmembers Carroll, Small, Daves and Gregory

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	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 12:13 PM

01-062 2022

AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE, ALABAMA

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

Section 1. Definitions of Capitalized Terms.

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) Dispensary;

(ii) Dispensing Site;

(iii) Integrated Facility;

(iv) Medical Cannabis.

Section 2. Findings and Determinations

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

Section 4. Notification of the Commission

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

Section 5. General.

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Sponsored by:

Councilmember Penn

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	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 4:14 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 3200 and 3202 Old Shell Roa
(Northwest corner of Old Shell Road and Abrams Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 8, 2022, a public hearing will be held on the 6th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3200 and 3202 Old Shell Road (northwest corner of Old Shell Road and Abrams Street) from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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 THE SOUTHEAST CORNER OF LOT I, BLOCK 2, INGATE PLACE AS RECORDED IN DEED BOOK 106 PAGE 86 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 73° - 58' - 35• WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 116.89 FEET; THENCE NORTH 00° - 09' - 28" EAST 175.00 FEET; THENCE SOUTH 73° - 43' - 52" EAST 116.53 FEET TO A POINT ON THE WEST LINE OF ABRAMS STREET; THENCE SOUTH ALONG SAID WEST LINE 174.62 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOTS 1 AND 2, BLOCK 2, INGATE PLACE.

The classification of said property is hereby changed from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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 B-3, Community Business 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 B-3, Community Business 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 6th 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 11th 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 **3200 and 3202 Old Shell Road** (Northwest corner of Old Shell Road and Abrams Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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 **B-3** 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 **B-3** 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 THE SOUTHEAST CORNER OF LOT I, BLOCK 2, INGATE PLACE AS RECORDED IN DEED BOOK 106 PAGE 86 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 73° - 58' - 35• WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 116.89 FEET; THENCE NORTH 00° - 09' - 28" EAST 175.00 FEET; THENCE SOUTH 73° - 43' - 52" EAST 116.53 FEET TO A POINT ON THE WEST LINE OF ABRAMS STREET; THENCE SOUTH ALONG SAID WEST LINE 174.62 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOTS 1 AND 2, BLOCK 2, INGATE PLACE.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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 **B-3, Community Business 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 **B-3, Community Business 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

Gerald Byrd, Agent
3200 and 3202 Old Shell Road
(Northwest corner of Old Shell Road and Abrams Street)
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 25, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Gerald Byrd, Agent** for a change in zoning from **R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District** for the property located at **3200 and 3202 Old Shell Road** (Northwest corner of Old Shell Road and Abrams Street).

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: **3200 and 3202 Old Shell Road**
(Northwest corner of Old Shell Road and Abrams Street).
Council District 1
ZON-002205-2022 (Rezoning)
Gerald Byrd, Agent
Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

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

At its meeting on October 6, 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) **there appears to be a manifest error in the Ordinance; and**
b) **the subdivision of land 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.**

The advertising fee for this application based on the current legal description is $287.35. 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

September 22, 2022

PUBLIC HEARING NOTICE

Re: **3200 and 3202 Old Shell Road**
(Northwest corner of Old Shell Road and Abrams Street).
Council District 1
ZON-002205-2022 (Rezoning)
Gerald Byrd, Agent
Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 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, and B-3, Community Business District, to B-3, Community Business 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 5, 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

September 22, 2022

PUBLIC HEARING NOTICE

Re: **3200 and 3202 Old Shell Road**
(Northwest corner of Old Shell Road and Abrams Street).
Council District 1
ZON-002205-2022 (Rezoning)
Gerald Byrd, Agent
Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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 6, 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, and B-3, Community Business District, to B-3, Community Business 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 5, 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.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/11/22

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Date: 8/11/22

Type name:	BRINGER OF RAIN ESTATES, LLC
Business Name:	
Address:	2600 DAUPHIN STREET
City, State, Zip Code:	MOBILE, AL 36606
Telephone:	251-209-4255 Email:

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature: Date: 8/11/22

Type name: ~~N/A~~ BRINGER OF RAIN ESTATES, LLC

Use additional pages / copies of this form as needed.

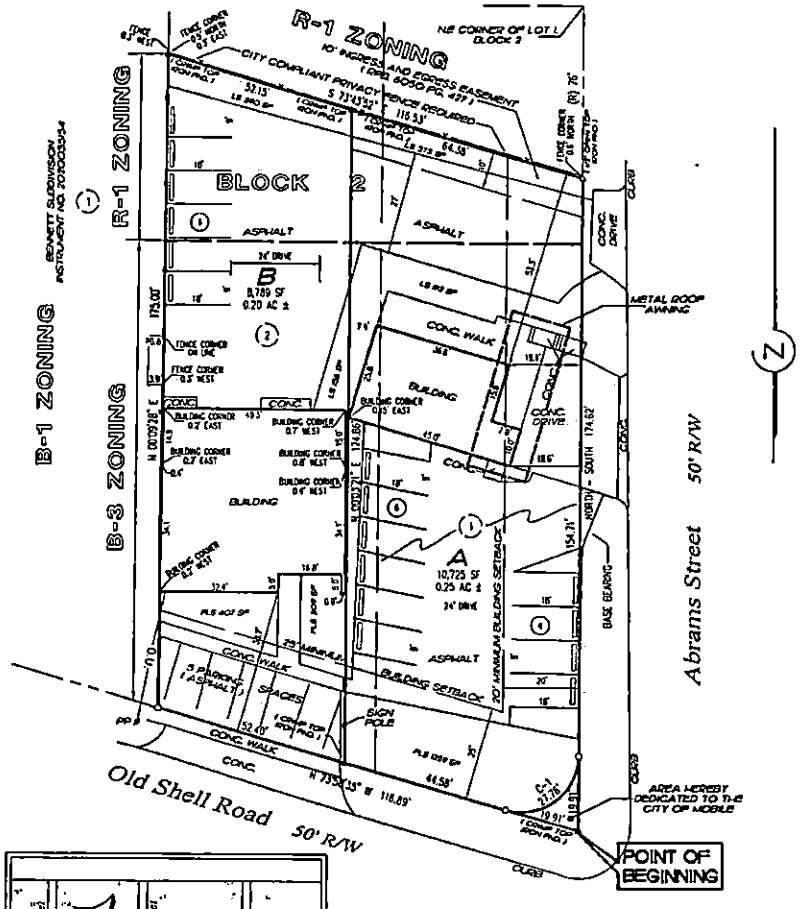
P & Z - December 2017

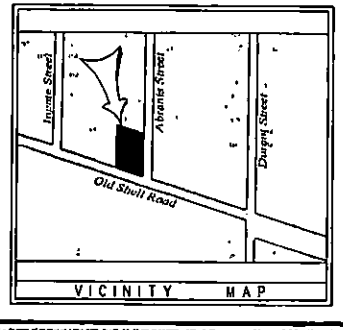
NARRATIVE FOR "BRINGER OF RAIN ESTATES" SUBDIVISION,
REZONING, AND PLANNED UNIT DEVELOPMENT APPLICATIONS

THE SUBDIVISION APPLICATION IS REQUIRED BECAUSE THE SUBJECT PROPERTY IS COMPRISED OF TWO METES AND BOUNDS DESCRIPTIONS OF PORTIONS OF TWO LOTS IN A RECORDED SUBDIVISION. WE ARE PROPOSING TO CREATE TWO LOTS IN A NEW RECORDED SUBDIVISION. WE ARE ALSO REQUESTING A 20' BUILDING SETBACK ALONG ABRAMS STREET WHICH IS ALLOWED IN THE ZONING ORDINANCE.

THE PURPOSE OF THE REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH 70% OF THE PROPERTY IS ZONED B-3 AND THE REMAINING NORTH 30% IS ZONED R-1. WE ARE PROPOSING B-3 ZONING FOR THE ENTIRE SITE.

THE PLANNED UNIT DEVELOPMENT APPLICATION IS TO ALLOW A DRIVEWAY ON THE NORTH SIDE OF LOT A THAT ACCESSES THE NORTH SIDE OF LOT B. A DRIVE HAS EXISTED IN THIS AREA VIA THE INGRESS/EGRESS EASEMENT SHOWN ON THE PLAT.





LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, INGATE PLACE AS RECORDED IN DEED BOOK 106 PAGE 86 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 73° - 58' - 35" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 118.89 FEET; THENCE NORTH 00° - 09' - 28" EAST 175.00 FEET; THENCE SOUTH 73° - 43' - 52" EAST 116.53 FEET TO A POINT ON THE WEST LINE OF ABRAMS STREET; THENCE SOUTH ALONG SAID WEST LINE 174.62 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOTS 1 AND 2, BLOCK 2, INGATE PLACE.

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING
C-1	105°01'25"	27.76'	15.00'	19.91'	23.95'	S 53°00'42" W

3202 OLD SHELL ROAD
PARKING DATA - LOT B

BUILDING:	= 2,359 SF.
REQUIRED PARKING:	8 SPACES
PROVIDED PARKING:	11 SPACES

PARKING SPACE SIZE: 9' X 18' TYPICAL

GARBAGE SERVICE WILL BE VIA CURBSIDE PICKUP

LANDSCAPE DATA - LOT B

TOTAL AREA OF LOT B	= 8,789 SF
LANDSCAPING REQUIRED	= 1,055 SF
LANDSCAPING PROVIDED	= 1,262 SF
FRONT LANDSCAPING REQUIRED	= 633 SF
FRONT LANDSCAPING PROVIDED	= 716 SF

3200 OLD SHELL ROAD
PARKING DATA - LOT A

BUILDING:	= 1036 SF.
REQUIRED PARKING:	4 SPACES
PROVIDED PARKING:	10 SPACES

PARKING SPACE SIZE: 9' X 18' TYPICAL

GARBAGE SERVICE WILL BE VIA CURBSIDE PICKUP

LANDSCAPE DATA - LOT A

TOTAL AREA OF LOT A	= 10,725 SF
LANDSCAPING REQUIRED	= 1,287 SF
LANDSCAPING PROVIDED	= 2,632 SF
FRONT LANDSCAPING REQUIRED	= 722 SF
FRONT LANDSCAPING PROVIDED	= 1,259 SF

- THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
- ALL RIGHT OF WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (ie: UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS
- DRAWING SHOULD NOT BE SCALED, THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
- FIELD DATA TAKEN - AUGUST 29 AND 30, 2022
- BEARINGS REFER TO ASSUMED DATUM
- FURNISHED DESCRIPTION FROM CLIENT
- TYPE OF SURVEY - SUBDIVISION
- ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
- SEE SURVEY BY THIS COMPANY DATED MARCH 4, 2021

PLANNED UNIT DEVELOPMENT
BRINGER OF RAIN ESTATES

BYRD SURVEYING, INC.
2609 HALLS MILL ROAD
(251) 476-5010
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 20'

SEPTEMBER 6, 2022

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Bringer of Rain Estates, LLC
2600 Dauphin Street
Mobile, AL 36606

Bringer of Rain Estates, LLC
Attn: Stan Bay
4533 MacArthur Blvd., Ste. 549
Newport Beach, CA 92660

Todd Bennett Properties, LLC
3210 Old Shell Road
Mobile, AL 36607

School Board of Mobile
Attn: Facilities Department
P. O. Box 180069
Mobile, AL 36618

Dyson Marine, LLC
5645 Gulf Creek Circle
Theodore, AL 36582

DSM3 Old Shell, LLC &
KFBT Old Shell, LLC
102 Fielding Place
Mobile, AL 36608

Monroe E. Eaton, Jr.
109 Durant Street
Mobile, AL 36607

Johnny & Rosemary George
111 Durant Street
Mobile, AL 36607

Stephanie L. Beck
85 Acacia Street
Mobile, AL 36607

Robert D. Evans
1511 Woodley Road
Mobile, AL 36618

Bringer of Rain, LLC
178 Lakeview Loop
Daphne, AL 36526

Patrick H. Crabtree, Jr.
118 Abrams Street
Mobile, AL 36607

Patricia D. Dyson
3880 Victoria Drive
Theodore, AL 36582

Rhonda Dyson
124 Abrams Street
Mobile, AL 36607

Dyson Marine, LLC
5645 Gulf Creek Circle
Theodore, AL 36582

Thomas L. Scott &
James E. Mauldin
271 Painted Rose St.
Castroville, TX 78009

Isaac H. McPherson
112 Ingate Street
Mobile, AL 36607

Ellen F. Morgan
2061 Point Legere Road
Mobile, AL 36605

Joyce E. Bridges
1055 Hyde Court
Mobile, AL 36608

Walter, LLC
21 Soldiers Route
Spanish Fort, AL 36527

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	Bringer of Rain Estates Subdivision
SUBDIVISION NAME	Bringer of Rain Estates Subdivision
LOCATION	3200 and 3202 Old Shell Road (Northwest corner of Old Shell Road and Abrams Street).
CITY COUNCIL DISTRICT	District 1
PRESENT ZONING	R-1, Single-Family Residential District, and B-3, Community Business District.
PROPOSED ZONING	B-3, Community Business District
AREA OF PROPERTY	2 Lots / 0.45± Acre
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels; Planned Unit Development Approval to allow shared access between two building sites, and Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business 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	Within one year of approval.

ENGINEERING COMMENTS

Subdivision: The "PLAT" that was submitted was labeled PLANNED UNIT DEVELOPMENT. Submit a PLAT (via email) for review.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Rezoning: No comments.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. [following need not be part of subdivision note] Site plan does not reflect any accessible parking. The aisle width is substandard near the southwest corner of the building at 3200 Old Shell Rd. The recently added asphalt does not match the driveway aprons on Abrams St. Some of the parking on 3202 Old Shell Road requires backing into the right-of-way. In similar cases where maneuvering in the right-of-way has been required, a right-of-way use agreement has also been required.

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 two (2) legal lots of record from two (2) existing metes-and-bounds parcels; Planned Unit Development Approval to allow shared access between two building sites, and Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District. The applicant states that the site is served by public water and sanitary sewer services.

The site has been given a Traditional Corridor (TC) 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 land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

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 provided the following narrative concerning the three applications:

> *THE SUBDIVISION APPLICATION IS REQUIRED BECAUSE THE SUBJECT PROPERTY IS COMPRISED OF TWO METES AND BOUNDS DESCRIPTIONS OF*

PORTIONS OF TWO LOTS IN A RECORDED SUBDIVISION. WE ARE PROPOSING TO CREATE TWO LOTS IN A NEW RECORDED SUBDIVISION. WE ARE ALSO REQUESTING A 20' BUILDING SETBACK ALONG ABRAMS STREET WHICH IS ALLOWED IN THE ZONING ORDINANCE.

THE PURPOSE OF THE REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH 70% OF THE PROPERTY IS ZONED B-3 AND THE REMAINING NORTH 30% IS ZONED R-1. WE ARE PROPOSING B-3 ZONING FOR THE ENTIRE SITE.

THE PLANNED UNIT DEVELOPMENT APPLICATION IS TO ALLOW A DRIVEWAY ON THE NORTH SIDE OF LOT A THAT ACCESSES THE NORTH SIDE OF LOT B. A DRIVE HAS EXISTED IN THIS AREA VIA THE INGRESS/EGRESS EASEMENT SHOWN ON THE PLAT.

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.

It should be noted that no specific preliminary subdivision plat was submitted for review. A site plan for the proposed PUD development of the subject site was submitted as the preliminary subdivision plat and does not meet the standards of Section IV of the Subdivision Regulations of the City of Mobile. If the subdivision is approved, a Final Plat drawn in accordance with Section IV should be submitted for signing with the proposed development improvements not shown on the Final Plat.

The site fronts Old Shell Road and Abrams Street. Old Shell Road is a minor arterial street with an existing 50-foot right-of-way, as per the Major Street Plan. Abrams Street is a compliant minor street with a 50-foot right-of-way with curb and gutter. Old Shell Road has no curb and gutter in this area and would normally require a 60-foot right-of-way as such. However, in 2020, the Commission approved Bennett Subdivision for the adjacent site to the West and did not require any additional dedication along Old Shell Road, making a waiver of V.B.14. of the Subdivision Regulation appropriate. Such would also seem appropriate for the subject site. A compliant 25-foot radius curve is indicated to be dedicated at the intersection of Old Shell Road and Abrams Street, and this should be retained on the Final Plat, if approved.

A 25-foot minimum building setback line is indicated along the Old Shell Road frontage of both lots, and a 20-foot minimum building setback line is indicated along Abrams Street. These should be retained on the Final Plat, if approved. The lots meet the minimum lot sizes of the Subdivision Regulations, and the lot sizes in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information. A ten-foot ingress and egress easement is indicated along the North side of proposed Lot A, and this should be retained on the Final Plat, with a note stating that no structures are allowed within any easement.

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. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, *any* future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

Inasmuch as the site was originally developed prior to the current site requirements of the Zoning Ordinance, site compliance, to the maximum extent feasible, is encouraged within a PUD review.

The site plan submitted depicts the existing two (2) buildings on the site, with shared access between the two (2) lots. Access to the rear of proposed Lot B is indicated via a ten-foot (10') wide ingress and egress easement along the North end of proposed Lot A. As there appears to be sufficient area within and beside the easement to provide a 24-foot wide paved, two-way drive, the site plan should be revised to indicate such.

Compliant parking is indicated for proposed Lot A. However, five (5) existing head-in/back out parking spaces are indicated to remain along the Old Shell Road right-of-way for proposed Lot B. That lot is indicated to require eight (8) parking spaces, and six (6) are indicated in the rear yard area. The site plan indicates sufficient area remaining in the rear yard to add at least two more compliant parking spaces and eliminate the parking along the Old Shell Road right-of-way. If approved, the head-in/back-out parking spaces along Old Shell Rod should be removed from the site plan.

The site plan indicates compliance with the landscaping requirements; however, no tree planting calculations are provided. With existing sites becoming PUD's, the Planning Commission typically requires frontage tree compliance. Due to the original configuration of the site, sufficient

area for tree planting compliance does not appear to exist for proposed Lot A. However, shortages in tree plantings could be overcome by donations to the Mobile Tree Bank, to be coordinated with staff. Moreover, with the removal of the parking spaces along Old Shell Road, there is additional room for tree plantings.

Notes on the site plan indicate that no dumpsters will be utilized on either lot and refuse collection will be via curbside pickup. These notes should be retained on the site plan, if approved.

The rear of both lots border residentially zoned and used properties. The site plan indicates a residential buffer, in compliance with Section 64-4.D.1. of the Zoning Ordinance in this area. This should be retained on the site plan, if approved.

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. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be placed on the site plan stating these comments.

The Traffic Engineering comments further state that the site plan does not reflect any accessible parking. The aisle width is substandard near the southwest corner of the building at 3200 Old Shell Rd. The recently added asphalt does not match the driveway aprons on Abrams St. Some of the parking on 3202 Old Shell Road requires backing into the right-of-way. In similar cases where maneuvering in the right-of-way has been required, a right-of-way use agreement has also been required. Revisions addressing these issues should be made to the site plan prior to signing the Final Plat.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the Subdivision.

As stated in Section 64-9. of the Zoning Ordinance, 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.

The site is bounded on the North by R-1, Single-Family Residential, which is used as such, and to the West by B-1. Buffer Business, used as a medical clinic. To the East across Abrams is B-3, Community Business, in commercial use, and to the South across Old Shell Road is R-1, in use as a public school. The current split zoning within the subject site appears to have been assigned with the adoption of the Zoning Ordinance in 1967.

As stated in the applicant's narrative above, the purpose of the rezoning application is to correct an error in the Ordinance to eliminate the split zoning on the subject site. The fact that the site seems to have been in commercial use at the time of the 1967 adoption of the Zoning Ordinance

would seem to indicate a manifest error in the Ordinance, and the subdivision of the site would necessitate the elimination of split zoning. Therefore, the proposed Rezoning would seem justified and would be consistent with the Future Land Use Plan.

RECOMMENDATION

Subdivision: Based upon the preceding, and with a waiver of Section V.B.14. of the Subdivision Regulations, this application is recommended for Tentative Approval, subject to the following conditions:

1) submittal of a plat in compliance with Section IV of the Subdivision Regulations of the City of Mobile;
2) retention of the dedication of the 25-foot radius curve at the intersection of Old Shell Road and Abrams Street on the Final Plat;
3) retention of the 25-foot minimum building setback line along Old Shell Road, and the 20-foot minimum building setback line along Abrams Street on the Final Plat;
4) retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
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, shall 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) provision of two copies of a revised PUD site plan (hard copy and .pdf) prior to signing of the Final Plat.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development) as it will allow shared access between two building sites;
b. the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations); because it will allow two properties to share access;

c. the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment); because a portion of the over-all site will be modified to provide compliant access and parking;
d. the proposal promotes the objective of Open space (to encourage the provision of common open space through efficient site design) as no new structures are proposed within the subject site; and
e. the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities) as no new public services or infrastructure are required.

The Approval is subject to the following conditions:

1) revision of the site plan to provide a 24-foot wide drive across the Northern portion of Lot A to access Lot B;
2) elimination of the head-in/back-out parking on Lot B along the Old Shell Road right-of-way;
3) revision of the site plan to provide at least two more compliant parking spaces in the rear area of Lot B;
4) coordination with staff on a frontage tree planting plan for the site, with donations to the Mobile Tree Commission Tree Bank for any shortages which may be imposed by site constraints;
5) retention of the notes on the site plan stating that refuse collection will be via curbside pickup;
6) retention of the residential buffer along the North side of the site, in compliance with Section 64-4.D.1. of the Zoning Ordinance;
7) retention of the 25-foot minimum building setback line along Old Shell Road, and the 20-foot minimum building setback line along Abrams Street on the site plan;
8) retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
9) compliance with the Engineering comments: *(ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction*

includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.);

10) placement of a note on the site plan 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, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
11) 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.)*;
12) 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
13) provision of two (2) copies of a revised Planned Unit Development site plan (hard copy and .pdf) prior to the signing of the Final Plat for the Subdivision.

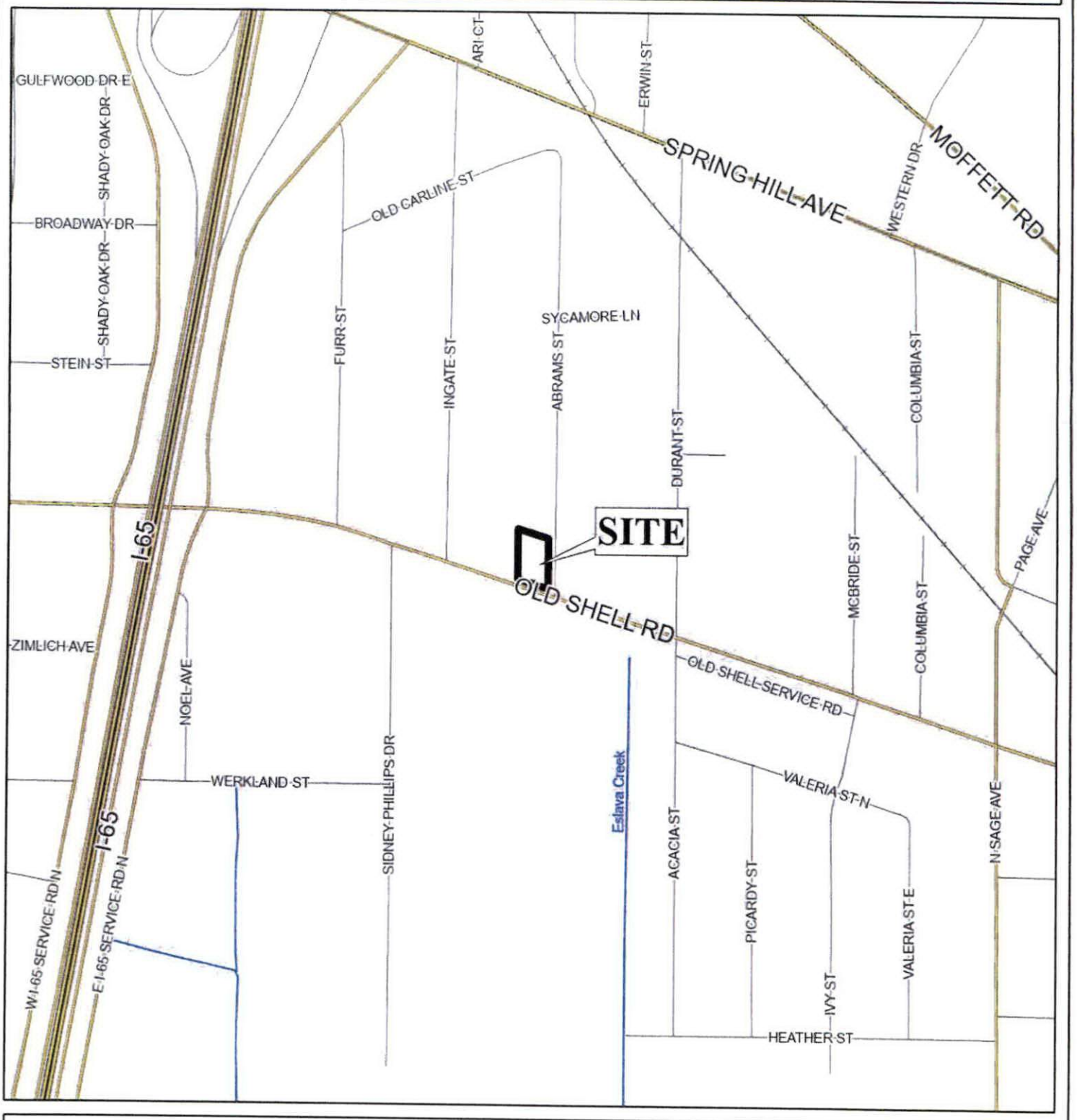
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) there appears to be a manifest error in the Ordinance; and
b) the subdivision of land 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 6 DATE October 6, 2022

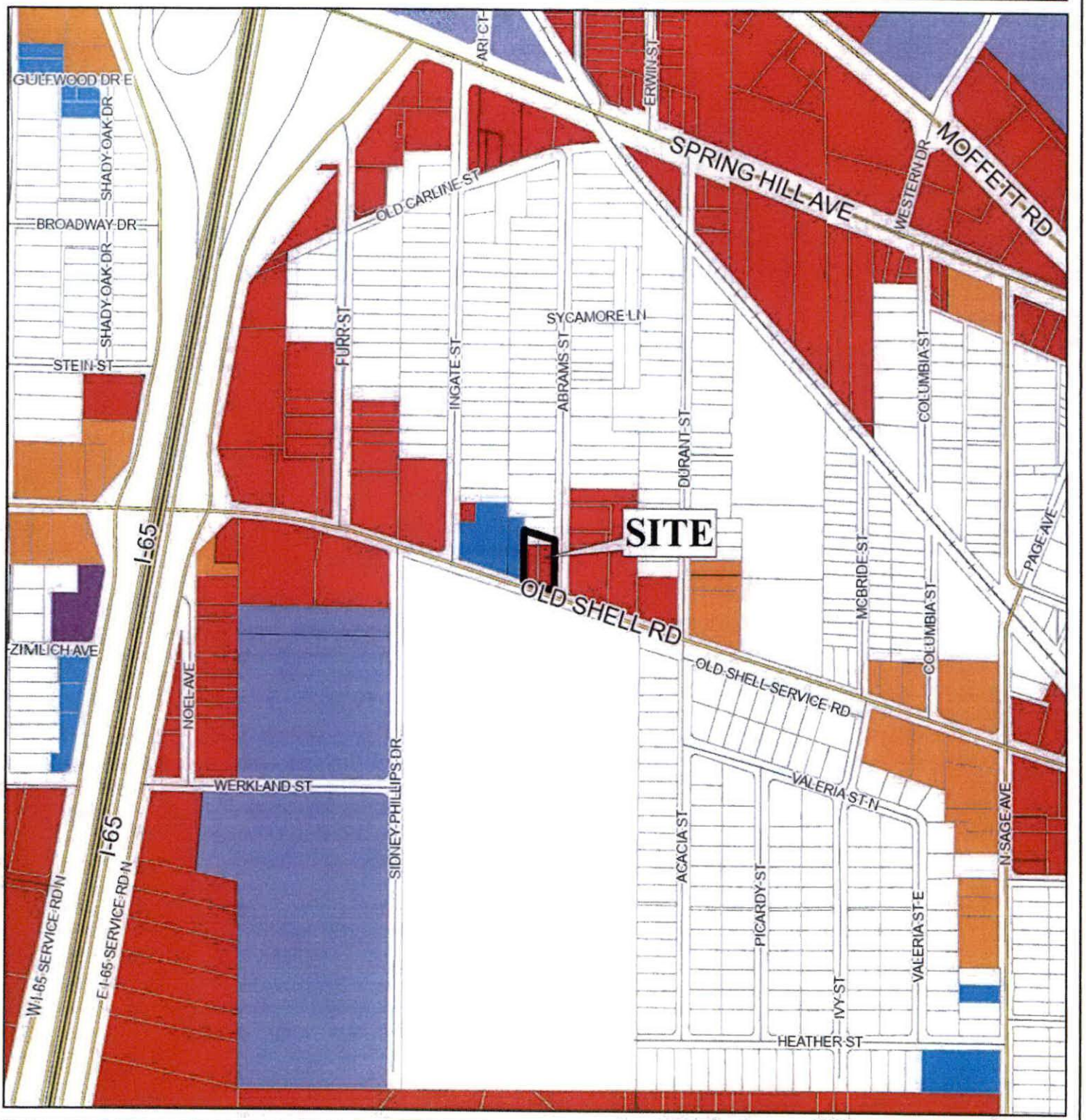
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 6, 2022

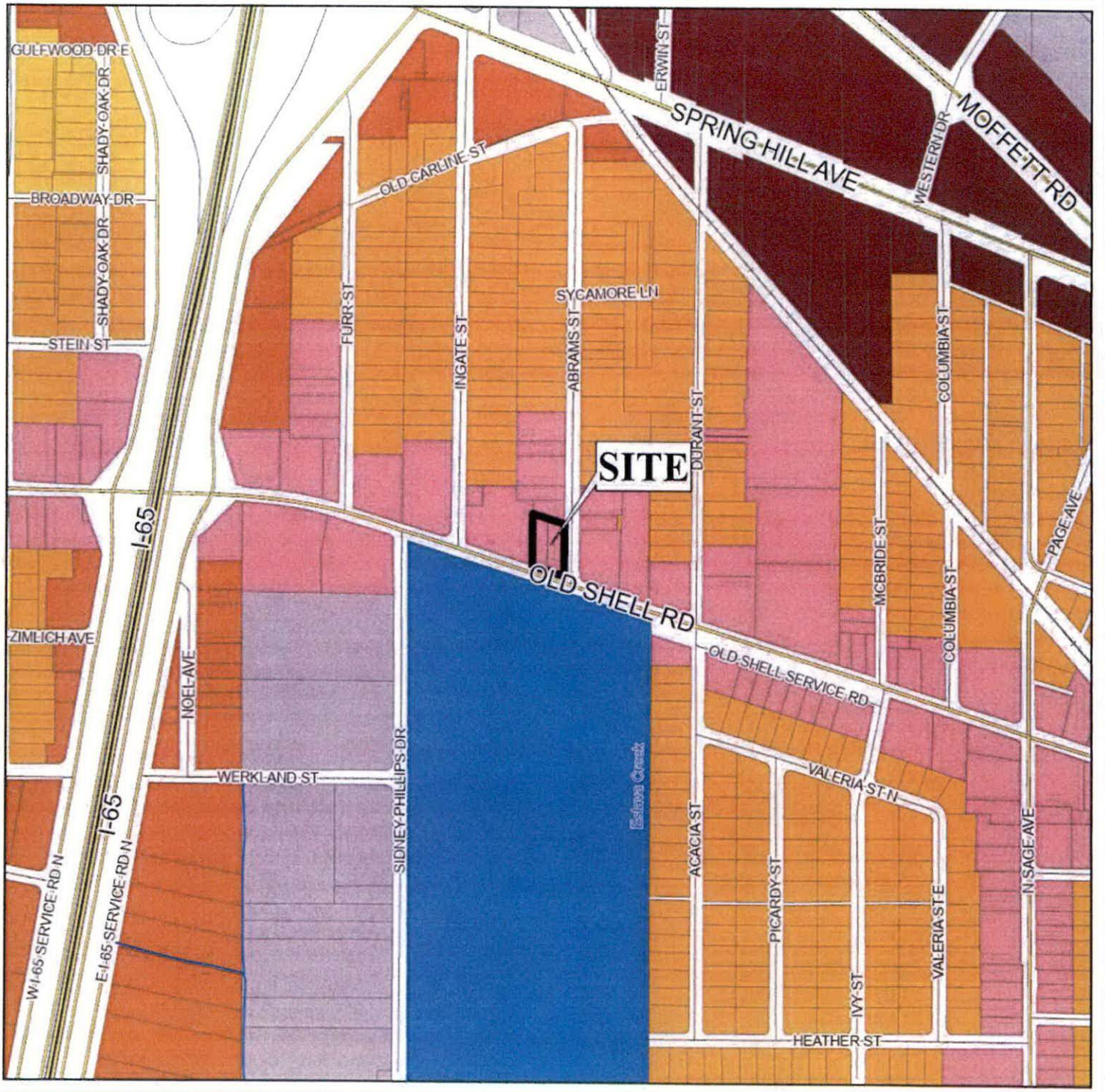
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 6, 2022

APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

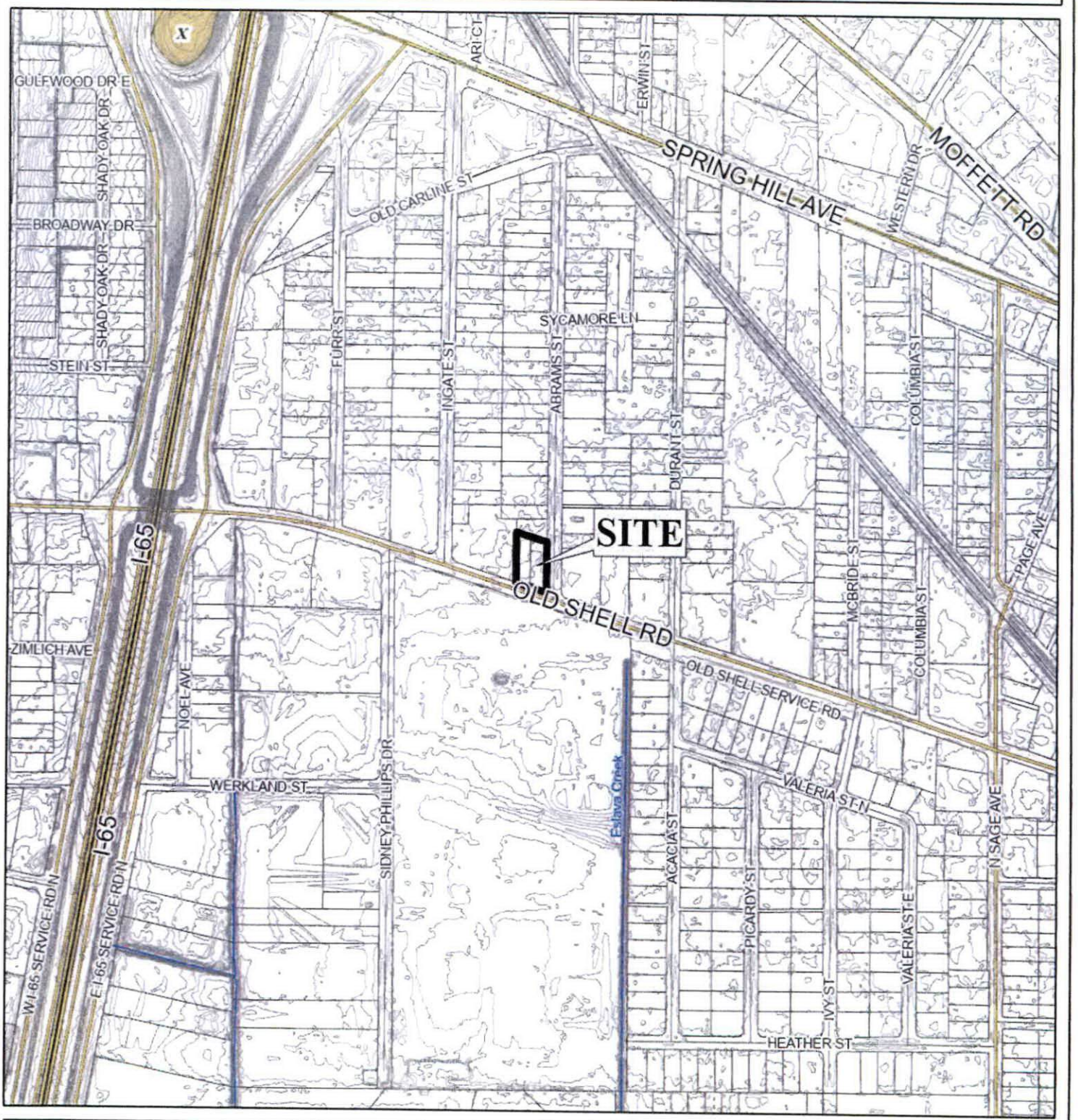
Layer2

- 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 6 DATE October 6, 2022

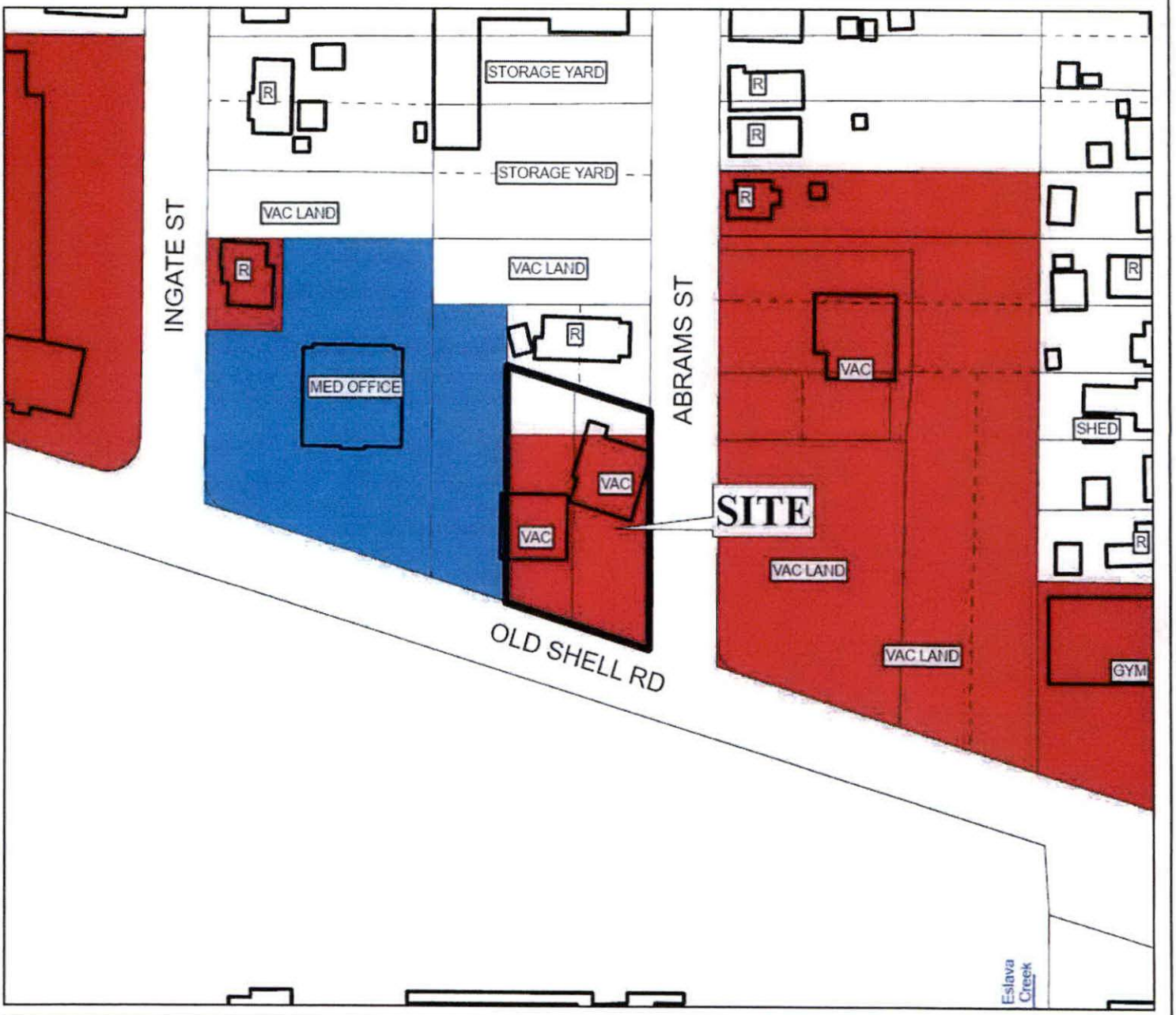
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 6, 2022

APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

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 commercial and residential units.

APPLICATION NUMBER 6 DATE October 6, 2022

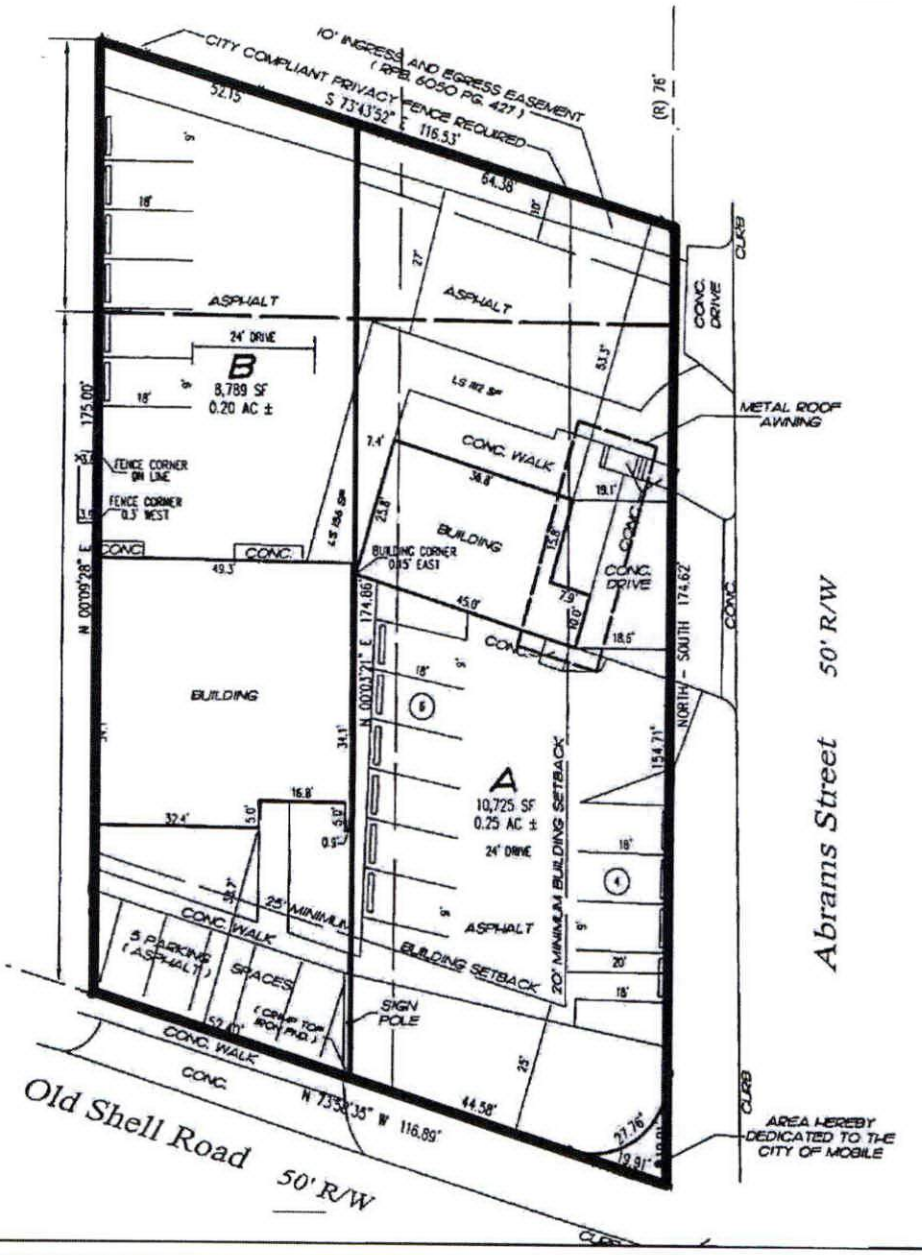
APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

SITE PLAN



The site illustrates the existing buildings, proposed lots, setbacks, and parking.

APPLICATION NUMBER 6 DATE October 6, 2022

APPLICANT Bringer Of Rain Estates Subdivision

REQUEST Subdivision, Pud, Rezoning From R-1 And B-3 To B-3

N

NTS

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED DOCK DISAPPEARS WHEN HEATED

0018

Smith Clark & Associates of Mobile , LLC
DBA Byrd Surveying
2609 Halls Mill Rd
Mobile, AL 36606

River Bank & Trust
27900 N Main St. Suite 4
Daphne, AL 36526
61-656/622

10/18/2022

PAY TO THE ORDER OF City of Mobile

$ **287.35

Two Hundred Eighty-Seven and 35/100********** DOLLARS

City of Mobile

AUTHORIZED SIGNATURE

MEMO Advertising Fees for Bringer of Rain Estates REZ

Security features. Details on back.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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:12/13/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember William Carroll - District 2

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
10/11/2022

Funding Source

Project # 9 1/2 N. Cedar Street - ME-031-22 **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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/5/2022 - 10:08 AM
City Clerk	Gauthier, Lana	Approved	10/6/2022 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:
Nick Amber, PE, Engineering Dept

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Agreement for Gas Light Services, Addition or Removal of Gas Lights.

Amount of Contract:
$0.00

Funding Source

Project #	**Discretionary Funds**
Project String 1004.9000.46030	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Gas Light Services	Cover Memo	11/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/29/2022 - 11:29 AM
Budget	Holt, Robert	Approved	11/29/2022 - 3:57 PM
Legal	Kern, Chris	Approved	11/30/2022 - 11:42 AM
Legal	Kern, Chris	Approved	11/30/2022 - 11:42 AM
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 3:10 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Spire Gulf Inc. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Spire Gulf Inc.
Project Name:	Gas Light Services Agreement
Agreement:	Agreement for Gas Light Services, Addition or Removal of Gas Lights

Adopted:

_____

City Clerk

GAS LIGHT SERVICES AGREEMENT

This GAS LIGHT SERVICES AGREEMENT (this "***Agreement***") is made as of December __, 2022 (the "***Effective Date***") between Spire Gulf Inc. ("***Spire***") and the City of Mobile, Alabama ("***City***"). Each of City and Spire is referred to herein as, a "***Party***", and collectively as, the "***Parties***".

1. **Gas Light Service**. City owns and operates gas lights within City's limits (the "***Gas Lights***") and, as of the Effective Date, there are 268 Gas Lights in-service at the locations identified on **Exhibit B**, attached hereto and incorporated by reference herein. Spire provides natural gas service to the in-service Gas Lights under the terms of its Commercial Lighting Rate (CL-6) as set forth in Spire's tariff (the "***Tariff***") on file with the Alabama Public Service Commission (the "***APSC***"), and will charge natural gas service to City only for in-service Gas Lights. Upon becoming aware that a Gas Light is unlit or at any time upon notice from the City, Spire will re-light any unlit, in-service Gas Light. If Spire fails to re-light an unlit Gas Light on or before 30 days after notice from City, Spire will not charge City for said unlit Gas Light until it is re-lit. A City Gas Light will be deemed to be "in-service" if it is operational and not in need of repair, regardless of whether it may need to be re-lit.

2. **Addition or Removal of Gas Lights.** In addition to in-service Gas Lights, **Exhibit B** separately lists presently installed, but out-of-service Gas Lights. City may direct Spire to cause Restoration Services to be performed on these out-of-service Gas Lights, as more specifically set forth in Section 3, which Gas Lights will be added to **Exhibit B** upon being placed into service. In addition, if City desires to install additional Gas Lights, City and Spire may mutually agree to add those additional Gas Lights to this Agreement. If the City desires to remove Gas Lights from natural gas service, City and Spire may mutually agree to remove the Gas Lights from this Agreement. Upon any addition or removal of in-service Gas Lights, City and Spire will execute a revised **Exhibit B** reflecting the then-current in-service Gas Lights.

3. **Services.** Spire will provide the routine maintenance and routine repairs as set forth on **Exhibit A**, attached hereto and incorporated by reference herein (the "***Routine Services***") and furnish the corresponding supplies, parts and fittings for the Routine Services as described in **Exhibit A** (the "***Supplies***"). In addition, at City's option and with approval by City's designated representative, Spire will cause to be provided repairs or Restorations over and above the Routine Services in order for a Gas Light to continue in-service or be brought back into service, as more particularly described on Exhibit A (the "***Restoration Services***", and together with the Routine Services, collectively, the "***Services***"). The City will not require Spire to obtain a permit to perform the Services, except that Spire will obtain any permits required by City to make street cuts, though City will not charge any permit fees for such permits.

4. **Designated Representatives**. Each Party will communicate and collaborate with the other Party's designated representative on whether to purchase Restoration Services, billing matters, and other administrative matters relating to this Agreement. Spire initially appoints Jim Bray, Sr. Business Development Representative as its designated representative. City initially appoints [Nick Amberger]as its designated representative. A Party may change its designated representative by informing the other Party's designated representative in writing.

5. **Term.** This Agreement commences on the Effective Date, and unless sooner terminated in accordance with this Agreement, will continue for a period of 10 years from the Effective Date (the "***Initial Term***"). After the Initial Term, this Agreement will automatically renew for additional one-year periods (the Initial Term and each renewal term, collectively, the "***Term***").

6. **Fees.** City will pay Spire the fees for the Services as set forth on **Exhibit A** (collectively, the "***Fees***").

7. **Payment.** Spire will issue an invoice to the City for Fees no more frequently than once per month. City will pay the invoiced Fees on or before 30 days after invoice. Late payments will accrue interest at 1.5% per month. Effective on each anniversary of the Effective Date, the Fees for Routine Services will increase by a percentage equal to the annual increase (if any) in the Consumer Price Index – All Urban Consumers (CPI-U), as published by the U.S. Department of Labor, for the immediately prior 12 month period, provided, however, the annual increase will not exceed 3%.

8. **Performance of Services.** Spire will perform the Routine Services: (a) in a workmanlike manner and (b) in compliance with applicable laws, including the rules and regulations of the APSC. Spire warrants any Supplies incorporated into the Gas Lights will be free and clear of all liens. Spire makes no representations or warranties with respect to the Restoration Services, rather, in its contracts with contractors for work on the Gas Lights, Spire will (x) identify City as a third party beneficiary and (y) require that such contractors name the City as an additional insured with primary, non-contributory coverage, on their general liability coverage. City will have recourse to Spire's contractor for any disputes or claims arising out of or in connection with the Restoration Services. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 6, SPIRE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR SUPPLIES, INCLUDING ANY IMPLIED WARRANTIES WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Termination.** Either Party may terminate this Agreement at any time on 120 days' written notice, or at the end of the Initial Term or any renewal term by notice to the other Party at least 90 days prior to the end of, as applicable, the Initial Term or

any renewal term. In addition, the non-defaulting Party may terminate this Agreement upon the failure of the defaulting party to perform its obligations under this Agreement, which failure is not excused or cured on or before 30 days after written notice from the non-defaulting Party to the defaulting Party.

10. **Indemnification**. Spire will defend, indemnify and hold harmless the City from and against any Loss resulting from this Agreement, including Loss relating to personal injuries, death or damage to property, to the extent that such Loss was caused by the negligence or willful misconduct of Spire. The term "***Loss***" means any costs, damages, losses, claims, demands, causes of action, suits or other litigation (including all costs thereof and attorney's fees) of every kind and character. IN NO EVENT WILL SPIRE BE LIABLE TO CITY UNDER, AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE GAS LIGHTS FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOST OR PROSPECTIVE PROFITS, OR PUNITIVE DAMAGES, INCLUDING LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED ON SPIRE'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, OR ANY OTHER CAUSE OF ACTION.

11. **Insurance**. During the Term, Spire will maintain: (a) commercial general liability insurance of $1,000,000 per occurrence and general aggregate; (b) automobile insurance with limits of $1,000,000 combined single limit, covering "any auto" utilized by Spire or its representatives for the Services; (c) workers compensation and employer's liability insurance of $1,000,000 for employer's liability disease (policy limit) and $1,000,000 for employer's liability disease (each employee); (d) property insurance, providing coverage for Spire's equipment, material and tools. Spire will be responsible for all deductibles or self-insured retentions for such policies and may satisfy any portion of such limits with self-insurance. All such policies will name City as an additional insured, Upon City's request not more than once per year, Spire will provide City with a certificate insurance evidencing self-insurance and/or the coverages required by this Section 11.

12. **Notice.** Except as set forth in Section 4, all notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the delivery date, (b) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (c) if by certified U.S. mail, on the third business day following deposit. Notice to Spire must be sent to: Spire Gulf Inc., Attn: General Manager, 2828 Dauphin St., Mobile, Alabama 36606, with a copy (which will not constitute notice) via electronic mail to: legalnotices@spireenergy.com. Notice to the City must be sent to: City of Mobile, Attn: Nick Amberger, 205 Government Street, Mobile, Alabama 36602. Either Party may change its address for notice by written notice to the other Party.

13. **Taxes.** Spire makes no representation or warranty regarding treatment of the transactions contemplated hereby by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. City enters into this Agreement in sole reliance upon its own advisors.

14. **Miscellaneous.** This Agreement sets forth the entire understanding and agreement, and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof. This Agreement can only be amended by a writing signed by each Party. This Agreement is expressly subject to Spire's Tariff and the rules and regulations of the APSC. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT. Spire is not an employee, agent, partner or joint venturer of City for any purpose whatsoever. Neither Party has, nor will it hold itself out as having, any right, power or authority to bind the other Party. The term "***includes***" and its derivative expressions mean "includes, but is not limited to" and the corresponding derivative expressions. Unless paired with the word "either", the term "***or***" is inclusive and not exclusive. Nothing in this Agreement can be construed against either Party as the alleged drafter thereof.

15. **Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement can be electronically signed, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Electronic copies of any signed original agreement will be deemed the same as delivery of an original.

A. Severability: If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and all remaining provisions shall continue in full force and effect.

B. Governing Law and Choice of Forum: It is expressly agreed and stipulated by both Parties that this Agreement shall be deemed to have been made and to be performed in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms and provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State, and all claims or causes of actions related to the contract shall be brought in a court of competent jurisdiction in Mobile County, Alabama.

C. Immigration: The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Spire's documentation of enrollment in the E-Verify Program. By signing this Agreement, the Parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

D. Anti-Boycotting: Act 2016-316. Spire is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

E. Spire shall comply with all federal, state and local laws concerning nondiscrimination, including but not limited to Section 14-10, Mobile City Code, 1991, 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Spire Gulf Inc.

By: Karl H. Ficken (Nov 19, 2022 20:27 CST)
Karl Ficken, General Manager

City of Mobile

By: _____
William S. Stimpson, Mayor

ATTEST: _____
City Clerk

EXHIBIT A

SERVICES & FEES

ROUTINE SERVICES

Description
Spire will perform the following routine maintenance items during the semi-annual maintenance of each Gas Light:

Routine Maintenance	Supplies
Clean the debris	Brush
Clean the glass	Glass cleaner/towel
Clean out orifice	Wire brush
Clean Globe if applicable	Glass cleaner/towel
Install new mantles	Mantles
Relight Gas Light	Lighter/matches

Spire will perform the following routine repairs on an as-needed basis during the semi-annual maintenance of each Gas Light:

Routine Repairs	Parts and Fittings
Cut glass pane(s)	Glass/glass cutter
Change Valve	Valve
Change Globe	New Globe

Fees
The Fees for the Routine Services are $3.00 per month per in-service Gas Light.

RESTORATION SERVICES

Description
For any Restoration Services, Spire will cause the repairs to performed by its contractor on a case-by-case basis, with the approval of City's designated representative in each instance.

Fees
The Fees for Restoration Services are the reasonable cost incurred by Spire from its contractor plus 10% of such costs.

EXHIBIT B

INVENTORY OF GAS LIGHTS

WORKING GAS LIGHTS

#	Elect_ID	Facility Name	Closest Address / Intersection	Post Style	Lantern Style	Longitude	Latitude
1	L-9038	DE TONTI SQUARE	307 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04551972	30.6970196
2	L-9236	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05613171	30.6822471
3	L-9076	DE TONTI SQUARE	167 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04467884	30.6955559
4	L-9056	DE TONTI SQUARE	E SIDE OF N JOACHIM ST BTWN STATE ST AND ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04533878	30.6946031
5	L-9028	DE TONTI SQUARE	257 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04595295	30.6942263
6	L-9055	DE TONTI SQUARE	W SIDE OF N JOACHIM ST BTWN STATE ST AND ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04550131	30.6946919
7	L-9037	DE TONTI SQUARE	303 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.0454525	30.6968752
8	L-9057	DE TONTI SQUARE	201 N JACKSON ST	350	L-104-G Two Gas Burner mantles	-88.0465299	30.6943355
9	L-9024	DE TONTI SQUARE	E SIDE OF N JACKSON ST BTWN STATE ST AND ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.0465761	30.694653
10	L-9064	DE TONTI SQUARE	N SIDE OF STATE ST BTWN N JACKSON ST AND N CLAIBORNE ST	350	L-104-G Two Gas Burner mantles	-88.04700142	30.694829
11	L-9021	DE TONTI SQUARE	250 N JACKSON ST	350	L-501-G Single Open Flame Burner	-88.04686456	30.6952496
12	L-9027	DE TONTI SQUARE	260 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.0460911	30.6942736
13	L-9041	DE TONTI SQUARE	315 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.045689	30.6973632
14	L-9125	FORT CONDE VILLAGE	166 S ROYAL ST E SIDE OF STREET	700	L-501-G Single Open Flame Burner	-88.03944236	30.6880732
15	L-9134	FORT CONDE VILLAGE	ACROSS FROM FT CONDE ENTRANCE	700	L-501-G Single Open Flame Burner	-88.03958646	30.6889855
16	L-9233	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05673581	30.6818717
17	L-9051	DE TONTI SQUARE	260 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.0460537	30.6960784
18	L-9029	DE TONTI SQUARE	257 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04569831	30.6942962
19	L-9017	DE TONTI SQUARE	305 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04727956	30.6946165
20	L-9214	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05616599	30.6821227
21	L-9219	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05626668	30.6827403
22	L-9073	DE TONTI SQUARE	ST ANTHONY ST AT N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04457031	30.6947561

23	L-9044	DE TONTI SQUARE	S SIDE OF STATE ST AT N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04541435	30.6952892
24	L-9050	DE TONTI SQUARE	261 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04613827	30.6960046
25	L-9039	DE TONTI SQUARE	311 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04558972	30.6971846
26	L-9227	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05720076	30.6824575
27	L-9184	EATON SQUARE SUBDIVISION	109 EATON SQ	300	L-501-G Single Open Flame Burner	-88.14801788	30.6933976
28	L-9221	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05665171	30.6827924
29	L-9077	DE TONTI SQUARE	251 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04540374	30.6943872
30	L-9225	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.0571946	30.6825919
31	L-9030	DE TONTI SQUARE	254 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04588457	30.6943483
32	L-9216	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05609815	30.6824925
33	L-9053	DE TONTI SQUARE	260 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04610887	30.6962022
34	L-9040	DE TONTI SQUARE	310 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.0455534	30.6973408
35	L-9066	DE TONTI SQUARE	255 N JACKSON ST	350	L-104-G Two Gas Burner mantles	-88.04699165	30.6953032
36	L-9063	DE TONTI SQUARE	253 N JACKSON ST	350	L-104-G Two Gas Burner mantles	-88.04682815	30.6949587
37	L-9025	DE TONTI SQUARE	SE CORNER OF N JOACHIM ST AND ST ANTHONY ST	350		-88.04517666	30.6944697
38	L-9067	DE TONTI SQUARE	256 N JACKSON ST	350	L-501-G Single Open Flame Burner	-88.04694253	30.6954108
39	L-9031	DE TONTI SQUARE	250 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04561944	30.6944366
40	L-9014	DE TONTI SQUARE	257 STATE ST	350	L-104-G Two Gas Burner mantles	-88.046409	30.6949343
41	L-9048	DE TONTI SQUARE	255 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.0460524	30.6958466
42	L-9022	DE TONTI SQUARE	254 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04610135	30.6951431
43	L-9224	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05718367	30.6827162
44	L-9232	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05679913	30.6818724
45	L-9119	FORT CONDE VILLAGE	ACROSS FROM 200 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03949429	30.6873535
46	L-9217	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05606036	30.6826807
47	L-9212	CHURCH STREET CEMETERY	106 S SCOTT ST	300	L-501-G Single Open Flame Burner	-88.05081854	30.6862785
48	L-9023	DE TONTI SQUARE	SE CORNER OF STATE ST AND N JACKSON ST	350	L-104-G Two Gas Burner mantles	-88.04662617	30.694855
49	L-9183	EATON SQUARE SUBDIVISION	114 EATON SQ	300	L-501-G Single Open Flame Burner	-88.14789783	30.6936289

50	L-9222	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05685004	30.6828184
51	L-9218	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05611506	30.6827275
52	L-9046	DE TONTI SQUARE	210 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04575004	30.6954599
53	L-9052	DE TONTI SQUARE	263 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04620284	30.696149
54	L-9059	DE TONTI SQUARE	253 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04598377	30.6950834
55	L-9118	FORT CONDE VILLAGE	ACROSS FROM 202 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03952186	30.6871523
56	L-9187	SUNSET RANCH SUBDIVISION ENTRANCE	1300 AZALEA RD	300	L-104-G Two Gas Burner mantles	-88.14008097	30.633362
57	L-9033	DE TONTI SQUARE	156 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04402839	30.6949368
58	L-9070	DE TONTI SQUARE	259* N JACKSON ST	350	L-501-G Single Open Flame Burner	-88.04715328	30.6956308
59	L-9047	DE TONTI SQUARE	250 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04587903	30.695728
60	L-9054	DE TONTI SQUARE	209 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04557937	30.6948707
61	L-9061	DE TONTI SQUARE	256 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04632103	30.6950759
62	L-9032	DE TONTI SQUARE	159 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04465889	30.6946266
63	L-9035	DE TONTI SQUARE	211 CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04475089	30.6954021
64	L-9082	FORT CONDE VILLAGE	S SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03983705	30.6881278
65	L-9049	DE TONTI SQUARE	256 N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04596229	30.695886
66	L-9065	DE TONTI SQUARE	253 N JACKSON ST	300	L-501-G Single Open Flame Burner	-88.0469179	30.6951332
67	L-9015	DE TONTI SQUARE	305 STATE ST	350	L-104-G Two Gas Burner mantles	-88.0473947	30.6945717
68	L-9045	DE TONTI SQUARE	206 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04529307	30.6954481
69	L-9060	DE TONTI SQUARE	258 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04655847	30.6949905
70	L-9062	DE TONTI SQUARE	161 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04449727	30.6956251
71	L-9016	DE TONTI SQUARE	304 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04744915	30.6946646
72	L-9079	DE TONTI SQUARE	258 N JACKSON ST	350	L-501-G Single Open Flame Burner	-88.04677399	30.6950534
73	L-9223	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05708686	30.6827771
74	L-9177	EATON SQUARE SUBDIVISION	134 EATON SQ	300	L-501-G Single Open Flame Burner	-88.1478759	30.6947575
75	L-9078	DE TONTI SQUARE	209 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04496818	30.6945329
76	L-9034	DE TONTI SQUARE	205 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04460837	30.6950928
77	L-9231	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05700414	30.6819042
78	L-9075	DE TONTI SQUARE	S SIDE OF STATE ST AT N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04483782	30.6954988

79	L-9058	DE TONTI SQUARE	255 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04620347	30.6950073
80	L-9013	DE TONTI SQUARE	W SIDE OF N JACKSON ST BTWN STATE ST AND ST ANTHONY ST	350	L-501-G Single Open Flame Burner	-88.04670598	30.6947045
81	L-9220	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05654661	30.682766
82	L-9019	DE TONTI SQUARE	202 STATE ST	350	L-104-G Two Gas Burner mantles	-88.0450428	30.695532
83	L-9083	FORT CONDE VILLAGE	S SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03960892	30.6881326
84	L-9042	DE TONTI SQUARE	312 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04562337	30.697499
85	L-9139	FORT CONDE VILLAGE	N SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.04074818	30.6882097
86	L-9141	FORT CONDE VILLAGE	N SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.040313	30.6882142
87	L-9111	FORT CONDE VILLAGE	S SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04002984	30.6874081
88	L-9081	FORT CONDE VILLAGE	S SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.04004912	30.6881295
89	L-9085	FORT CONDE VILLAGE	166 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03959657	30.6879221
90	L-9258	FORT CONDE VILLAGE	S SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04024781	30.6874232
91	L-9093	FORT CONDE VILLAGE	N SIDE OF MONROE ST W OF ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04087132	30.6875246
92	L-9107	FORT CONDE VILLAGE	N SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04044667	30.6875119
93	L-9243	MARTIN PLACE SUBDIVISION ENTRANCE	1502 MARTIN DR E	300	L-104-G Two Gas Burner mantles	-88.09262403	30.6417801
94	L-9178	EATON SQUARE SUBDIVISION	133 EATON SQ	300	L-501-G Single Open Flame Burner	-88.14801276	30.6947362
95	L-9182	EATON SQUARE SUBDIVISION	113 EATON SQ	300	L-501-G Single Open Flame Burner	-88.1479947	30.6938347
96	L-9094	FORT CONDE VILLAGE	N SIDE OF MONROE ST W OF ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04103961	30.6875285
97	L-9176	EATON SQUARE SUBDIVISION ENTRANCE	EATON SQ AT OLD SHELL RD	300	L-501-G Single Open Flame Burner	-88.14813948	30.6950618
98	L-9090	FORT CONDE VILLAGE	160 ST EMANUEL ST	700	L-104-G Two Gas Burner mantles	-88.04083624	30.6879255
99	L-9170	SKYLAND PARK SUBDIVISION ENTRANCE	1451 ALTAIR LN	300	L-104-G Two Gas Burner mantles	-88.15036063	30.627516
100	L-9087	FORT CONDE VILLAGE	165 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04073088	30.6877288

101	L-9104	FORT CONDE VILLAGE	S SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04067677	30.6874336
102	L-9106	FORT CONDE VILLAGE	N SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04065585	30.6875185
103	L-9086	FORT CONDE VILLAGE	163 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.040735	30.6879269
104	L-9112	FORT CONDE VILLAGE	S SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03983223	30.6874174
105	L-9113	FORT CONDE VILLAGE	S SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03965535	30.6874074
106	L-9142	FORT CONDE VILLAGE	N SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.04007832	30.6882151
107	L-9096	FORT CONDE VILLAGE	W END OF MONROE ST S SIDE	700	L-104-G Two Gas Burner mantles	-88.04114943	30.6874412
108	L-9180	EATON SQUARE SUBDIVISION	121 EATON SQ	300	L-501-G Single Open Flame Burner	-88.14800103	30.6942187
109	L-9108	FORT CONDE VILLAGE	N SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04024379	30.6875099
110	L-9143	FORT CONDE VILLAGE	N SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03985418	30.68822
111	L-9103	FORT CONDE VILLAGE	113 MONROE ST	700	L-501-G Single Open Flame Burner	-88.04072678	30.6874041
112	L-9072	DE TONTI SQUARE	261 N JACKSON ST	350	L-104-G Two Gas Burner mantles	-88.04723171	30.6957721
113	L-9109	FORT CONDE VILLAGE	N SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04002892	30.687506
114	L-9175	EATON SQUARE SUBDIVISION ENTRANCE	EATON SQ AT OLD SHELL RD	300	L-501-G Single Open Flame Burner	-88.14804421	30.6951016
115	L-9071	DE TONTI SQUARE	ACROSS FROM 261 N JACKSON ST	350	L-104-G Two Gas Burner mantles	-88.04712729	30.6957925
116	L-9179	EATON SQUARE SUBDIVISION	126 EATON SQ	300	L-501-G Single Open Flame Burner	-88.1479275	30.6944051
117	L-9242	MARTIN PLACE SUBDIVISION ENTRANCE	2117 STEINER ST	300	L-104-G Two Gas Burner mantles	-88.09247808	30.6417804
118	L-9097	FORT CONDE VILLAGE	S SIDE OF MONROE ST AT ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04086965	30.687435
119	L-9226	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05720485	30.6825137
120	L-9144	FORT CONDE VILLAGE	W SIDE OF ROYAL ST BTWN CHURCH AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03958793	30.6883213

121	L-9132	FORT CONDE VILLAGE	E SIDE OF ROYAL ST BTWN CHURCH ST AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03949524	30.6887711
122	L-9088	FORT CONDE VILLAGE	165 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04072452	30.6875612
123	L-9120	FORT CONDE VILLAGE	170 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03961857	30.6875421
124	L-9091	FORT CONDE VILLAGE	162 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04083241	30.6877802
125	L-9126	FORT CONDE VILLAGE	N SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03959362	30.6882201
126	L-9110	FORT CONDE VILLAGE	N SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.0398422	30.6875021
127	L-9068	DE TONTI SQUARE	257 N JACKSON ST	350	L-501-G Single Open Flame Burner	-88.04708896	30.6954772
128	L-9128	FORT CONDE VILLAGE	W SIDE OF ROYAL ST BTWN CHURCH AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03956216	30.6884408
129	L-9192	WOODCLIFF SUBDIVISION ENTRANCE	WOODCLIFF DR S AND DEMETROPOLIS RD	300	L-501-G Single Open Flame Burner	-88.15687923	30.6337978
130	L-9115	FORT CONDE VILLAGE	200 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03961289	30.6873762
131	L-9092	FORT CONDE VILLAGE	164 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04082604	30.6875508
132	L-9130	FORT CONDE VILLAGE	E SIDE OF ROYAL ST BTWN CHURCH ST AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03944803	30.688628
133	L-9127	FORT CONDE VILLAGE	E SIDE OF ROYAL ST BTWN CHURCH ST AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.0394407	30.6882815
134	L-9706	FORT CONDE VILLAGE	50 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03981765	30.6891059
135	L-9683	BROOKWOOD SUBDIVISION ENTRANCE	451 BROOKWOOD DR	300	L-104-G Two Gas Burner mantles	-88.10927938	30.6706743
136	L-9684	BROOKWOOD SUBDIVISION ENTRANCE	450 BROOKWOOD DR	300	L-104-G Two Gas Burner mantles	-88.1094261	30.6705876
137	L-9716	ROSSWOOD SUBDIVISION ENTRANCE	SE CORNER OF FARNELL LN AND RICHARDSON DR S	300	L-104-G Two Gas Burner mantles	-88.11448789	30.6657969
138	L-9718	ROSSWOOD SUBDIVISION ENTRANCE	NE CORNER OF FARNELL LN AND RICHARDSON DR S	300	L-104-G Two Gas Burner mantles	-88.11448829	30.6660242
139	L-9724	SKYLAND PARK SUBDIVISION ENTRANCE	4321 ALDEBARAN WAY	300	L-104-G Two Gas Burner mantles	-88.15687192	30.6294215
140	L-9619	WOODCLIFF SUBDIVISION ENTRANCE	WOODCLIFF DR S AND DEMETROPOLIS RD	300	L-501-G Single Open Flame Burner	-88.15690251	30.633798

141	L-9737	DE TONTI SQUARE	154 N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04436495	30.6957862
142	L-9738	DE TONTI SQUARE	208 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04545137	30.6953927
143	L-9739	DE TONTI SQUARE	210 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04562954	30.6953278
144	L-9740	DE TONTI SQUARE	S SIDE OF STATE ST AT N JOACHIM ST	350	L-104-G Two Gas Burner mantles	-88.04558562	30.69523
145	L-9707	FORT CONDE VILLAGE	FORT CONDE ENTRANCE	700	L-501-G Single Open Flame Burner	-88.03966475	30.6888802
146	L-9256	CATHEDRAL SQUARE	NE CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04490748	30.6907452
147	L-9253	CATHEDRAL SQUARE	SW CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04520812	30.6900276
148	L-9250	CATHEDRAL SQUARE	NW CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04547191	30.6904866
149	L-9252	CATHEDRAL SQUARE	SW CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04525532	30.6900721
150	L-9188	SKYLAND PARK SUBDIVISION ENTRANCE	1320 AZALEA RD	300	L-104-G Two Gas Burner mantles	-88.13997086	30.6317529
151	L-9255	CATHEDRAL SQUARE	SE CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04464332	30.6902101
152	L-9254	CATHEDRAL SQUARE	SE CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04462413	30.6902495
153	L-9251	CATHEDRAL SQUARE	NW CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04544861	30.6905441
154	L-9257	CATHEDRAL SQUARE	NE CORNER OF CATHEDRAL SQUARE	300	L-501-G Single Open Flame Burner	-88.04484974	30.6907285
155	L-9172	SKYLAND PARK SUBDIVISION ENTRANCE	4308 USHY 90 DR	300	L-104-G Two Gas Burner mantles	-88.15320057	30.6240952
156	L-9712	OAKLEIGH	N END OF OAKLEIGH PL	400	L-501-G Single Open Flame Burner	-88.05994057	30.6812625
157	L-9713	OAKLEIGH PLACE	OAKLEIGH PLACE BTWN SELMA ST AND SAVANNAH ST	400	L-501-G Single Open Flame Burner	-88.06004423	30.6805465
158	L-9749	DE TONTI SQUARE	204 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04513668	30.6954944
159	L-9750	DE TONTI SQUARE	S SIDE OF STATE ST AT N CONCEPTION ST	350	L-104-G Two Gas Burner mantles	-88.04503264	30.6954278
160	L-9751	DE TONTI SQUARE	202 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04489268	30.6955851
161	L-9752	DE TONTI SQUARE	E SIDE OF N JACKSON ST BTWN ST ANTHONY ST AND STATE ST	350	L-104-G Two Gas Burner mantles	-88.04647481	30.6944618
162	L-9753	DE TONTI SQUARE	260 N JACKSON ST	350	L-501-G Single Open Flame Burner	-88.04699638	30.6955534
163	L-9760	JUNIOR MISS HQ ON GOVERNMENT ST	751 GOVERNMENT ST	400	L-501-G Single Open Flame Burner	-88.05116744	30.686526
164	L-9754	JUNIOR MISS HQ ON GOVERNMENT ST	751 GOVERNMENT ST	400	L-501-G Single Open Flame Burner	-88.05111762	30.686678

165	L-9744	JUNIOR MISS HQ ON GOVERNMENT ST	751 GOVERNMENT ST	400	L-501-G Single Open Flame Burner	-88.05109422	30.6865366
166	L-9756	JUNIOR MISS HQ ON GOVERNMENT ST	751 GOVERNMENT ST	400	L-501-G Single Open Flame Burner	-88.05133491	30.6868261
167	L-9202	BRANNAN PLACE SUBDIVISION	COTTAGE HILL SERVICE RD AT BRANNAN DR W	300	L-104-G Two Gas Burner mantles	-88.13430249	30.6560834
168	L-9204	GRAFMOOR SUBDIVISION ENTRANCE	RAF BLVD AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11481151	30.6869767
169	L-9185	YESTER PL SUBDIVISION ENTRANCE	YESTER PL AT S MCGREGOR AVE	300	L-501-G Single Open Flame Burner	-88.14517306	30.6920507
170	L-9168	FOREST DALE SUBDIVISION MARKER	FOREST DALE DR S OF DRUID DR S	300	L-104-G Two Gas Burner mantles	-88.16216046	30.711436
171	L-9159	DAUPHINE ACRES SUBDIVISION ENTRANCE	ORLEANS ST AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.1146914	30.6846508
172	L-9152	CANTEBURY HEIGHTS SUBDIVISION ENTRANCE	CHAUCER DR BTWN DEMETROPOLIS RD AND MAUDELAYNE DR E	300	L-104-G Two Gas Burner mantles	-88.15733871	30.6234423
173	L-9205	GRAFMOOR SUBDIVISION ENTRANCE	RAF BLVD AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11481116	30.6870018
174	L-9190	OAKLEIGH WOODS SUBDIVISION ENTRANCE	CARRIAGE DR AT BURMA RD	300	L-104-G Two Gas Burner mantles	-88.1532003	30.6403488
175	L-9194	RIDGEFIELD SUBDIVISION ENTRANCE	FALLS CHURCH RD AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17730423	30.6771814
176	L-9164	HAMPTON GATE SUBDIVISION	HAMPTON CT AT SHAIN ST	300	L-501-G Single Open Flame Burner	-88.17486691	30.6671616
177	L-9166	ROLLING ACRES SUBDIVISION ENTRANCE	WOODLAND RD AT COTTAGE HILL RD	300	L-104-G Two Gas Burner mantles	-88.18115836	30.6426415
178	L-9161	HILLCREST OAKS SUBDIVISION ENTRANCE	HILLCREST OAKS DR AT HILLCREST RD	300	L-501-G Single Open Flame Burner	-88.19063321	30.629679
179	L-9157	PARKVIEW ESTATES SUBDIVISION ENTRANCE	MORLEE DR W AT OVERLOOK RD	300	L-104-G Two Gas Burner mantles	-88.17471917	30.7196616
180	L-9249	ROLLING ACRES SUBDIVISION ENTRANCE	WEST RD AT COTTAGE HILL RD	300	L-104-G Two Gas Burner mantles	-88.17884246	30.6430386
181	L-9196	RIDGEFIELD SUBDIVISION ENTRANCE	FALLS CHURCH RD AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17737725	30.6770151
182	L-9191	OAKLEIGH WOODS SUBDIVISION ENTRANCE	CARRIAGE DR AT BURMA RD	300	L-104-G Two Gas Burner mantles	-88.15324401	30.6403464
183	L-9154	CANTEBURY HEIGHTS SUBDIVISION ENTRANCE	CHAUCER DR BTWN DEMETROPOLIS RD AND MAUDELAYNE DR E	300	L-104-G Two Gas Burner mantles	-88.15777077	30.6234478

184	L-9160	DAUPHINE ACRES SUBDIVISION ENTRANCE	ORLEANS ST AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11468842	30.6847714
185	L-9165	HAMPTON GATE SUBDIVISION	HAMPTON CT AT SHAIN ST	300	L-501-G Single Open Flame Burner	-88.17497594	30.6671671
186	L-9193	RIDGEFIELD SUBDIVISION ENTRANCE	FALLS CHURCH RD AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17717385	30.6772238
187	L-9167	FOREST DALE SUBDIVISION MARKER	FOREST DALE DR SOUTH OF DRUID DR S	300	L-104-G Two Gas Burner mantles	-88.16202439	30.7114293
188	L-9147	BIT AND SPUR ESTATES SUBDIVISION ENTRANCE	CHANNING CT AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.16723621	30.6840117
189	L-9241	JAPONICA ESTATES SUBDIVISION ENTRANCE	JAPONICA LN AT COTTAGE HILL RD	300	L-501-G Single Open Flame Burner	-88.15347238	30.6504689
190	L-9155	CANTEBURY HEIGHTS SUBDIVISION ENTRANCE	CHAUCER DR BTWN DEMETROPOLIS RD AND MAUDELAYNE DR E	300	L-104-G Two Gas Burner mantles	-88.15797631	30.6234451
191	L-9240	JAPONICA ESTATES SUBDIVISION ENTRANCE	JAPONICA LN AT COTTAGE HILL RD	300	L-501-G Single Open Flame Burner	-88.15327886	30.6505244
192	L-9148	BIT AND SPUR ESTATES SUBDIVISION ENTRANCE	CHANNING CT AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.16736343	30.6839425
193	L-9245	WINGFIELD DR AT SPRING HILL AVE	WINGFIELD DR AT SPRING HILL AVE	300	L-104-G Two Gas Burner mantles	-88.09981806	30.6953803
194	L-9153	CANTEBURY HEIGHTS SUBDIVISION ENTRANCE	CHAUCER DR BTWN DEMETROPOLIS RD AND MAUDELAYNE DR E	300	L-104-G Two Gas Burner mantles	-88.15754281	30.6234428
195	L-9203	BRANNAN PLACE SUBDIVISION	COTTAGE HILL SERVICE RD MEDIAN AT BRANNAN DR E	300	L-104-G Two Gas Burner mantles	-88.13290583	30.6570278
196	L-9195	RIDGEFIELD SUBDIVISION ENTRANCE	FALLS CHURCH RD AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17739314	30.6771005
197	L-9186	YESTER PL SUBDIVISION ENTRANCE	YESTER PL AT S MCGREGOR AVE	300	L-501-G Single Open Flame Burner	-88.14516818	30.6919006
198	L-9173	AIRMONT SUBDIVISION ENTRANCE	MONTCLIFF DR AT AZALEA RD	300	L-104-G Two Gas Burner mantles	-88.13974934	30.6547134
199	L-9199	HALL PLACE SUBDIVISION MEDIAN	N MONTEREY ST AT DAUPHIN ST	300	L-501-G Single Open Flame Burner	-88.07670944	30.6870657
200	L-9150	MEADOWBROOK SUBDIVISION ENTRANCE	BRIERWOOD DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11444555	30.6772909
201	L-9200	CHARLESTON CT SUBDIVISION	CHARLESTON CT N OF BEXLEY LN	300	L-501-G Single Open Flame Burner	-88.15185258	30.69628
202	L-9174	AIRMONT SUBDIVISION ENTRANCE	MONTCLIFF DR AT AZALEA RD	300	L-104-G Two Gas Burner mantles	-88.13974808	30.6546462

203	L-9151	MEADOWBROOK SUBDIVISION ENTRANCE	BRIERWOOD DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11441848	30.6774604
204	L-9151	MEADOWBROOK SUBDIVISION ENTRANCE	BRIERWOOD DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.1144146	30.6774853
205	L-9150	MEADOWBROOK SUBDIVISION ENTRANCE	BRIERWOOD DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11443607	30.6773066
206	L-9611	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11443766	30.6792884
207	L-9610	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.1144438	30.6793102
208	L-9608	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11444823	30.6795233
209	L-9612	CHARLESTON CT SUBDIVISION	CHARLESTON CT N OF BEXLEY LN	300	L-501-G Single Open Flame Burner	-88.15187578	30.6962808
210	L-9625	RIDGEFIELD SUBDIVISION ENTRANCE	FAIRFAX RD E AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17592177	30.6787402
211	L-9626	RIDGEFIELD SUBDIVISION ENTRANCE	FAIRFAX RD E AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17586037	30.6787667
212	L-9624	RIDGEFIELD SUBDIVISION ENTRANCE	FAIRFAX RD E AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17604163	30.6786296
213	L-9623	RIDGEFIELD SUBDIVISION ENTRANCE	FAIRFAX RD E AT BIT AND SPUR RD	300	L-104-G Two Gas Burner mantles	-88.17605694	30.6785811
214	L-9643	COUNTRY CLUB ESTATES	HILLWOOD RD AT OLD SHELL RD	300	L-501-G Single Open Flame Burner	-88.14946713	30.6943889
215	L-9642	COUNTRY CLUB ESTATES	HILLWOOD RD AT OLD SHELL RD	300	L-501-G Single Open Flame Burner	-88.14953047	30.6943511
216	L-9736	BURMA HILLS SUBDIVISION ENTRANCE	BURMA HILLS DR AT BURMA RD	300	L-104-G Two Gas Burner mantles	-88.14917973	30.6402765
217	L-9708	COUNTRY CLUB VILLAGE SUBDIVISION ENTRANCE	WILKINSON WAY AT BIT AND SPUR RD	300	L-501-G Single Open Flame Burner	-88.16446487	30.6856639
218	L-9709	COUNTRY CLUB VILLAGE SUBDIVISION ENTRANCE	WILKINSON WAY AT BIT AND SPUR RD	300	L-501-G Single Open Flame Burner	-88.16437215	30.6857592
219	L-9199	HALL PLACE SUBDIVISION MEDIAN	N MONTEREY ST AT DAUPHIN ST	300	L-501-G Single Open Flame Burner	-88.07645198	30.6901208
220	L-9608	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.10478946	30.677897
221	L-9608	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.10479031	30.6778863
222	L-9608	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.1046909	30.6779464

223	L-9608	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.10467186	30.6779582
224	L-9150	MEADOWBROOK SUBDIVISION ENTRANCE	BRIERWOOD DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11443272	30.6765175
225	L-9150	MEADOWBROOK SUBDIVISION ENTRANCE	BRIERWOOD DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11443226	30.6764572
226	L-9172	SKYLAND PARK SUBDIVISION ENTRANCE	4308 USHY 90 DR	300	L-104-G Two Gas Burner mantles	-88.15687516	30.6234568
227	L-9764	FOREST DALE SUBDIVISION ENTRANCE	FOREST DALE DR AT OVERLOOK RD	300	L-104-G Two Gas Burner mantles	-88.16186866	30.7195482
228	L-9763	FOREST DALE SUBDIVISION ENTRANCE	FOREST DALE DR AT OVERLOOK RD	300	L-104-G Two Gas Burner mantles	-88.16201911	30.7195423
229	L-9762	NEWPORT VILLAGE SUBDIVISION ENTRANCE	NEWPORT DR E AT PLEASANT VALLEY RD	300	L-104-G Two Gas Burner mantles	-88.14024734	30.6616383
230	L-9767	NEWPORT VILLAGE SUBDIVISION ENTRANCE	NEWPORT DR E AT PLEASANT VALLEY RD	300	L-104-G Two Gas Burner mantles	-88.1401972	30.6615966
231	L-9761	NEWPORT VILLAGE SUBDIVISION ENTRANCE	NEWPORT DR E AT PLEASANT VALLEY RD	300	L-104-G Two Gas Burner mantles	-88.14040667	30.6616387
232	L-9759	NEWPORT VILLAGE SUBDIVISION ENTRANCE	NEWPORT DR E AT PLEASANT VALLEY RD	300	L-104-G Two Gas Burner mantles	-88.14045508	30.661598
233	L-9770	NEWPORT VILLAGE SUBDIVISION ENTRANCE	NEWPORT DR W AT PLEASANT VALLEY RD	300	L-104-G Two Gas Burner mantles	-88.14358214	30.6616445
234	L-9769	NEWPORT VILLAGE SUBDIVISION ENTRANCE	NEWPOERT DR W AT PLEASANT VALLEY RD	300	L-104-G Two Gas Burner mantles	-88.14336548	30.6616115
235	L-9757	OAKLEIGH HOUSE MUSEUM	350 OAKLEIGH PL	300	L-501-G Single Open Flame Burner	-88.06101754	30.680721
236	L-9758	OAKLEIGH HOUSE MUSEUM	350 OAKLEIGH PL	300	L-501-G Single Open Flame Burner	-88.06106973	30.6808902
237	L-9162	HILLCREST OAKS SUBDIVISION ENTRANCE	HILLCREST OAKS DR AT HILLCREST RD	300	L-501-G Single Open Flame Burner	-88.19061795	30.6295153
238	L-9622	RIDGEFIELD SUBDIVISION ENTRANCE	RIDGELAWN DR W AT OLD SHELL RD	300	L-104-G Two Gas Burner mantles	-88.15611668	30.6926605
239	L-9622	RIDGEFIELD SUBDIVISION ENTRANCE	RIDGELAWN DR W AT OLD SHELL RD	300	L-104-G Two Gas Burner mantles	-88.15625141	30.6926531
240	L-9743	N WASHINGTON AVE	N WASHINGTON AVE AT DAUPHIN ST	300	L-104-G Two Gas Burner mantles	-88.05102946	30.6887479
241	L-9745	S FRANKLIN ST	N FRANKLIN ST AT ST FRANCIS ST	300	L-501-G Single Open Flame Burner	-88.04686235	30.6914486
242	L-9771	PENNINGTON CIR	420 PENNINGTON CIR	300	L-104-G Two Gas Burner mantles	-88.11025314	30.670531
243	L-9621	PARK WOODS SUBDIVISION MARKER	BAYLOR DR SOUTH END	300	L-501-G Single Open Flame Burner	-88.15885827	30.712025

244	L-9613	CHARLESTON CT SUBDIVISION	351 CHARLESTON CT	300	L-501-G Single Open Flame Burner	-88.15186653	30.6964968
245	L-9614	CHARLESTON CT SUBDIVISION	354 CHARLESTON CT	300	L-501-G Single Open Flame Burner	-88.15187099	30.6969909
246	L-9615	CHARLESTON CT SUBDIVISION	359 CHARLESTON CT	300	L-501-G Single Open Flame Burner	-88.15187316	30.697314
247	L-9616	CHARLESTON CT SUBDIVISION	366 CHARLESTON CT	300	L-501-G Single Open Flame Burner	-88.15204965	30.6976068
248	L-9617	CHARLESTON CT SUBDIVISION	363 CHARLESTON CT	300	L-501-G Single Open Flame Burner	-88.1524521	30.6976301
249	L-9138	FORT CONDE VILLAGE	155 CHURCH ST	700	L-501-G Single Open Flame Burner	-88.04024902	30.6890036
250	L-9137	FORT CONDE VILLAGE	50 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.04009993	30.6890493
251	L-9136	FORT CONDE VILLAGE	50 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03993126	30.6891008
252	L-9230	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05721413	30.6819335
253	L-9235	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05623042	30.681837
254	L-9095	FORT CONDE VILLAGE	W END OF MONROE ST N SIDE	700	L-104-G Two Gas Burner mantles	-88.04125896	30.687589
255	L-9228	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05725067	30.682202
256	L-9018	DE TONTI SQUARE	S SIDE OF STATE ST BTWN N JACKSON ST AND N CLAIBORNE ST	350	L-104-G Two Gas Burner mantles	-88.0470405	30.694702
257	L-9213	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05618817	30.6819245
258	L-9215	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05607762	30.6823011
259	L-9229	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05728453	30.6820104
260	L-9089	FORT CONDE VILLAGE	ST EMANUEL ST AT THEATRE ST	700	L-104-G Two Gas Burner mantles	-88.04085702	30.688124
261	L-9135	FORT CONDE VILLAGE	ROYAL ST AT CHURCH ST	700	L-501-G Single Open Flame Burner	-88.0396684	30.6891256
262	L-9607	WASHINGTON SQUARE	251 CHATHAM ST	350	L-104-G Two Gas Burner mantles	-88.05646862	30.6818524
263	L-9074	DE TONTI SQUARE	254 N CONCEPTION ST	350	3 Gas Burner	-88.04489686	30.6960431
264	L-9043	DE TONTI SQUARE	205 STATE ST	350	L-104-G Two Gas Burner mantles	-88.04523424	30.6953613
265	L-9036	DE TONTI SQUARE	254 N CONCEPTION ST	350	3 Gas Burner	-88.04483879	30.6959194
266	L-9609	MEADOWBROOK SUBDIVISION ENTRANCE	THORNHILL DR AT S SAGE AVE	300	L-104-G Two Gas Burner mantles	-88.11445055	30.6795052
267	L-9078	DE TONTI SQUARE	209 ST ANTHONY ST	350	L-104-G Two Gas Burner mantles	-88.04496818	30.6945329
268		Skyland Park	4150 hwy 90			-88.14714227	30.6315364

NON-WORKING GAS LIGHTS

#	Elect_ID	Facility Name	Closest Address / Intersection	Post Style	Lantern Style	Longitude	Latitude
1	L-9117	FORT CONDE VILLAGE	204 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.0396286	30.68705518
2	L-9102	FORT CONDE VILLAGE	203 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.040737	30.68720075
3	L-9105	FORT CONDE VILLAGE	S SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-104-G Two Gas Burner mantles	-88.04044357	30.68741874
4	L-9259	FORT CONDE VILLAGE	W SIDE OF S END OF EMANUAL ST	700	L-104-G Two Gas Burner mantles	-88.04097709	30.68688499
5	L-9123	FORT CONDE VILLAGE	170 S ROYAL ST E SIDE OF STREET	700	L-501-G Single Open Flame Burner	-88.03946326	30.68775192
6	L-9100	FORT CONDE VILLAGE	W SIDE OF ST EMANUEL ST S OF MONROE ST	700	L-501-G Single Open Flame Burner	-88.04085082	30.68702137
7	L-9124	FORT CONDE VILLAGE	166 S ROYAL ST E SIDE OF STREET	700	L-501-G Single Open Flame Burner	-88.03945956	30.68790601
8	L-9121	FORT CONDE VILLAGE	170 S ROYAL ST E SIDE OF STREET	700	L-501-G Single Open Flame Burner	-88.03946856	30.68761869
9	L-9101	FORT CONDE VILLAGE	205 ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04074204	30.68701921
10	L-9260	FORT CONDE VILLAGE	S END OF ST EMANUEL ST	700	L-501-G Single Open Flame Burner	-88.04079968	30.6867754
11	L-9116	FORT CONDE VILLAGE	202 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03962036	30.68720407
12	L-9131	FORT CONDE VILLAGE	W SIDE OF ROYAL ST BTWN CHURCH AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03960351	30.68873868
13	L-9080	FORT CONDE VILLAGE	S SIDE OF THEATRE ST	700	L-104-G Two Gas Burner mantles	-88.04053358	30.68811094
14	L-9129	FORT CONDE VILLAGE	E SIDE OF ROYAL ST BTWN CHURCH ST AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.039428	30.68844101
15	L-9171	SKYLAND PARK SUBDIVISION ENTRANCE	1409 ALTAIR LN	300	L-104-G Two Gas Burner mantles	-88.15027535	30.62762593
16	L-9133	FORT CONDE VILLAGE	50 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03973275	30.68899437
17	L-9114	FORT CONDE VILLAGE	N SIDE OF MONROE ST BTWN ST EMANUEL AND S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03965455	30.68749682
18	L-9084	FORT CONDE VILLAGE	166 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03958307	30.68810358
19	L-9140	FORT CONDE VILLAGE	N SIDE OF THEATRE ST	700	L-501-G Single Open Flame Burner	-88.04053182	30.68821084
20	L-9130	FORT CONDE VILLAGE	W SIDE OF ROYAL ST BTWN CHURCH AND THEATRE ST	700	L-501-G Single Open Flame Burner	-88.03957246	30.68861756
21	L-9755	JUNIOR MISS HQ ON GOVERNMENT ST	751 GOVERNMENT ST	400	L-501-G Single Open Flame Burner	-88.05126077	30.6868654
22	L-9710	S JACKSON ST	51 S JACKSON ST	300	L-104-G Two Gas Burner mantles	-88.04440561	30.69011718
23	L-9122	FORT CONDE VILLAGE	170 S ROYAL ST	700	L-501-G Single Open Flame Burner	-88.03960768	30.68772285
24	L-9099	FORT CONDE VILLAGE	W SIDE OF ST EMANUEL ST S OF MONROE ST	700		-88.04083523	30.68720424
25	L-9098	FORT CONDE VILLAGE	200 ST EMANUEL ST	700		-88.04082538	30.68739589

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of purchase order to Dogwood Productions Inc for website hosting and maintenance, and livestream services, Jan-Sep 2023.

General fund.

Amount of Contract:

$37,125.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221128 Dogwood Agenda Package POs	Cover Memo	11/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 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, 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
2117	2023	(5000) INFORMATION TECHNOLOGY	WEBSITE HOSTING AND MAINTENANCE AND LIVESTEAM SERVICES, JAN-SEP 2023 (PROFESSIONAL SERVICE)	$37,125.00	(0470690 DOGWOOD PRODUCTIONS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00002117-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
757 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-476-0858	Delivery Reference
Fax 251-479-0364	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/22	047069	11/10/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PER DON- It will be easier to pay out if you use separate line items for each pay item. So, for example, Line 1 Jan-March 2023 web page maintenance/support. THIS IS A PROFESSIONAL SERVICE WITH THE EXISTING PROVIDER.			
001	JAN-MARCH 23- Monthly Web site Hosting, maintenance and updates $2500/month Live Streaming of City Council meetings, Board of Adjustment and Planning Commission $1000/month Message on Hold - monthly updates	3.00 EACH	3625.00000	10875.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			10875.00

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Bill To	Requisition 00002117-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/22	047069	11/10/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	APR-JUN 23- Monthly Web site Hosting, maintenance and updates $2500/month Live Streaming of City Council meetings, Board of Adjustment and Planning Commission $1000/month Message on Hold - monthly updates	3.00 EACH	3625.00000	10875.00
	1 1000.10.23.5000.5000.5000.0000.0000.42200.			10875.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	JUL-SEPT 23-Monthly Web site Hosting, maintenance and updates $2500/month Live Streaming of City Council meetings, Board of Adjustment and Planning Commission $1000/month Message on Hold - monthly updates	3.00 EACH	3625.00000	10875.00

Bill To	Requisition 00002117-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/22	047069	11/10/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42200.			10875.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	Domain and SSL renewals $300/yr (40) Additional Development Hours $4200/yr	1.00 EACH	4500.00000	4500.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			4500.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00002117-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/22	047069	11/10/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 37125.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42200.	37125.00	1757906.18
INFORMATION TECHNOLOGY EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	11/10/22	MARK PEARSON	Auto approved by: 91057606
Approved	11/10/22	SCOTT KEARNEY	
Approved	11/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	11/26/22	DONALD ROSE	Approved by: 9105fola
Approved	11/26/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	11/26/22	KAREN NAMAN	Auto approved by: 910516727
Approved	11/26/22	JOHN PAINE	Auto approved by: 910516727
Approved	11/26/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to D3 Inc, dba 9 to 5 Seating for furniture for Lafayette St City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding.

Amount of Contract:

$22,298.76

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221128 Mcaleer Agenda Package POs	Cover Memo	11/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 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
1736	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (AL STATE CONTRACT)	$22,298.76	(294654) D3 INC, DBA 9 TO 5 SEATING

Adopted:

_____
City Clerk

Bill To	Requisition 00001736-00 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
D3 INC DBA 9 TO 5 SEATING	CHD COMMUNITY HOUSING & DEVELO
3211 JACK NORTHROP AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
HAWTHORNE, CA 90250	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#888-925-7328	Delivery Reference
Fax 866-925-7328	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
	Delivery Reference
	Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-390 AND MA2200000002669-1 SOURCE #SRC000002513.			
	INSTALLATION DEALER: MCALEER'S OFFICE FURNITURE ATTN: DEANA NEZAT			
001	ITEM NO. 3460-W1-A45 LUNA- HIGH BACK UPHOLSTERED SEAT AND MESH BACK; M21; GRADE C; PER ATTACHED QUOTE	8.00 EACH	484.92000	3879.36
	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. .			3879.36
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To			

Bill To	Requisition 00001736-00 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
D3 INC DBA 9 TO 5 SEATING	CHD COMMUNITY HOUSING & DEVELO
3211 JACK NORTHROP AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
HAWTHORNE, CA 90250	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#888-925-7328	Delivery Reference
Fax 866-925-7328	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
	Delivery Reference
	Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				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 Delivery Reference Shakeena Cox			
002	ITEM NO. 1370-GT-A12-US BELLA- MESH BACK, FOUR LEG NESTING CHAIR W/ CASTERS, A12 FIX; PER ATTACHED QUOTE	21.00 EACH	343.98000	7223.58
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			7223.58
	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 Delivery Reference Shakeena Cox			

Bill To	Requisition 00001736-00 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
D3 INC DBA 9 TO 5 SEATING 3211 JACK NORTHROP AVE HAWTHORNE, CA 90250 Tel#888-925-7328 Fax 866-925-7328	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 Delivery Reference Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
003	ITEM NO. 2450-B1-A24 DIDDY- MID SIZE BASIC CONTRO, FIXED CHROME WRAPAROUND ARM; PER ATTACHED QUOTE	10.00 EACH	506.52000	5065.20
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			5065.20
	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 Delivery Reference Shakeena Cox			
004	ITEM NO. 1410-GT-A15B-UB LINK-FOUR LEG GUEST CHAIR W/ ARMS, UPHOLSTERED BACK AND SEAT; PER ATTACHED QUOTE	4.00 EACH	381.78000	1527.12

Bill To	Requisition 00001736-00 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 4

Vendor	Ship To
D3 INC DBA 9 TO 5 SEATING 3211 JACK NORTHROP AVE HAWTHORNE, CA 90250 Tel#888-925-7328 Fax 866-925-7328	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 Delivery Reference Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1527.12

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
Delivery Reference
Shakeena Cox

005	ITEM NO. 9111-LG LILLY- FULLY UPHOLSTERED LOUNGE, WITH W FRAME METAL LEGS; GRADE-E; PER ATTACHED QUOTE	2.00 EACH	1131.30000	2262.60
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			2262.60

Bill To	Requisition 00001736-00 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 5

Vendor	Ship To
D3 INC DBA 9 TO 5 SEATING	CHD COMMUNITY HOUSING & DEVELO
3211 JACK NORTHROP AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
HAWTHORNE, CA 90250	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#888-925-7328	Delivery Reference
Fax 866-925-7328	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
	Delivery Reference
	Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				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 Delivery Reference Shakeena Cox			
006	ITEM NO. 9104-GT LILLY- FULLY UPHOLSTERED SIDE CHAIR, WITH 4 METAL LEGS; PER ATTACHED QUOTE	3.00 EACH	780.30000	2340.90
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			2340.90

Bill To	Requisition 00001736-00 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
D3 INC DBA 9 TO 5 SEATING	CHD COMMUNITY HOUSING & DEVELO
3211 JACK NORTHROP AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
HAWTHORNE, CA 90250	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#888-925-7328	Delivery Reference
Fax 866-925-7328	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
	Delivery Reference
	Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				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
Delivery Reference
Shakeena Cox

Requisition Link

Requisition Total 22298.76

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

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	22298.76	121986.20

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.	22298.76	

CDBG 2020 CARES EXP OPERATING SUPPLIES

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

Bill To	Requisition 00001736-00 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
D3 INC DBA 9 TO 5 SEATING	CHD COMMUNITY HOUSING & DEVELO
3211 JACK NORTHROP AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
HAWTHORNE, CA 90250	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#888-925-7328	Delivery Reference
Fax 866-925-7328	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
	Delivery Reference
	Shakeena Cox

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	294654				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	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		
	Approved	11/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727		
	Approved	11/26/22	DONALD ROSE	Approved by: 9105fola		
	Approved	11/26/22	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	11/26/22	KAREN NAMAN	Auto approved by: 910516727		
	Approved	11/26/22	JOHN PAINE	Auto approved by: 910516727		
	Approved	11/26/22	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
T390 Furniture

Type
Master Agreement

Supplier
9to5 Seating LLC

Contract Code
17000000048-999

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

0 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/1/2017

End Date
2/28/2022

Documents

- Final_MA_999_17000000048_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
FURNITURE: OFFICE, TABLES, EDUCATIONAL	17000000048-999-2-1	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ADELTE Ports & Maritime S.L.U for passenger boarding bridge for Mobile Alabama Cruise Terminal.

Cruise Terminal enterprise account.

Amount of Contract:

$4,890,000.00

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	12/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 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.*

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 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: Don Rose, Procurement _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

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
2776	2023	(F6020) CRUISE TERMINAL	PASSENGER BOARDING BRIDGE FOR MOBILE AL CRUISE TERMINAL (RFP 5704)	$4,890,000.00	(294094) ADELTE PORTS & MARITIME S.L.U

Adopted:

_____
City Clerk

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 1

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
001	BRIDGE PREFAB (NOT INSTALLED) Initial Planning and Contract Commitment Unit:1, UOM: JOB Unit Price: $1,467,000.00 Vendor Item Vendor Item No.: Unit:1, UOM: JOB	1.00 EACH	1467000.00000	1467000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			1467000.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
002	BRIDGE PREFAB (NOT INSTALLED) 100% Design Submission: Unit1. UOM: JOB Unit Price: $489,000.00 Vendor Item Vendor Item No.: Design Submission,	1.00 EACH	489000.00000	489000.00

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Unit1			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
003	BRIDGE ACC AND PARTS Purchase of Materials: Unit 1. UOM:JOB. Unit Price : $489,000.00 Vendor Item Vendor Item No.: Purchase Material Unit 1	1.00 EACH	489000.00000	489000.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
004	BRIDGE ACC AND PARTS 50% Fabrication, Manufacturing Phase I: Unit 1 UOM: JOB Unit Price: $489,000.00 Vendor Item Vendor Item No.: Mfg. Phase I: Unit 1	1.00 EACH	489000.00000	489000.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 4

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
005	BUILD LG/PREFAB OVER 500 SQFT 100% Fabrication & Acceptance, Manufacturing Phase II. Unit 1. UOM: JOB. Unit Price: $489,000.00 Vendor Item Vendor Item No.: Mfg. Phase II	1.00 EACH	489000.00000	489000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA			

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 5

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
006	BUILD LG/PREFAB OVER 500 SQFT Material Shipped, Transport. Unit: 1. UOM: Job. Unit Price: $489,000. 00 Vendor Item Vendor Item No.: Transport Unit 1	1.00 EACH	489000.00000	489000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
007	BUILD LG/PREFAB OVER 500 SQFT	1.00	489000.00000	489000.00

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 6

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Installation on Site & Manufacture Acceptance Test. Unit 1. UOM: Job Unit Price: $489,000.00 Vendor Item Vendor Item No.: Installation on Site/Test	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
008	BUILD LG/PREFAB OVER 500 SQFT Final Acceptance: Unit 1. UOM: Job Unit Price: $489,000.00 Vendor Item	1.00 EACH	489000.00000	489000.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0814 .CAPEQUIPMT. .			489000.00

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U.	CRUISE TERMINAL
AV.DE JOSEP TARRADELLAS, NO.20	201 SOUTH WATER ST
, 4 PLANTA	
	MOBILE, AL 36602
BARCELONA, 08029	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
SPAIN	
	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Requisition Link

Requisition Total 4890000.00

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

Account			Amount	Remaining Budget
E C0814	.CAPEQUIPMT.	.	4890000.00	10000.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	4890000.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/06/22	SHEILA GURGANUS	
Approved	12/06/22	BRENDA RHODES	
Approved	12/06/22	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00002776-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 8

Vendor	Ship To
ADELTE PORTS & MARITIME S.L.U. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	294094				CRUISE TERMINAL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/06/22	RELYA MALLORY		Auto approved by: 910511034	
	Queued	12/06/22	DONNA MICHELE STANLEY		Auto approved by: 910511034	
	Queued	12/06/22	DONALD ROSE		Auto approved by: 910511034	
	Queued	12/06/22	SANDRA LEWIS		Auto approved by: 910511034	
	Queued	12/06/22	KAREN NAMAN		Auto approved by: 910511034	
	Queued	12/06/22	JOHN PAINE		Auto approved by: 910511034	
	Queued	12/06/22	MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

ADELTE

	Review Comments	Avg Raw Score (0-100)	Weighting	Avg Weighted
Qualifications and Experience	Highly experienced personnel, significant history. Depth of personnel experience in company. Larger, more employees than competitor. Mobile experience with Vendor has been positive. Very good industry reputation. Very familiar with Mobile and responsive.	97	0.15	14.5
Design	Meets requirements. Sophisticated sensors and controls. Excellent weatherproofing. Tested, more complete design, some innovations including double brow. Familiar design to existing reducing learning curve.	91	0.35	31.8
Schedule	On-time schedule. Using company-owned production facilities and employees reduces delivery risk, with on-site assembly for less complex shipping. Met requirement. Realistic, met requirement.	92	0.15	13.8
Warranty and Support	Four maintenance visits per year; meets warranty and design-life requirements. Meets requirements. Quarterly support a plus, plus detailed reporting.	95	0.20	19
Pricing	Very good pricing. All inclusive pricing.	83	0.15	12.5
Total			**1.00**	**91.6**

SEAWING

	Review Comments	Raw Score (0-100)	Weighting	Avg Weighted
Qualifications and Experience	Very experienced individual talent; as team has delivered only a few new SPBBs; good reference from recent Norfolk delivery. Legacy work as FMT excellent. Unable to assess quality of production yard/facility. Excellent individual quals of design, corporate team.	76	0.15	11.4
Design	Innovative design allows for potential shorter passenger boarding path, but not designed out. Needing to add quay deck access. Potential risk of "prototype" design. A bit more complicated. Attractive innovative design, but we're a bit risk averse.	79	0.35	27.7
Schedule	Meets timeline; will use subcontracted build facility. Shipment of fully-built SPBB may reduce on-pier build time, but increase transit risk. Risk that post-award detailed design work could delay production. Meets aggressive schedule. Prefer on-dock assembly.	79	0.15	11.9
Warranty and Support	Warranty exceeds requirement (10 vs 7 years); two maintenance visits/year. Excellent warranty. Track record supporting Norfolk is good. Concern whether 2x/year visit is sufficient.	86.7	0.20	17.3
Pricing	Very good pricing. Adequate pricing.	83	0.15	12.5
Total			**1.00**	**80.8**

City of Mobile
Request for Proposals
Addendum 1
RFP 5704

CITY OF MOBILE, ALABAMA CRUISE TERMINAL
SEAPORT BOARDING BRIDGE DESIGN, CONSTRUCTION, DELIVERY

The following updates, clarifications, and amendments are made to the City's Request for Proposals 5704 (RFP).

1. The due date for all written proposals has been extended to *5:00 pm, August 26, 2022*.

2. The following additional information supplements the original RFP.

a. Add to Paragraph 2.3: *The SPBB must be designed so that the SPPB's extension into the ship can accommodate a length and height and extension required by the most modern ships and their lifeboat placement. See also Paragraph 2.7.19.*

b. Add to Paragraph 2.4.2: ***Add. Exhibit A*** *is provided to show the operating doors at the curved section of the Terminal that the SPBB must accommodate (identified on the drawing as "OPERATING DOORS FOR GANGWAY ACCESS."). The SPBB must additionally accommodate all doors on the fixed gangway parallel to the pier face at the North end of the facility.*

c. Add to Paragraph 2.4.3: *The relative humidity in the tunnels should be between 30-60max percent at all times; in operation and at rest. Provide, at each tunnel, an environmental monitoring device that can be read via iPhone app. The app should be set to alert the Owner of temperatures and humidity outside the standard range. This provision will assist in preventing mold growth within the SPBB*.

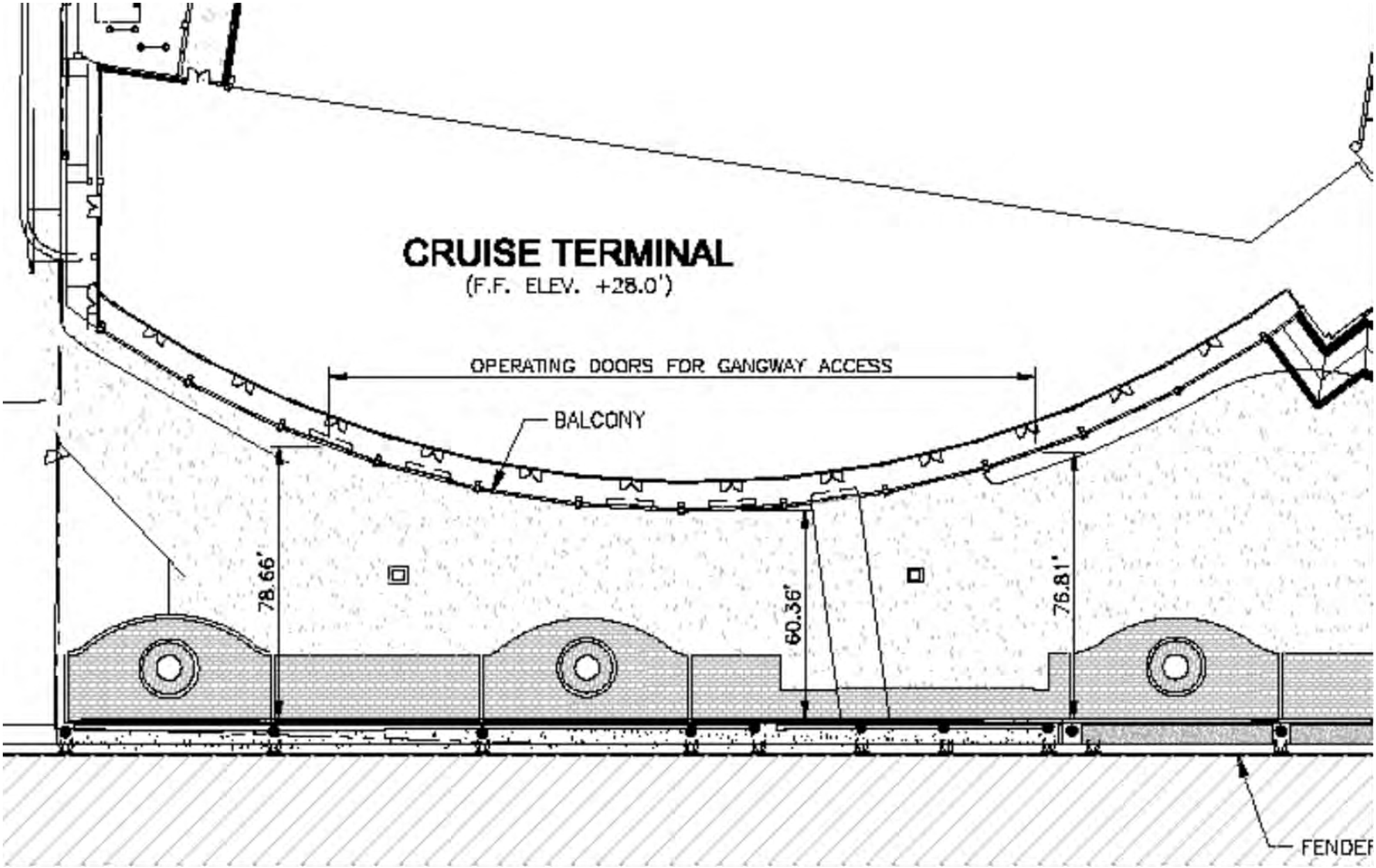
d. Add to EXHIBIT D, Contract Terms & Conditions, paragraph 1: *The City's timeline is based on the projected arrival of CARNIVAL SPIRIT to Mobile on October 6, 2023 for regular sailings. The City desires the new SPBB to be in place, fully operational, and accepted by this date to provide an engaging and fresh terminal experience to attend to start of CARNIVAL SPIRIT's service in Mobile.*

3. **Add. Exhibit B** to this Addendum includes questions received and City responses to those questions.

4. The initial RFP and all addenda may be found online at https://www.cityofmobile.org/bids.

Add. Exhibit A Cruise Terminal Main Building Operating Doors
Add. Exhibit B Questions and City Replies.

Add Exhibit A Cruise Terminal Main Building Operating Doors



Add Exhibit B Questions and City Replies

Questions and City Replies

1. Could the tender be submitted on-line instead of per post/physical delivery?

The City prefers mailed or delivered written proposals. We will accept the use of a local print/delivery service with electronic/scanned signatures.

2. The RFP states: "The Contractor shall perform maintenance, including emergency callback service, during normal working hours for a period of five (5) years with the option to extend the maintenance period." & "Maintenance shall also include 24-hour-per-day, 7-day-per-week emergency callback service with response time of two hours or less."
Could you please clarify whether the preventive maintenance price should include 24/7 attendance service or attendance service during normal working hours, please?

Preventative maintenance may be performed during normal working hours, but emergency callback service must be always available, even outside normal business hours.

3. The RFP states: "When in position electrical power shall be connected from the terminal via Contractor provided flexible connections at two (2) locations"
Could you please clarify this requirement and indicate where the Terminal connection points are located?

The City cannot yet specify where the City will place the shoreside electrical connection points on the terminal facility, as these will be dependent upon the eventual vessel(s) that need to be accommodated. Proposer's requirement is to furnish two connections from the SPBB to shoreside. Each connection should be, at minimum, 20' in length, with a hook or load-bearing feature that can accommodate the full weight of the cabling so any excess length can be neatly hung from the SPBB. The successful Proposer will provide the City, very early in the post-award performance, the specific electrical loading and connection types required so that the City can perform the shoreside work. Refer also to Section 2.4.15 of the RFP.

4. The RFP states: "2.7.17. The City of Mobile cannot make any pre-payments on materials not on site and able to be confirmed". And in the payment terms description it's stated: "...The Contractor shall submit monthly invoices for review and processing." Taking into account that design and manufacture will not be performed on-site, we understand that monthly payments for design and manufacture will be performed before the delivery of the SPBB to Mobile. Is this assumption correct? (In order to warrant that the City of Mobile is the owner of the purchased materials, material vesting certificates could be issued.)

The City interprets “on site and able to be confirmed” to allow for Proposer’s receipt of materials at Proposer’s construction facility. Proposals shall include in the Price and Contract Terms (Section 3.6 of the RFP) how the Proposer would invoice the City at various progress points, and what assurance documentation would support such invoicing, which may include material vesting certificates.

5. The RFP states: "4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal (...) The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP"
Taking into account the Intellectual Property and confidential information to be shared, could this requirement be waived, please?

The City is required to follow Alabama Public Records law, 36-12-40, which requires proposals to be open to public inspection. Proposals may indicate confidential information that may be protected, subject to agency and judicial review. The City will make best efforts to honor confidentiality requests, but cannot provide a guarantee.

6. According to the delay damages chapter of the RFP, there is no reference to the limitation of the delay damages to be applied. Could these delay damages be limited to a 10% of the contract value?

Proposers are free to request a cap, or any other provision that fairly protects the City, in their proposal.

7. The RFP states: "2.4.9. All electrical and mechanical components shall be elevated above the 100-year flood elevation and shall have a minimum elevation of fourteen (14) feet, mean sea level."
Taking into account that traction elements would be located at pier level (8 feet above mean sea level), this seems not feasible. Should we propose alternate solutions minimizing the components below these 14 feet and protecting the main elements to be affected by floods?

Yes. The City intends that, to the maximum extent possible, and with the exception of traction elements, all electrical and mechanical components shall be elevated above the 100-year flood elevation and shall have a minimum elevation of fourteen (14) feet mean sea level.

8. The RFP states: "The SPBB shall be designed to limit the dead load and live load, including dynamic impact imparted to the pier deck structure from wheel

assemblies to less than the allowable loading criteria shown on the as-built plans and pile bent loading."
Could the maximum loads supported by the pier be shared, please?

The dock structure is a pile-supported concrete relieving platform with a steel sheet pile bulkhead below the relieving platform deck, and a concrete stem wall above the relieving platform deck. The current gangway sits far enough away from the stem wall so as not to exert stress on it; but if the new gangway will bear closer to the stem wall, the Proposer shall verify no additional stress will be exerted on the stem wall. The design surcharge load for the structure is 600 pounds per square foot. When analyzing the dock structure, the Proposer's engineer should look at the load from an individual truck and distribute it down to the top of the relieving platform deck at a 45 degree angle. The top of paving is elevation plus-8 feet, and the top of the reliving platform deck is at plus-3 feet. So as an example, if the truck dimensions were 5' x 10' and the load was we disturbed that out over 5 feet of depth, the load applied to the reliving platform deck would be distributed over an area equal to 15' x 20' or 300 square feet. 300 square feet times the design surcharge load of 600 pounds per square foot would yield an allowable truck load of 180,000 pounds.

The Proposer shall also analyze the paving for both flexure and punching shear. The paving is 9 inches thick and is 4000 psi concrete. The base is dense graded crushed limestone so a subgrade modulus of 100 pounds per cubic inch for the flexural analysis would be appropriate.

It is incumbent upon the Proposer's Engineer to verify / validate this approach and confirm the SPBB will not cause issues.

9. Could you please indicate which terminal doors and fixed bridge doors should be served?

See Paragraph 2.b and Add. Exhibit A earlier in this Addendum.

10. Could an alternate solution with a generator just being able to perform SPBB movements, without powering the HVAC system, be acceptable?

Yes.

11. Will only the connection point in pics below be used on the circular part of the terminal building, or do we need to be able to reach anywhere along the circular path?

See answer to Question 9 above.

12. Can the drive path on the pier be changed or do we need to use the same as existing gangway?

If by "drive path" the question refers to the marked path on the pier of the current SPBB, then yes, the drive path can be changed to suit the new configuration. The SPBB drive-path must accommodate semi-trucks, fork lifts, and other service vehicles for the ship and terminal.

13. *Is it possible to get "Exhibit B Subcontractor, Major Supplier Form" in an editable format, such as Word (.doc)*?

Yes, a MS Word version will be sent directly and separately to all interested Proposers upon request. The MS Word version may have slightly different language than RFP Exhibit B; either form is acceptable, and Proposers may edit the template as necessary to most readily communicate the requested information.

CITY OF MOBILE
REQUEST FOR PROPOSALS
RFP 5704

CITY OF MOBILE, ALABAMA CRUISE TERMINAL
SEAPORT BOARDING BRIDGE DESIGN, CONSTRUCTION, DELIVERY

The City of Mobile ("City") is seeking competitive proposals from qualified companies to provide a Seaport Boarding Bridge ("SPBB") to replace its existing 2009 TEAM/ADELTE Seaport Boarding Bridge.

Written Proposals Due: **5:00 pm, August ~~19~~ 26, 2022**

Pre-Proposal Conference **9:00 am, July 19 , 2022**
Mobile Alabama Cruise Terminal

US Mail Address

RFP 5704 Seaport Boarding Bridge
City of Mobile
Procurement Department
PO Box 1948 ,
Mobile, AL 36633

Package & Hand Delivery:

RFP 5704 Seaport Boarding Bridge
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile, AL 36644

Questions due to Purchasing@CityofMobile.org: **seven calendar days prior to proposal due date.**

Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked "City of Mobile RFP 5704, Seaport Boarding Bridge."

The full contents of the Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at http://www.cityofmobile.org/bids.

To ensure you are sent the latest information regarding this request, you may, but are not required to, register as an interested respondent by submitting your e-mail contact information to Purchasing@CityofMobile.org. The City will distribute any amendments or addenda by email, as well as posting on the City bid page.

1. GENERAL INFORMATION

The City of Mobile ("City") is seeking competitive proposals from qualified companies (hereinafter, alternatively, "Proposers" or "Contractors") to provide a Seaport Boarding Bridge ("SPBB") to replace its existing 2009 TEAM/ADELTE Seaport Boarding Bridge.

1.1. Preference will be given to qualified Contractors that can form a team to start promptly, devote sufficient time, qualified staff, adequate manufacturing facilities, and expedite successful and timely completion of design, manufacture, assembly, commissioning, and training to this task. The contractor shall provide an Engineer of Record. The Engineer of Record shall be a registered professional engineer licensed in the State of Alabama with experience commensurate with this scope of work. All reference to the "Engineer of Record" shall mean the Contractor's engineer.

1.2. The City intends to award the work based on the design functionality, efficiency, aesthetics, and construction quality; delivery process and time frame; warranty support; and overall value. The City is providing minimal design direction other than key functional requirements, and is requesting preliminary design proposals and pricing as part of this RFP that will be evaluated in selecting the awardee.

1.3. Once the City selects the highest scoring proposal, it will engage in contract negotiations to finalize a purchase document. Failure to reach satisfactory contract terms may result in the City moving to the next highest scoring proposer, or, at its discretion, any other proposal, to attempt to reach a contract agreement. Additionally, City contracts, even after initial negotiation, require funds availability and approval by the City Council and signature by the Mayor.

1.4. This contract may be funded in whole or part with federal government grants, and so the contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in **Exhibit C** to this RFP.

1.5. The City plans to include additional contract terms that are referenced in **Exhibit D** to this RFP. Proposers should address any alternate or additional terms they request.

2. SPECIFICATIONS.

2.1. General: The Terminal requires the capacity to board passengers on vessels of up to one thousand (1000) feet in length. The boarding bridge must be ADA (Americans with Disability Act) compliant and be able to provide access from the second-floor balcony and fixed gangway structure at the Cruise Terminal to the starboard or portside doors on various cruise ships, which doors may be as low as approximately 21 feet and as high as approximately 51 feet. The existing SPBB must remain operational until the new SPBB is commissioned, and City of Mobile personnel are trained in its operation. When City of Mobile personnel are trained and can operate the new SPBB, it will be considered successfully turned over to the City. At that time, the existing SPBB shall be immediately removed from the dock and will become the property of the successful proposer.

2.2. Diagrams: **Exhibit A** to this RFP contains the berthing plan for the CARNIVAL SPIRIT at the Mobile Alabama Cruise Terminal relevant to this RFP. Proposers are to familiarize themselves with the physical characteristics of the Terminal, and design should be made on the conditions as they exist. Proposer shall have the duty to verify that the conditions on the attached drawings match the conditions at the Terminal. Proposers will have an opportunity to visit the terminal at the Pre-Proposal Conference, and may arrange an additional visit prior to the proposal due date.

2.3. The Terminal requires a boarding bridge that will service cruise ships of up to one thousand (1000) feet in length on either the port or starboard side. The Terminal presently anticipates that the vessels it serves may be from any of the following cruise lines: Carnival, Holland America, Norwegian, Royal Caribbean, Costa, and MSC.

2.4. General Criteria:

2.4.1. The gangway should be mobile and elevating with the main driver system electro-hydraulic with 100% redundancy, or equivalent. The PBB shall automatically compensate for ship movements while at berth and provide an electronic monitoring system with alarm in the event the ship movements exceed the service limits of the PBB. The PBB shall be provided with an advanced computer system based on a Programmable Logic Computer (“PLC”). The PLC shall include a telecom modem for remote diagnostics and access for remote program changes. The PLC shall transmit failure alarms and store a minimum of one week of operation in a non- erasable log file. The PLC shall be programmed for automatic positioning and connection to a large number of different ship door elevations.

2.4.2. The transition ramp between the cruise ship and the gangway should be “floating”, i.e., not attached to the cruise ship. One end of the passenger boarding bridge shall interface with the terminal and, at a minimum, accommodate the existing terminal doors. The other adjustable end shall interface with a variety of ships along multiple longitudinal points. Each end of the bridge shall be equipped with a flexible weather seal in accordance with the method designed by the Contractor and approved by the City to shelter passengers on the bridge from the sun, wind and wind-driven rain, while maintaining views and adequate natural air flow to recycle air in a timely manner in conformance with the current codes. All temporary connections to the vessel shall include a safe break-away feature in the event of vessel movement beyond an established and approved break-away threshold.

2.4.3. The SPBB tunnels shall be climate controlled and shall have an ADA compliant operational window (1:12) from 21’ to 51’ mean low tide water line and a technical operational window from 20’-6” to 51’.

2.4.4. The main drive assembly must be movable at variable speeds. The SPBB

must have the capacity for vertical movement with automatic leveling and telescopic movement.

2.4.5. The gangway shall provide vertical adjustment for tide and ballasting movement and shall be fully automatic. The system shall accommodate minor mooring deflection for horizontal adjustment. The Cruise Terminal is located on the Mobile River between active areas of the Alabama Port, and the river is active with commercial ship traffic.

2.4.6. Design Live Loads shall be consistent with industry standards and shall meet or exceed applicable international, federal, state, and local standards.

2.4.7. Proponent shall describe and justify the design life of the gangway and its major components.

2.4.8. All gangway materials and components shall be designed for a marine environment and shall be corrosion resistant.

2.4.9. All electrical and mechanical components shall be elevated above the 100-year flood elevation and shall have a minimum elevation of fourteen (14) feet, mean sea level.

2.4.10. Proposal shall identify and justify the minimum wind speed the gangway can withstand both in operating condition and in stowed position.

2.4.11. Proposal shall identify the weight of the SPBB and confirm it will not exceed the structural capacity of the dock, as determined by the Contractor.

2.4.12. Proposal shall identify and justify how the design, fabrication and installation will meet industry standards and will address local conditions such as impact resistance of equipment and glazing systems, and control of humidity in the interior environment.

2.4.13. Access to HVAC and other equipment that may be located above grade shall be provided with maintenance platforms and access hatches or doors from occupied areas so that ladders may be utilized to reach the platforms.

2.4.14. Service outlets for cleaning and small tools shall be provided throughout the unit on the exterior and interior. Service platforms shall include guardrails and service outlets.

2.4.15. Proposer must coordinate their design, to the maximum extent possible, with the existing conditions such as existing electrical and data connections. Proposer shall identify which existing building and dock systems will have to be modified for the proposed SPBB.

2.4.16. Proposal should identify provide a description of the impact of the installation of the SPBB on cruise terminal operations, and how the proposer will minimize any adverse impacts.

2.4.17. Proposal must rely on proven design and performance concepts that Proposer has employed in other similar boarding bridge solutions.

2.4.18. The PBB shall be mobile and shall be driven by a diesel motor on solid rubber tires between exits along the terminal building or fixed walkway to serve the different locations of the ship doors. The diesel motor shall be sufficient to operate the PBB in an independent function. When in position electrical power shall be connected from the terminal via Contractor provided flexible

connections at two (2) locations and the diesel motor shall serve as a back-up power source.

2.4.19. The motor shall provide 100 percent (100%) power supply redundancy for twelve (12) continuous operational hours provided by a diesel generator mounted on the SPBB. HVAC loads shall be included when sizing the generator.

2.4.20. SPBB must be able to be operated by a pilot on the ground (via wi-fi) as well as from within the cabin.

2.5. Performance Design Criteria: The PBB shall meet the following movement and operational characteristics:

2.5.1. The cab shall be able to connect with the terminal and shall be adjustable to coordinate with the terminal as-built elevations and any apron level grade variations. The cab shall be vertically and horizontally adjustable through automated means to enable flush, accessible transition between the terminal and the PBB. The cab shall have sufficient stand-off from the terminal structure to accommodate lateral movement of both structures. The PBB superstructure shall maintain the minimum clearances above the apron. The PBB shall automatically adjust to the final landing at the vessel door.

2.5.2. The PBB shall track vessel movements and automatically execute adjustments within the following cumulative motion ranges:

- 2.5.2.1. Vertical Adjustment: to be determined by Contractor (tide, wave, and ballasting)
- 2.5.2.2. Swell: 2.0 ft in each direction (vertical movement)
- 2.5.2.3. Sway & Roll: 4.0 ft in each direction (horizontal movement perpendicular to wharf face)
- 2.5.2.4. Slide: 2.0 ft in each direction (horizontal movement parallel to wharf face)

2.5.3. The PBB shall have unimpeded horizontal movement along the apron to service the entire vessel door range.

2.5.4. The permanent superstructure of the PBB support system shall not encroach upon the free area required adjacent the vessel occupied by over-hanging lifeboats, structural protrusions or any other vessel components that would limit function of the PBB or cause impact to a berthing or breasting vessel.

2.5.5. The PBB shall support the following loads. These loads may be applied in total or in part, singularly or simultaneously, as determined by the design codes. In addition to the dead loads and strain caused by movement, the entire system shall support:

- 2.5.5.1. Live floor load of 100 psf.
- 2.5.5.2. Wind loads as per local building code (applicable for City of Mobile) and for the following minimum parameters:
- 2.5.5.3. Wind load design shall be in accordance with the provisions set forth in ASCE 7-16, Exposure D, Importance Factor 1.15.
- 2.5.5.4. Retracted and stowed; A wind velocity of 159 mph (3 second

gust).

2.5.5.5. Operating design wind speed shall be 90 mph (3 second gust)..

2.5.5.6. Roof load of 20 psf and capable of handling any other loading conditions which may be expected based on the proposed design from the Contractor.

2.5.5.7. Auxiliary Loads: Include dynamic live loads, such as those generated by equipment and passenger movement.

2.5.6. Deflection Limits: Engineer assemblies to withstand live loads with deflections no greater than the following:

2.5.6.1. Purlins, Rafters and Trusses: Vertical deflection of 1/240 of the span.

2.5.6.2. Metal Roof Panels: Vertical deflection of 1/240 of the span.

2.5.6.3. Metal Wall Panels: Horizontal deflection of 1/240 of the span.

2.5.7. Design secondary framing system to accommodate deflection of primary structure, maintain necessary construction and operational tolerances, and to maintain clearances at openings.

2.5.8. Provide metal panel assemblies capable of withstanding the effects of loads and stresses indicated, based on testing according to ASTM E 1592, most current edition.

2.5.9. Thermal Movements: Provide metal panel systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and night-time sky heat loss.

2.5.10. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.5.11. The SPBB shall be designed to limit the dead load and live load, including dynamic impact imparted to the pier deck structure from wheel assemblies to less than the allowable loading criteria shown on the as-built plans and pile bent loading. Accessory outriggers may only be considered if submitted for review and accepted by the City. Outriggers must be contained within the zone of allowable bogie wheel travel. They may not encroach upon the vehicular access area. Use of outriggers shall be avoided where possible.

2.5.12. The SPBB shall be designed to resist against overturning or excessive unsafe movement in longitudinal or transverse directions during operational and stowed conditions. Connections: Provide details of connections by structural-steel fabricator to withstand loads indicated and comply with other information and restrictions indicated.

2.5.13. Select and complete connections using AISC's "Manual of Steel Construction, Load and Resistance Factor Design," Volume 2, Part 9 or AISC's "Manual of Steel Construction, Allowable Stress Design," Part 4, most current edition.

2.5.14. The Contractor’s Engineer-of-Record shall certify that the installed SPBB is

compliant with all specifications and governing codes and standards and is safe for use by the City.

2.5.15. The Engineer-of-Record shall perform commissioning of the completed SPBB.

2.5.16. The SPBB shall be a rigid type chassis and structure equipped with suspension components allowing travel and set-up over ground irregularities.

2.5.17. The structural design shall provide sufficient torsional rigidity to avoid excessive sway when the SPBB units are brought to a stop.

2.5.18. The lifting synchronization system shall include stress monitoring of critical joints and drive assemblies.

2.5.19. The SPBB shall have a minimum factor of safety of 1.5 against overturning when moving laterally and/or in operational or stowed configurations.

2.5.20. Vibration and Sound Isolation: All mechanisms for actuating, guiding and restraining the SPBB unit and its components shall be designed so that no noise, sway or sense of insecurity is apparent to passengers. No operating vibrations or loads are to be transmitted to the terminal building or vessel.

2.5.21. Ramps: The SPBB shall provide the required vertical movement specified with maximum operational ramp slope and landing configurations per referenced accessibility codes and standards. At a minimum, ramp service slope shall not exceed 1:12 and shall include compliant and self-leveling landings for each maximum rise of 30 inches.

2.5.22. Vessel Cab Edging: The vessel cab shall have a retracting canopy-type glazed closure with a bellowed edge of soft material to be fitted against the vessel surrounding the open doorway on the top and sides and to protect passengers and the interior of the vessel and SPBB from precipitation. The terminal cab shall have a retracting canopy-type closure which, when operating in tandem with the terminal loading bridge roofing system, protects passengers and the interior of the concourse and SPBB from driven precipitation. The closure connections shall be designed to be resilient and suitable for prolonged exposure to extreme and varied weather conditions and will include:

- 2.5.22.1. Contacting edge materials: Soft and flexible to prevent damage to vessel with pressure. Materials shall be proven to be resistant to deterioration that would lead to mechanical or functional breakdown for the design-life of the SPBB. Provide sensing devices to prevent excessive pressure against mating surfaces.
- 2.5.22.2. Allow each side of canopy mechanism to be individually controlled and independently adjusted to conform to and seal to the contours of the vessel and to work in tandem with building façade and roofing system.
- 2.5.22.3. Allow for canopy to be fully retracted, if desired in such a manner as to avoid interference with overhanging features of the vessel, lifeboats, tender boats, etc.

2.5.23. Design shall consider wind-driven rain, as well as terminal/vessel contributory rain deflection and be coordinated with terminal concourse roofing

system to conduct precipitation away from and below the passenger walking areas.

2.5.24. The terminal canopy shall have a stormwater conduit system to conduct rainwater to the apron surface in a closed leader.

2.5.25. Cab Retraction: During vessel berthing, the vessel cab and ramp system shall have the ability to retract completely within the zone established by a vertical plane inside the edge of the fixed apron. This is to allow a clear zone for safe vessel berthing activities.

2.5.26. Safety Gate: The vessel cab ramp shall include a hinged metal safety gate system which shall be automatically deployed into the closed position until the ramp is safely docked against the vessel. The gate shall include an electromagnetic lock, interlocked with the control system that maintains gate closure until the SPBB is placed into self-leveling mode. The gate shall include fall warning signage for users, as well as automatic activation and closure when abnormal vessel movement is detected. The gate shall contain signage instructing vessel personnel against binding anything to the gate system and SPBB that will prohibit automatic safety closure of the gate and retraction of the SPBB.

2.5.27. Roadway Signage: Provide SPBB signage complying with Alabama Department of Transportation Standards identifying all vehicle clearances beneath the SPBB. Signage shall include specific warnings of any obstructions including moving parts. Horizontal and vertical clearances shall be signed. Parts adjacent vehicular free zones shall include warning signage, audible/visual strobes and contrasting paint treatments

2.5.28. Minimum inside clear dimensions, inside handrails:

- 2.5.28.1. Main Tunnel Floor Width: 6’- 6”.
- 2.5.28.2. Vessel Access Ramp Width: 2 panels of 3’-0” each that can retract to one panel of 3’-0” if preferred.
- 2.5.28.3. Terminal Access Ramp Width: 2 panels of 3’-0” each that can retract to one panel of 3’-0” if preferred.
- 2.5.28.4. Ceiling Height: 8’.
- 2.5.28.5. Intermediate Landing Length: the greater of 5’-0” when in-line or as required per building code for landings with directional turns.
- 2.5.28.6. Handrail Height: 36 inches.
- 2.5.28.7. Clearance between the handrail and the wall as well as any wall-mounted features: 1.5 inches clear for full-service length.
- 2.5.28.8. Provide closed returns to wall at ends per the ADA.
- 2.5.28.9. Handrail Material: Brushed stainless steel, outside diameter 1.5 inches.

2.5.29. Service Access: Provide a service door, landing and protected ladder leading to the apron level allowing access between SPBB and apron for authorized personnel.

2.5.30. Minimum door opening: 36 inches wide by 84 inches high, opening outward

onto landing.

2.5.31. Equip door with medium duty commercial type locking hardware and automatic door closure. Provide free egress from interior.

2.5.32. Provide a 36-inch stainless steel kick plate covering entire lower inside portion of door.

2.5.33. Service landing shall be level with interior tunnel floor and constructed of an open mesh galvanized steel grating. Protect landing on open sides by tubular steel guardrails of proper height and fall protection opening width to meet applicable building code standards.

2.5.34. Protect landing on ladder side with detachable nylon gate system.

2.5.35. Provide yellow tactile warning strips at all floor transitions, gaps or discontinuities of any kind.

2.5.36. Provide emergency and exit lighting of a minimum 1fc at all pathways and illuminated exit signage.

2.5.37. The SPBBs shall operate under in-service mode satisfactorily under minimum and maximum ambient temperature conditions of between 0˚F and 120˚F and RH of 0-98%.

2.5.37.1. All components and materials are to be individually and collectively designed or selected for a 25- year long service life under such conditions.

2.5.37.2. Provide drains, weeps, and drips to prevent water accumulation on horizontal surfaces and to direct water away from electrical equipment and moving parts.

2.5.38. A continuous weather-protecting roofing system shall extend from SPBB entrance to SPBB exit, including movement connections and transitions between tunnel sections. Roofing precipitation conduction system shall be designed for maximum precipitation loading to be experienced on the SPBB roof, as well as catchment, deflected and wind-driven precipitation which may be distributed to the SPBB roof from the terminal or vessel. Rainwater conduits shall discharge directly to the apron and shall discharge below the passenger walking surfaces of the SPBB.

2.6 Code Responsibility

The Contractor shall abide by all applicable laws and regulations, to include, but not limited to, the following:

ACI – American Concrete Institute

AISC – American Institute of Steel Construction

ASCE 7 – American Society of Civil Engineers

ASTM E 1592

AWS – American Welding Society

European Codes, EN, CENELEC and EMC and Directive 2006/42/EC; EN 25187, EN 287

IEC 204-1, IEC 364-series – International Electrotechnical Commission

NEC – National Electric Code
NFPA – National Fire Protection Association
OSHA – Occupational Safety and Health Act
SSPC – Steel Structure Painting Council
Underwriters' Laboratories (UL) approved electrical equipment
City of Mobile Building Codes
Alabama Department of Transportation for ground-level signing requirements

If EU codes are used for design and fabrication purposes, the SPBB must comply with all applicable US codes as well.

2.7. Additional expectations:

2.7.1. Proposers are asked to submit a proposal as described below will meet the above specifications.

2.7.2. Submittals: The Contractor shall be responsible for developing plans and technical specifications representing all trades. The Engineer-of-Record shall review all shop drawings and other submittals that are required by the approved specifications. No fabrication of the SPBB shall proceed without approval of the shop drawings by both the Engineer-of-Record and by the City. The shop drawings for the SPBB shall be sufficiently detailed and will be accompanied by appropriate submittals for SPBB's.

2.7.3. Coordination, Review: Selected proposer will be required to meet with City Departments at regular intervals to review and approve design and to provide a forum for coordination between City Departments and the Proposer. The Contractor shall submit the 50%, 75% and 100% plans and technical specifications to include progress calculations to the City for review and approval. If the City does not approve the design, the Contractor shall have five (5) days from the date of the City's notification to submit for the City's approval a revised design which includes the necessary adjustments. If the Contractor disputes the City's determination that the design does not conform with the contract requirements, the Contractor shall submit reasons in writing to the City within five (5) days. The City shall make reasonable efforts to resolve the dispute with the Contractor; however, the final determination as to whether the design conforms remains with the City. Any adjustments and corrections of deficiencies made by the Contractor shall be at no additional expense to the City.

2.7.4. Progress Monitoring: The Contractor shall submit to the City monthly reports documenting the progress of the SPBB's fabrication, including photographs of the progress of fabrication. If the City determines that the SPBB does not substantially conform to the design, the City will notify the Contractor in writing of the deficiencies, and the City, in its discretion, may withhold payments until the City is satisfied that the deficiency is corrected. The Contractor shall have five (5) days from the date of City's notification to submit for the City's approval a plan and schedule to perform the necessary adjustments. If the Contractor

disputes the City's determination that the SPBB does not conform, the Contractor shall submit reasons in writing to the City within five (5) days. The City shall make reasonable efforts to resolve the dispute with the Contractor; however, the final determination as to whether the SPBB conforms remains with the City. Any adjustments and corrections of deficiencies made by the Contractor shall be at no additional expense to the City.

2.7.5. All proposals must include a timeline for all critical paths. Proposer should assume that the notice to proceed will be issued by October 1, 2022, and provide a timeline for design, construction, delivery, and installation. Proposers are encouraged to offer value engineering alternates, with separate pricing.

2.7.6. As time to completion is an important scoring component, proposers must be able to support production timeline representations, ~~to~~ include indications of critical paths, plan to maintain production discipline, key indicators and status reports the proposer will provide City, and history of similar execution of similar recent production strategies.

2.7.7. Pricing should consider that the City is exempt from state and local sales and use taxes. Import taxes, duties, and port fees will be the responsibility of the winning proponent. The Contractor must pay any and all costs, fees and taxes related to shipping, delivery, or completion of work.

2.7.8. Proposer shall have all required licensing and shall be qualified to do business in the State of Alabama.

2.7.8.1. To complete contract award, the proponent must have secured the right to do business in the State of Alabama through the Alabama Secretary of State and provide their assigned Business Identity Number within 21 days of notification of intent to award.

2.7.8.2. Additionally, the proponent must secure a City of Mobile Business License and provide their assigned business license number within 21 days of notification of intent to award.

2.7.9. The winning Contractor will be required to provide 3 sets of as-built drawings, in both printed and electronic formats and suitable operations and maintenance manual. The electronic format will include mutually agreed upon CAD file formats. The Contractor also will provide web-accessible video training on maintenance and operation.

2.7.10. As an option, proposer should provide separately a proposal to provide routine maintenance with appropriate pricing for a period of 5 years or more. If included in the resulting agreement with the Contractor, beginning at Final Acceptance, the Contractor shall provide full maintenance service, to include repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper SPBB operation at rated speed and capacity. The Contractor shall provide parts and supplies same as those used in the manufacture and installation of original equipment. The Contractor shall perform maintenance, including emergency callback service, during normal working hours for a period of five (5) years with the option to extend the

maintenance period.

2.7.11. Maintenance shall also include 24-hour-per-day, 7-day-per-week emergency callback service with response time of two hours or less.

2.7.12. Proposer shall identify expected annual maintenance costs, including a detailed maintenance schedule which includes a timeline of major component replacement or refurbishment, and identify crafts and services required to maintain gangway in good working order.

2.7.13. Proposer must provide a seven (7) year labor and materials warranty covering defects in design or construction and suitability for the particular purposes described in this RFP.

2.7.14. Proposer must provide detailed design and construction drawings to aid in the evaluation of the proposal.

2.7.15. Proposer shall provide a reference section listing industry standards for cruise ship boarding bridges, Federal standards for construction and inspections and any other applicable standards.

2.7.16. The proposer selected will have to provide as a condition of contract award a certificate of insurance naming the City as an additional insured, and evidencing policies of the types and in the amounts listed in **Exhibit D**.

2.7.17. The City of Mobile cannot make any pre-payments on materials not on site and able to be confirmed

2.7.18. All installation activities shall be performed while maintaining ongoing cruise ship operations in the cruise terminal and all associated functions in their facilities. The Contractor shall repair any damages to the site that occur during installation of the SPBB. If Contractor requires an onsite construction company for assembly or destruction, that contractor must be licensed as a General Contractor in the State of Alabama for the appropriate trade. All work done onsite must comply with Federal, State, and Local Codes and Regulations.

2.7.19. Vessel Analysis: The Contractor shall verify and provide confirmation based on industry experience of specific details of all vessels referenced in this Section and confirm that the SPBB design ranges are fully coordinated with the vessel door and gallery rail locations, sizes and features, as well as any vessel appurtenances which may impact operations of the SPBBs such as lifeboats, vessel hull profile variations, overhanging decks, etc. Requests for specific vessel information from the cruise lines or site visits to review vessel details shall be the administrative, technical and financial responsibility of the Contractor.

2.7.20. Design Life: The SPBB shall be designed for a twenty-five (25) year structural and operating design life, including provision for all operational cycles based on the seasonal and limited use of the SPBB and performance of standard maintenance. A professional engineer shall be retained to sign and seal all shop
drawings and design calculations acknowledging that the design meets the applicable design codes and life safety requirements in the State of Alabama.

2.7.21. Mechanical Restrictions: All moving structures shall be accomplished by means of roller bearings or friction pads rated for the design life.

2.7.22. Guidance System: The SPBB's lateral movement along the pier shall be restricted to a pre-defined specified path of travel by an electronic guidance system per the manufacturer's standard details. The guidance system shall include mechanical stops to limit the SPBB from over-travel.

2.7.23. Wind Restraint System for Stowed SPBB: Storm tie-down cables and apron-mounted receiver hardware shall be furnished, engineered and installed by the Contractor for storm and wind tie downs.

2.7.23.1. If used, minimum size of wire rope for tie down cables shall be 0.5-inch dia. or larger. The City will consider alternative tie-down solutions.

2.7.23.2. Cable receivers shall be rated to withstand HS20 traffic support (if applicable) and shall be designed for flush mounting and attachment to the existing apron structure and to lay flush to apron top surface when not in use. Receivers shall not interfere with forklift wheel traffic and shall not be a tripping hazard.

2.7.23.3. A lockable storage locker shall be provided for storage of the tie down cables and hardware.

2.7.23.4. Reference wind design criteria in this Scope of Work for applicable design criteria.

2.7.23.5. The use of existing bollards in lieu of custom receivers may be acceptable to the City pending design calculation and verification of bollard capacity by the Contractor.

3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of this RFP, and shall include the following information, presented in this order.

3.1. Cover Letter and Statement of Qualifications.

3.1.1. Identify the partners, consultants, or contractors in your company.

3.1.2. Tell us who prepared the RFP response and their relationship to your company.

3.1.3. Confirm that the company will have sole and complete responsibility for turnkey design and construction, as defined in the RFP.

3.1.4. Provide a statement signed by the representative who has authority to legally bind the company, verifying the identification of the Proponent as a corporation or other legal entity.

3.1.5. Describe your safety record and litigation experience with respect to claims alleging defects, negligence or any acts or omissions related to gangways.

3.2. Experience. Tell us about previous boarding bridges you have provided relevant to the City's requirements.

3.2.1. Previous SPBB Deliveries. Provide a list of at least three similar representative boarding bridges you've built and delivered, including description and photo, when it was delivered, and your customer's name and point of

contact.

3.2.2. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.

3.2.3. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.

3.3. Your Proposed Solution. Tell us about the specific boarding bridge solution you are proposing for this project:

3.3.1. Provide three copies of preliminary design drawings, diagrams, and complete specifications.

3.3.2. List key component elements of the boarding bridge, including structural materials and hardware, and mechanical systems.

3.3.3. Describe how the boarding bridge will function, including operator expectations, and how the boarding bridge will accommodate various vessel and tidal configurations.

3.3.4. Describe software products integral to the performance of the boarding bridge, network connectivity requirements, updates and upgrades, and data security.

3.3.5. Indicate any physical modifications to City facilities required to accommodate and use the proposed boarding bridge.

3.3.6. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products and the reasons for submitting the product model selected for consideration and a description of why this product will meet the needs of the City.

3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed boarding bridge in response to this RFP.

3.4.1. Indicate key workflows and critical paths.

3.4.2. Indicate how you intend to provide construction updates,

3.4.3. Tell us your delivery process, including shipping, assembling, and testing, and training.

3.4.4. Tell us how you will remove and dispose of the existing boarding bridge.

3.4.5. Assume a 1 October 2022 contract award date.

3.5. Warranty & Support. Describe your warranty for the boarding bridge and its components, and how you will provide technical assistance, maintenance, and support.

3.5.1. Provide the maintenance service intervals for key components/wear items, software/hardware, and any recommendation on how the City should complete

extended maintenance or how proposer could provide extended maintenance services.

3.5.2. Describe how the City will access support and training, and your response times, and levels of support available.

3.5.3. Describe whether your maintenance plan maintains digital records and schedules that could be compatible with the City's NEXGEN Asset Management software.

3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed boarding bridge.

3.6.1. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options.

3.6.2. Include any prepayment, partial payment, or discount options.

3.6.3. Itemize any inclusive or separately billed travel for City or contractor representatives.

3.6.4. This pricing proposal will be used for scoring and for contract development.

4. METHOD OF SELECTION

4.1. Proposals should be prepared simply, providing a straightforward, concise description of your ability to satisfy the requirements of the RFP, and organized as described in Section 3.

4.2. The City reserves the right to request at any time that the Proposer modify a proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.

4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.

4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

4.5. The City will conduct an evaluation of all submitted proposals by a designated

selection team. The City may conduct interviews as part of the evaluation process.

4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.

4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:

4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to boarding bridge design and construction generally and specific to the boarding bridge sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality boarding bridge and provide support. Subcontractor and Major Supplier plan will be considered.
Scoring Method: 0-100 Points
Weight (Points): 15% of Total

4.7.2. Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.
Scoring Method: 0-100 Points
Weight (Points): 35% of Total

4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer; and complete the project in a timely manner.
Scoring Method: 0-100 Points
Weight (Points): 15% of Total

4.7.4. Warranty and Support: Warranty terms for the boarding bridge and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.
Scoring Method: 0-100 Points
Weight (Points): 20% of Total

4.7.5. Pricing: Proposers shall include an itemized pricing proposal to include design, manufacturing, delivery, training and warranty. Proposers shall include pricing to cover the cost for travel expenses, lodging and meals for two City of

Mobile representatives to review progress of the work during fabrication. Pricing will be evaluated objectively as multiple factors constitute value.
Scoring Method: 0-100 Points
Weight (Points): 15% of Total.

4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.

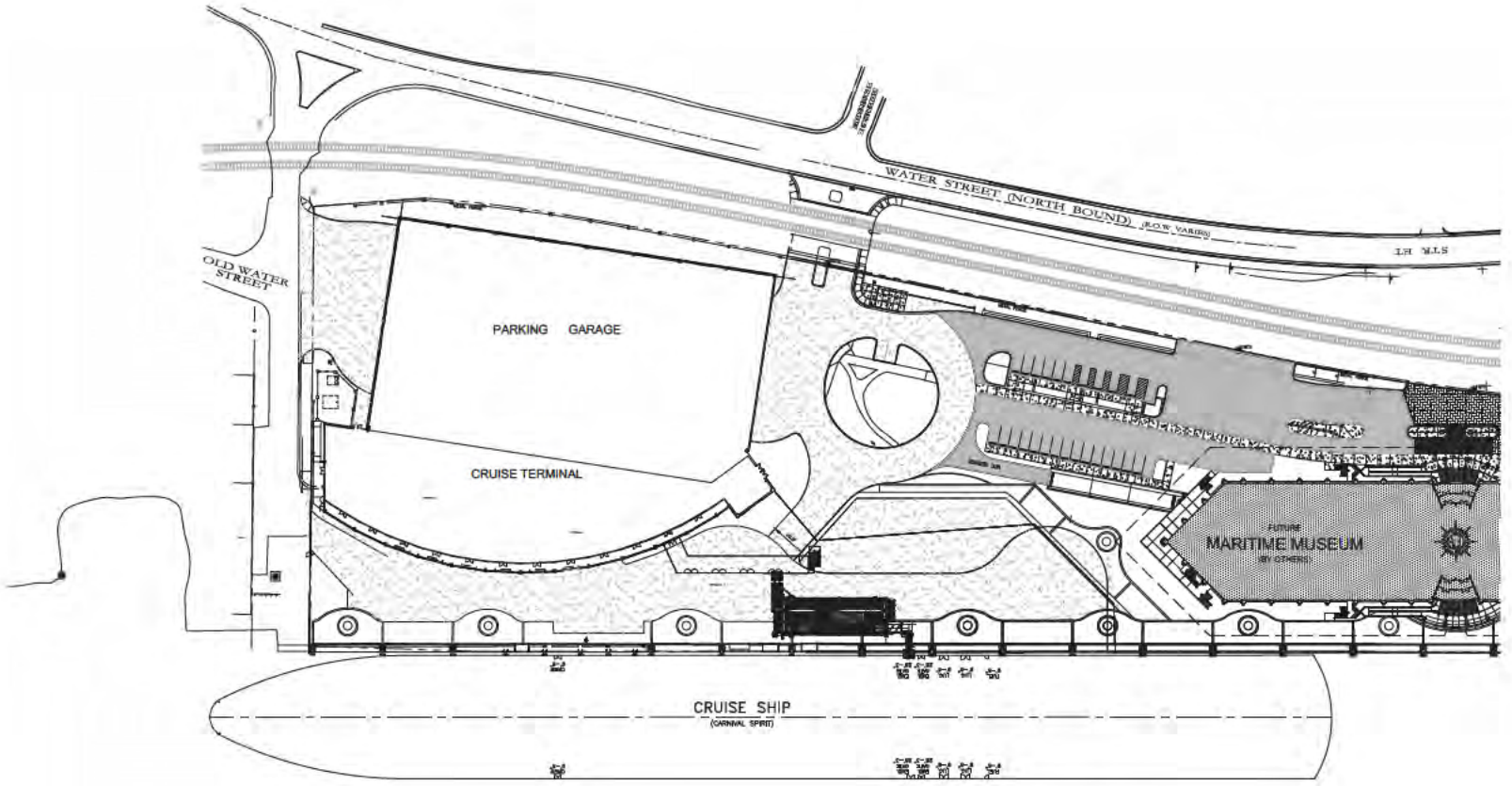
4.9. Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one hundred eighty (180) calendar days after the scheduled closing date of this RFP.

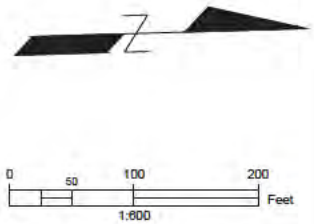
4.10. Questions regarding this RFP must be sent by E-mail to Purchasing@CityofMobile.org, not later than seven calendar days before proposals are due. The City will post replies to questions received by addendum at www.CityofMobile.org/bids , and by specific notice to any person that sends an email to Purchasing@CityofMobile.org requesting notices regarding this RFP. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

4.11. The City will hold a **mandatory pre-proposal conference on July 19, 2022, at 9:00 am local Mobile time at the Mobile Alabama Cruise Terminal, 201 South Water St, Mobile AL 36602.** Firms interested in participating in the conference must send an email to Purchasing@CityofMobile.org for access to the terminal.

EXHIBITS: A. Cruise Terminal Berthing Plan Renderings
B. Major Supplier and Subcontractor Plan
C. Federal Contract Clauses
D. Contract Terms & Conditions

EXHIBIT A Cruise Terminal Berthing Plan Renderings





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REVISION NO.	DESCRIPTION	DATE	BY
A	FOR REVIEW	4/1/22	MJW

CITY OF MOBILE
MOBILE, ALABAMA

thompson

ALABAMA CRUISE TERMINAL

CARNIVAL SPIRIT
BERTHING PLAN

SCALE:	PLOT SCALE:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	JOB NO.:	DRAWING NO.	REVISION NO.:
NOTED	1:1	TPT	MJW	MJW	APRIL 1, 2022	22-1101-0086	C-100	A

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1:600

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REVISION NO.	DESCRIPTION	DATE	BY:
A	FOR REVIEW	4/1/22	MJW

CITY OF MOBILE
MOBILE, ALABAMA

thompson

ALABAMA CRUISE TERMINAL

CARNIVAL SPIRIT
BERTHING PLAN

SCALE:	PLOT SCALE:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	JOB NO.:	DRAWING NO.	REVISION NO.:
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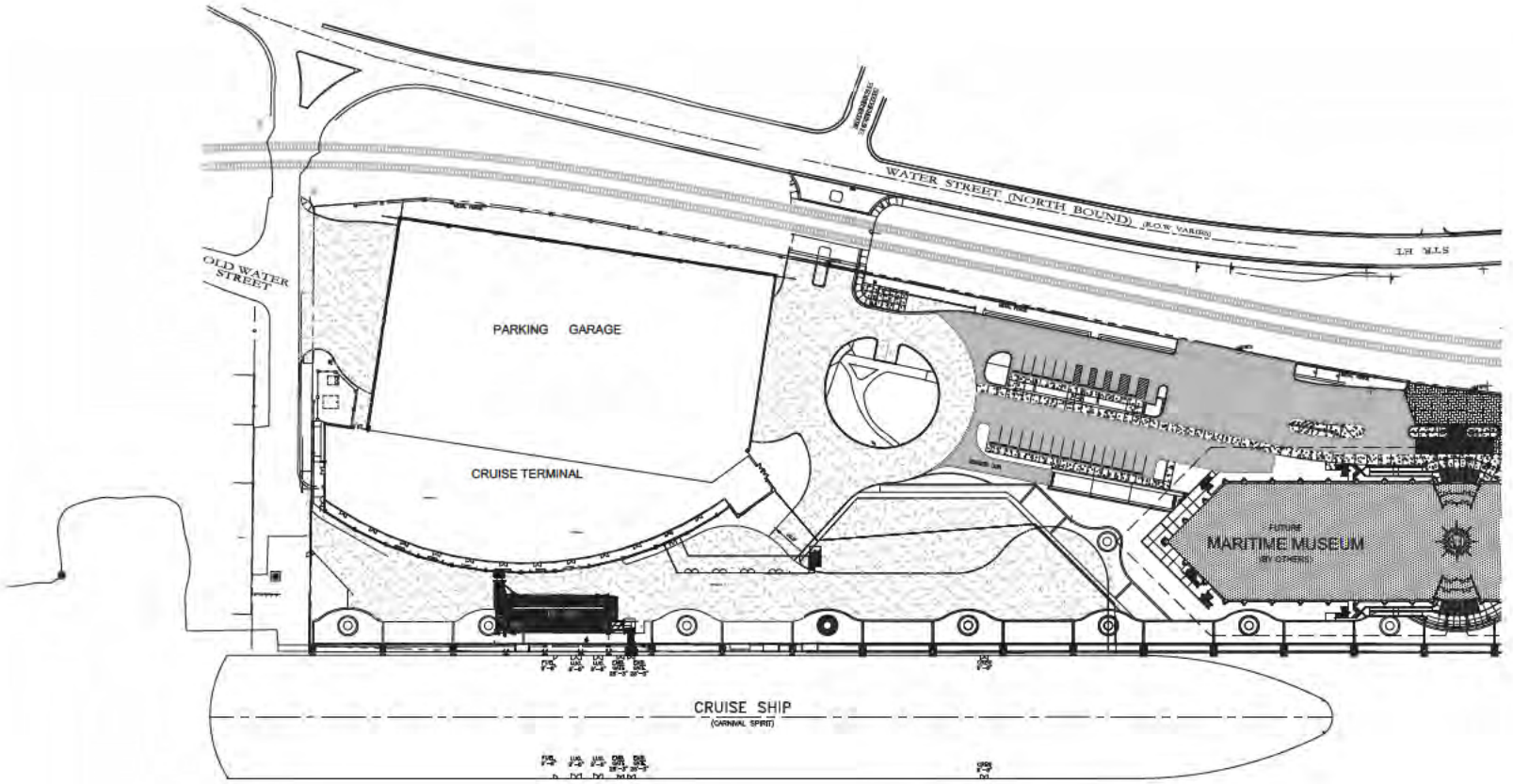

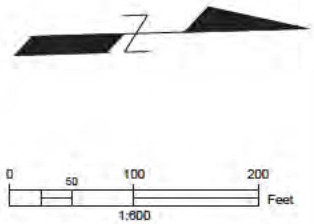

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REVISION NO.	DESCRIPTION	DATE	BY
A	FOR REVIEW	4/1/22	MJW

CITY OF MOBILE
MOBILE, ALABAMA

thompson
3970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36609
TEL: (251) 666-2443
FAX: (251) 666-9422

ALABAMA CRUISE TERMINAL

CARNIVAL SPIRIT
BERTHING PLAN

SCALE:	PLOT SCALE:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	JOB NO.:	DRAWING NO.	REVISION NO.:
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REVISION NO.	DESCRIPTION	DATE	BY:
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REVISION NO.	DESCRIPTION	DATE	BY:
REVISION NO.	DESCRIPTION	DATE	BY:
REVISION NO. A	DESCRIPTION FOR REVIEW	DATE 4/1/22	BY: MJW

CITY OF MOBILE
MOBILE, ALABAMA

thompson

2970 CRUISE HILL RD., STE. 100
MOBILE, ALABAMA 36606
TEL: (251) 666-2443
FAX: (251) 666-6422

ALABAMA CRUISE TERMINAL

CARNIVAL SPIRIT
BERTHING PLAN

SCALE:	PLOT SCALE:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	JOB NO.:	DRAWING NO.	REVISION NO.:
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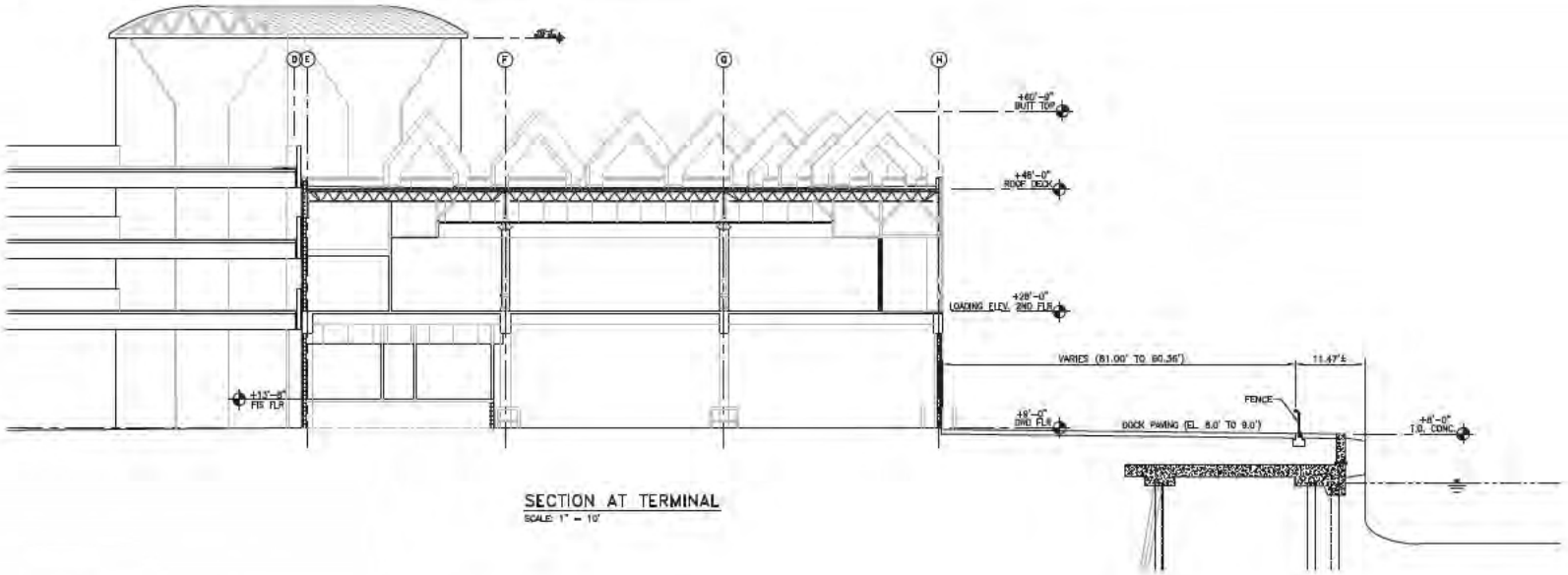

SECTION AT TERMINAL
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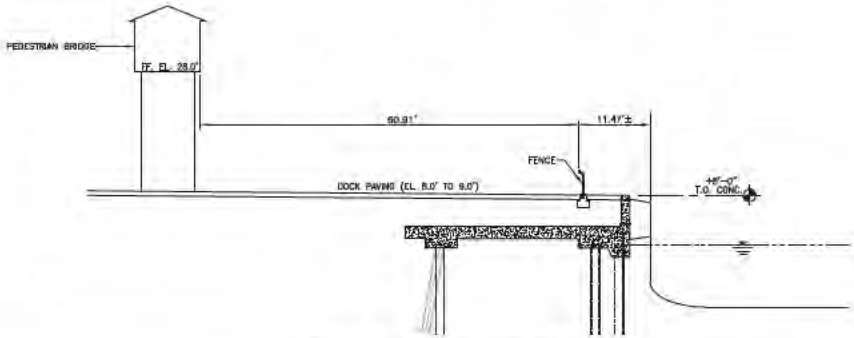

SECTION AT PEDESTRIAN BRIDGE
SCALE: 1" = 10'

City of Mobile SPBB
RFP #5704

CITY OF MOBILE MOBILE, ALABAMA								ALABAMA CRUISE TERMINAL	
thompson								FACILITY SECTION	
SCALE: NOTED	PLOT SCALE: 1:10	DRAWN BY: TPT	CHECKED BY: MJW	APPROVED BY: MJW	DATE: AUGUST 22, 2008	JOB NO.: 08-2111-0020	DRAWING NO.: C101	REVISION NO.: A	

EXHIBIT B Subcontractor, Major Supplier Form

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.

EXHIBIT B Subcontractor, Major Supplier Form

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: _____

EXHIBIT B Subcontractor, Major Supplier Form

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

EXHIBIT B Subcontractor, Major Supplier Form

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

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.

EXHIBIT B Subcontractor, Major Supplier Form

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

EXHIBIT C Federal Grant Clauses

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds, and the following terms are applicable to this award.

B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in

EXHIBIT C Federal Grant Clauses

violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or

incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(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) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

EXHIBIT C Federal Grant Clauses

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT C Federal Grant Clauses

F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with 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 (Public Law 94-163, 89 Stat.871).

G. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

H. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

EXHIBIT C Federal Grant Clauses

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

I. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

J. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

K. IMMIGRATION COMPLIANCE. Contractor, for the duration of this Agreement, 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, violation of this provision shall be deemed a breach of this Agreement and Contractor shall be responsible for all damages resulting therefrom.

L. BOYCOTTS. Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

EXHIBIT D Contract Terms & Conditions

1. TERM AND TIME OF PERFORMANCE

Work under this Agreement will commence on the date of the execution of the Agreement by the City. All work must be completed no later than **October 1, 2023** ("Delivery Due Date"). No work will be deemed complete until it is accepted by the City. If contracted, contract term for maintenance portion of the work shall commence on the day after the City's issuance of Final Acceptance, and shall continue for five (5) calendar years. Upon satisfactory performance by the Contractor the City may authorize continuation of the maintenance portion of the Agreement for not more than five (5) additional 12-month periods.

2. LIQUIDATED DAMAGES

The Contractor and the City recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the work is not completed within the times specified. The parties agree that the City will be substantially damaged in amounts that will be difficult or impossible to determine if Final Acceptance is not achieved by the Contractor on or before the Delivery Due Date. The parties therefore agree that if Final Acceptance does not occur by the Delivery Due Date for any reason not the fault of the City or otherwise constituting an excusable delay, the City shall be entitled to liquidated damages in the amount of $25,000 in lieu of actual damages for such delays. If Final Acceptance does not occur within 15 calendar days of the Delivery Due Date for any reason not the fault of the City or otherwise constituting an excusable delay, the City shall be entitled to an additional liquidated damages amount of $50,000. The City shall be entitled to additional $50,000 of liquidated damages on the 1st and 15th day of each month thereafter if the Final Acceptance does not occur by those dates. Contractor hereby waives any defense as to the validity of any such liquidated damages set forth herein on the grounds that such liquidated damages are void as penalties and/or are not reasonably related to the amount of actual damages.

3. PAYMENT PROCEDURES

As part of contract negotiations the City and the Contractor will agree on a written fabrication, delivery and installation schedule and a schedule of values for all of the work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the work into component parts in sufficient detail to serve as the basis for progress payments during performance of the work. Such prices will include an appropriate amount of overhead and profit applicable to each item of the work. The Contractor shall submit monthly invoices for review and processing.

The City requires acceptance of payment through Electronic Funds Transfer ("EFT"). EFT refers to electronic funds transfer and may include, at the Contractor's discretion, either "ACH" payments (bank transfers) or "ESP" payments (credit card payments).

Retainage: The City shall retain 5% of all fabrication progress payments until Final Acceptance. The City shall reduce or adjust progress payments to keep the total amount commensurate with the actual percentage of work satisfactorily completed. No payment will be made for non-conforming work.

4. BOND REQUIREMENTS

Contractor will be required to provide at contract award fully completed and properly executed Payment and Performance Bonds in the amount of 100% of the amount of the design, manufacturing, delivery and

installation to ensure satisfactory completion of the work and payment of all subcontractors. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the State of Alabama.

If approved by the City Attorney, the Contractor may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the payment bond or performance bond. Approval shall be granted only upon a determination by the City that the alternative form of security proffered affords protection to the City equivalent to a corporate surety's bond.

5. INSURANCE REQUIREMENTS

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the State of Alabama. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Mobile, Alabama, and its employees as "Additional Insured", and be written as an “occurrence” based policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor’s expense

COMMERCIAL GENERAL LIABILITY INSURANCE (“CGL”) with a limit of not less than $1,000,000 each occurrence, $2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States’ statutes, and Employer's Liability Insurance. The limits of such polices will be at least
$500,000 per accident/disease, and policy limit of $500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than $2,000,000 combined single limit; or, Bodily Injury $1,000,000 each person, $2,000,000 accident, and Property Damage $100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by State of Alabama laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

MARINE LIABILITY INSURANCE, as applicable for bodily injury and property damage (Protection & Indemnity) on an occurrence form. If not covered by the other insurance policies required by this contract, this policy shall include pollution liability and Jones Act coverage for injuries to captains and crew. To the extent commercially available at a reasonable cost policy shall contain a Separation of Insureds clause. Coverage may be met through a combination of primary marine liability and excess liability coverage, with a limit of not less than $2,000,000 per occurrence,

EXHIBIT D Contract Terms & Conditions

$4,000,000 general aggregate, to cover liability for the work being performed in this agreement and arising from land and in-water premises, operations, products-completed operations.

WATERCRAFT LIABILITY COVERAGE where Contractor's provision of services involve utilization of watercraft, watercraft liability coverage must be provided with $2,000,000 per occurrence minimum limit to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity, with pollution buy-back endorsement and coverages for vessel, passengers, and crew members for claims made under the Jones Act with limits of not less than
$1,000,000.00 per claim and an aggregate limit of $2,000,000.00.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for two years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are $1,000,000 each claim,
$2,000,000 aggregate.

BUILDER'S RISK INSURANCE to cover damage to the Boarding Bridge or the Cruise Terminal during construction, transportation, installation, or removal of the legacy boarding bridge, to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE. Contractor will furnish the City with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required above. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least fourteen (14) days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Contract, the Contractor will furnish a certificate of insurance evidencing renewal of such coverage to the City within ten (10) days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this Agreement. Failure of the City, and, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Agreement.

SUBCONTRACTOR'S INSURANCE. The Contractor will require each of his Subcontractors for work performed under this Agreement to take out and maintain during the life of the subcontract

insurance coverage of the same type and limits required of the Contractor for work performed by the Subcontractor. Each Subcontractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Subcontractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Subcontractor's policies/certificates to the City.

6. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

7. APPROPRIATION OF FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the City of Mobile. The City shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this Agreement is in effect. Funds are certified for the first year of this Agreement. On or before of each succeeding Contract Year during the term of this Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under this Agreement:

a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with

respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, epidemics, pandemics, medical emergencies, other declared emergencies or disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless the solicitation calls for performance by the Contractor of emergency services or under emergency conditions or as otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, epidemics, pandemics, medical emergencies, other declared emergencies or disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

10. CITY OF MOBILE BUSINESS LICENSES

The Contractor must comply with the City's revenue code and obtain and maintain a City of Mobile business license for the duration of the contract performance.

11. DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

12. SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

The City, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to

completion by contract or otherwise.

B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

13. ASSIGNMENT

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

14. INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

15. SEVERABILITY

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

16. WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

17. CHANGES

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

18. GOVERNING LAW AND VENUE

This Agreement is made under and shall be construed according to the laws of the State of Alabama. Venue, in the event of litigation, shall be in City of Mobile.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Intterra for implementation fee and one-year subscription to Intterra Operations situational awareness software for MFRD.
EMS General fund

Amount of Contract:

$24,671.28

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221130 Intterra Agenda Package POs	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 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
1693	2022	(1510) FIRE ADMINISTRATION	IMPLEMENTATION FEE AND ONE-YEAR SUBSCRIPTION TO INTTERRA OPERATIONS SITUATIONAL AWARENESS SOFTWARE FOR MFRD (GSA CONTRACT)	$24,671.28	(0000) INTTERRA

Adopted:

_____

City Clerk

Bill To	Requisition 00001693-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER GSA CONTRACT #GS35F307BA.			
001	SOFTWARE AS FOLLOWS:	1.00 EACH	20171.28000	20171.28
	Additional Description Notes --- SOFTWARE: INTTERRA OPERATIONS MODULE. Mobile Fire Rescue Intterra Operations Module year one cost. THIS IS NOT A MULTI-YEAR COMMITMENT. GSA contract # GS35F307BA Vendor Item Inventory Item/Loc 1714			
1	6120.70.15.0000.0000.1510.0000.0000.42200.			20171.28

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

Bill To	Requisition 00001693-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor

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2851 OLD SHELL ROAD

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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
11/02/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	SERVICE; INTTERRA CAD Integration One-time setup/implementation fees. GSA contract # GS35F307BA Vendor Item	1.00 EACH	4500.00000	4500.00
1	6120.70.15.0000.0000.1510.0000.0000.42200.			4500.00

Ship To
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MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

Requisition Link

Requisition Total 24671.28

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200. EMERGENCY MEDICAL SVCS EXP PROFESSIONAL & TECHNICAL	24671.28	

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

Bill To	Requisition 00001693-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	11/23/22	DONNA MICHELE STANLEY				Auto approved by: 9105fola
		Approved	11/23/22	DONALD ROSE				Auto approved by: 9105fola
		Approved	11/23/22	SANDRA LEWIS				Auto approved by: 9105fola
		Approved	11/23/22	KAREN NAMAN				Auto approved by: 9105fola
		Approved	11/23/22	JOHN PAINE				Auto approved by: 9105fola
		Approved	11/23/22	MICHAEL SPAFFORD				Auto approved by: 9105fola
		Approved	11/23/22	ANNE FOLEY				

Authorized By: _____ Date: _____
Signature

AUTHORIZED
MULTIPLE AWARD SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 511210- TERM SOFTWARE LICENSES AND PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
- Operating System Software
- Application Software

Microcomputers
- Operating System Software
- Application Software

SPECIAL ITEM NUMBER 54151 and 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Multiple Award Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Intterra, Inc.
3740 Dacoro Lane, Suite 200
Castle Rock, CO 80109
720-376-6813
www.intterragroup.com

Contract Number: GS-35F-307BA
Period Covered by Contract: 4/5/2019- 4/4/2024
General Services Administration Federal Acquisition Service
Pricelist current through award, Effective 4/15/2020.

Products and ordering information in this Authorized Multiple Award Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

1a. Table of awarded Special Item Number (SIN):

Contract #	SIN	Description
GS-35F-307BA	511210	Term Software Licenses
GS-35F-307BA	511210	Perpetual Software Licenses
GS-35F-307BA	54151, 54151S	Information Technology Professional Services

1b. Lowest priced model: See Pricing Attached

1c. Professional Services Descriptions: Refer to below awarded GSA Schedule Contract Labor Categories and Pricelist.

2. Maximum Order: $500,000

3. Minimum Order: $100.00

4. Geographic coverage: Domestic Delivery

5. Point of production: United States

6. Discount from list prices: Prices shown are NET prices; Basic Discounts have been deducted

7. Quantity Discounts: Additional 2% discount from the GSA Rate for single task orders at or exceeding a quantity of three (3) for SIN 511210. Additional 1% discount from the GSA Rate for single task orders at or exceeding $250,000 for SIN 54151 and 54151S. Each additional discount referenced herein is per SIN, and SINs cannot be combined in a single order to obtain these additional discounts.

8. Prompt payment terms: Net 30 days

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted at or above the micro-purchase threshold. Contract contractor for limit.

10. Foreign items: Not applicable

11a. Time of delivery: TBD at task order level

11b. Expedited delivery: TBD at task order level

11c. Overnight and 2 day delivery: TBD at task order level

11d. Urgent requirements: TBD at task order level

12. F.O.B. points: Destination

13a. Ordering Address: Intterra, Inc.
3740 Dacoro Ln, Ste. 200
Castle Rock, CO 80109

13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services.

14. Payment address: Intterra, Inc.
3740 Dacoro Lane, Suite 200
Castle Rock, CO 80109

15. Warranty provision: Standard Commercial Warranty

16. Export packing charges: Not Applicable

17. Terms and conditions of Government purchase card acceptance: Government purchase cards accepted

18. Terms and conditions of rental, maintenance and repair: Not Applicable

19. Terms and conditions of installation: Not Applicable

20. Terms and conditions or repair parts: Not Applicable

20a. Terms and conditions for any other services: Not Applicable

21. List of service and distribution points: Not Applicable

22. List of participating dealers: Not Applicable

23. Preventative maintenance: Not Applicable

24a. Special attributes such as environmental attributes: Not Applicable

24b. Section 508 compliance: Not Applicable

25. Data universal Number System (DUNS) number: 962706789

26. Notification regarding registration in Central Contractor Registration (CCR) database. Intterra, Inc. has an active registration in the SAM database.

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TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 54151 and 54151S) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

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 post acceptance 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. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. 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 720-376-6813 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 5pm PT.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

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 SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance are to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of N/A* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering

activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 511210, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210)

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.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity'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) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity'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 (archives) 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.

10. SOFTWARE CONVERSIONS - (SIN 511210)
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 (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. 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.

12. RIGHT-TO-COPY PRICING
The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151 and 54151S)

1. SCOPE:

a. The prices, terms and conditions stated under Special Item Number 54151 and 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000):

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER:

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES:

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989):

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES:

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR:

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST:

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES:
The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS:
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:
a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES:
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS:
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS:
The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING:
Please see GSA price list for labor category descriptions and rates.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Intterra, 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 demonstrates 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.

Brian Collins
719-310-6041
brian.collins@intterragroup.com

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.
****

_____
Signature

_____
Name

_____
Date

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 an 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.

GSA Pricelist
Labor Category Descriptions

Job Title: Project Manager

General Experience: At least 10 years of experience in the required subject field

Functional Responsibility: A Project Manager provides project vision, strategic consulting and project management activities for GIS/IT projects. They apply market/application domain expertise using extensive experience in geospatial technologies to ensure the successful completion of the program. A Project Manager will serve as the single contract manager and is authorized to interface with the government's contracting officer's Representative, other government management personnel, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, managing resources, and communicating policies, purposes, and goals of the project to subordinates and subcontractors to ensure successful contract performance.

Minimum Education: Bachelor's Degree in Business, Engineering, Computer Science, Information Systems, or Social Science.

Rate: $132.62 / hour if professional services total less than $250,000 on a single purchase order
Rate: $131.22 / hour if professional services total more than $250,000 on a single purchase order

Job Title: Systems Engineer

General Experience: At least 10 years of experience in the required subject field.

Functional Responsibility: Establishes system engineering and information requirements to guide the development of enterprise-wide or large scale information technology systems. Designs information architectures to include software, hardware, and communications in support of project needs. Develops system level requirements to support cross-functional requirements and interfaces. Performs evaluation of alternatives and assessment of risks and costs.

Minimum Education: Bachelors or Master's Degree in Computer Science, Information Systems, or Engineering plus 10 years in related field

Rate: $132.62 / hour if professional services total less than $250,000 on a single purchase order
Rate: $131.22 / hour if professional services total more than $250,000 on a single purchase order

Job Title: Software/Geospatial Engineer – Senior

General Experience: At least 5 years of experience in the required subject field.

Functional Responsibility: Works as program director or lead software engineer providing project vision, strategic consulting, and management activities for Geographic Information Systems (GIS) and Information Technology (IT) projects. Applies domain expertise to ensure successful completion of projects including consulting services, geospatial systems design and engineering implementation, software development, program and software requirements, budgets, feasibility, and review and oversight.

Minimum Education: Bachelors plus 5 years in a related technical field; 10 years direct experience may be substituted for degree.

Rate: $125.43 / hour if professional services total less than $250,000 on a single purchase order
Rate: $124.11 / hour if professional services total more than $250,000 on a single purchase order

Job Title: Software/Geospatial Engineer – Junior

General Experience: At least 3 years of experience in the required subject field.

Functional Responsibility: Supports the development of GIS application software and database projects. Supports daily technical needs of the project team and ensure standard systems and methodologies are employed. Proficient in geospatial systems, web, desktop, and server software.

Minimum Education: Bachelor's degree; 3 years direct experience may be substituted for degree

Rate: $112.36 / hour if professional services total less than $250,000 on a single purchase order
Rate: $111.18 / hour if professional services total more than $250,000 on a single purchase order

Job Title: Geospatial Data Processor/GIS Technician – Senior

General Experience: At least 5 years of experience in the required subject field.

Functional Responsibility: Works as program director or lead GIS systems architect providing project vision, strategic consulting, and management activities for Geographic Information Systems (GIS) and Information Technology (IT) projects. Provides database development support to GIS and digital data mapping products. Areas of expertise include digital conversion, data migration, and translation activates utilizing advanced processing techniques. Design, develop, and implement work production tools and workflows within approved project parameters.

Minimum Education: Bachelors or Master's degree plus 5 years in a related technical field; 10 years direct experience may be substituted for degree.

Rate: $130.65 / hour if professional services total less than $250,000 on a single purchase order
Rate: $129.28 / hour if professional services total more than $250,000 on a single purchase order

Job Title: Geospatial Data Processor/GIS Technician – Junior

General Experience: At least 1 year of experience in the required subject field.

Functional Responsibility: Works as program director or lead GIS systems architect providing project vision, strategic consulting, and management activities for Geographic Information Systems (GIS) and Information Technology (IT) projects. Provides database development support to GIS and digital data mapping products. Areas of expertise include digital conversion, data migration, and translation activates utilizing advanced processing techniques. Design, develop, and implement work production tools and workflows within approved project parameters.

Minimum Education: Associates or Bachelor's degree; 2 years direct experience may be substituted for degree.

Rate: $80.40 / hour if professional services total less than $250,000 on a single purchase order
Rate: $79.56 / hour if professional services total more than $250,000 on a single purchase order

Job Title: IT Technical Writer/Admin

General Experience: At least 3 years of experience in the required subject field.

Functional Responsibility: The IT Technical Writer assists in collecting, organizing, creating, and editing information required for preparation of software user manuals, software training materials, software installation guides, IT proposals, and IT reports. Duties include writing, editing, and graphics presentation of IT/Software information for both technical and non-technical personnel. The IT Administrative Support Specialist prepares and/or analyzes software management plans and IT reports, coordinates schedules to facilitate completion of IT proposals, IT contract deliverables, software delivery order review, and software briefings/presentations/ and IPR preparation.

Minimum Education: Technical Degree or Professional Certificate in Accounting, Business, Engineering, Computer Science, Communications or Social Science or equivalent years of experience.

Rate: $46.90 / hour if professional services total less than $250,000 on a single purchase order
Rate: $46.41 / hour if professional services total more than $250,000 on a single purchase order

Job Title: SME

General Experience: At least 10 years of experience in the required subject field.

Functional Responsibility: Senior Subject Matter Experts (SSMEs) serve as technical experts in areas relevant to a particular project. SSMEs produce and/or review substantive and/or complex technical documentation reflecting detailed knowledge of technical areas as identified in the statement of work. Documentation subjects include, but are not limited to: systems design, system architecture, feasibility studies, and system specifications.

Minimum Education: Bachelor's or Master's degree in Business, Engineering, Computer Science, Communications or Social Science; 10 years direct experience may be substituted for degree.

Rate: $150.76 / hour if professional services total less than $250,000 on a single purchase order
Rate: $149.17 / hour if professional services total more than $250,000 on a single purchase order

GSA Pricelist
Software Descriptions

SituationAnalyst Annual License Update

The annual license update includes all changes and updates to the software, servers, web services, configurations, and system capabilities provided by SituationAnalyst Enterprise License.
Item Code #: SAAL 1302

Rate: $2,105.79 per license for 1-2
Rate: $2,061.46 per license for 3+

Intterra Operations Yearly Subscription Service – SaaS

Intterra Operations provides customers with a real-time decision support tool that provides up-to-the-moment situational awareness intelligence and information to make better decisions and trade-offs about emerging events, incidents, resource assignments and unit status. It brings a variety of separate information sources into an integrated geographic/map based common operating picture and uses that information for effective decision support. Yearly subscription service includes all required cloud services, data servers, technical and personal customer support and geospatial licensing. A single license can serve the needs of a client with the following usage: 400 users, 15 stations/depots/facilities, 500 sq miles of responsibility, and/or 3 data interfaces.
Item Code #: SASOP 2001

Rate: $20,171.28 per license for 1-2
Rate: $19,727.96 per license for 3+

Intterra Preplanning Yearly Subscription Service – SaaS

Intterra Preplanning provides customers with a map-based pre-event planning system that displays comprehensive, editable preplans for Structures, Wildfire, Active shooter and special events all in one system. Those plans are accessible for event response, mitigation planning, and recovery. It enables clients to create preplans in real time, under field conditions. Yearly subscription service includes all required cloud services, data servers, technical and personal customer support and geospatial licensing. A single license can serve the needs of a client with the following usage: 400 users, 15 stations/depots/facilities, 500 sq miles of responsibility, and/or 3 data interfaces.
Item Code #: SASPP 2002

Rate: $13,753.15 per license for 1-2
Rate: $13,450.88 per license for 3+

Intterra Incident Management Yearly Subscription Service – SaaS

Intterra Incident Management provides customers with a real-time decision support system that enables incident commanders and field personnel to communicate real-time situational updates during small and large-scale incidents based on critical information. Under field and command center conditions, all incident personnel can update the common operating picture, assess and report conditions and actions, and assign and respond to tasks. Yearly subscription service includes all required cloud services, data servers, technical and personal customer support and geospatial licensing. A single license can serve the needs of a client with the following usage: 400 users, 15 stations/depots/facilities, 500 sq miles of responsibility, and/or 3 data interfaces.
Item Code #: SASIM 2003

Rate: $18,337.53 per license for 1-2
Rate: $17,934.51 per license for 3+

Intterra Reporting and Analytics Yearly Subscription Service – Saas

Intterra Reporting and Analytics provides customers with unique insights using map-based tools and dashboards focused on performance, risk, and historical data. Designed to address both field and staff information needs, Intterra Reporting and Analytics provide near real-time analytics for field crews and leaders as well as long-term analytics and dashboards that support strategic decisions. Yearly subscription service includes all required cloud services, data servers, technical and personal customer support and geospatial licensing. A single license can serve the needs of a client with the following usage: 400 users, 15 stations/depots/facilities, 500 sq miles of responsibility, and/or 3 data interfaces.
Item Code #: SASRA 2004

Rate: $16,503.78 per license for 1-2
Rate: $16,141.06 per license for 3+

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item-based bid award for printing and mailing of Revenue Department business license forms and notices.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20221201 Printing Agenda Package Bids	Cover Memo	12/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 3:13 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5741	PRINTING & MAILING OF REVENUE DEPT BUSINESS LICENSE FORMS	3	See bid tab	One year, renewable for two additional one-year periods.	(79615) Gwins Stationery and Engraving, Inc

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5741

OFF PREMISE COMPUTER GENERATED LICENSE

	VENDOR	RENEWAL FORM	BUSINESS LICENSE	BUSINESS LICENSE AND TAX DISCREPANCY NOTICES	
1	GWINS COMMERICAL PRINTING	$ 0.965	$ 1.05	$ 1.05	
2	CALAGAZ PRINTING	NB	NB	NB	

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:
10/28/2022	5741	Revenue	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, November 18, 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
	OFF PREMISE COMPUTER GENERATED LICENSE					
Appx 18,000 to 26,000	**RENEWAL FORM** Renewal form is 8 ½ x 11. Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes. Quote is to be furnished as a "per package" quote including items above. This bid is to be awarded on a price per each form package with approximate usage of 24,000 License Renewal Forms and must be mailed by December 16th. Price per each forms package _____					
Appx 12,000 to 20,000	**CITY OF MOBILE BUSINESS LICENSES** Off Premise Computer Generated Business Licenses. Licenses to be printed monthly with minimum quantity to be 100 per print run. Size of license to be 8 ½ x 11 with standard #10 window envelope. Office copy to be furnished for each license that is printed, as a PDF sent via secure site.					
			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

License print to be color specific. Color changes with each year's run. Contact department for specific color.

Price to include (1) form, (2) PDF file, (3) #10 window envelope, (4) postage, and (5) any artwork changes.

Quote is to be furnished as a "per package" quote including all items in the above paragraph.

Quantity of print runs for this contract is to be approximately 20,000.

The business license is to be made in early January and run through March. These runs will be monthly "as needed".

Price per license package _____

Appx 15,000 to 20,000

BUSINESS LICENSE AND TAX DISCREPANCY NOTICES
Off Premise Computer Generated Discrepancy Notices

Discrepancy notices to be printed twice with the first run in February.

Form to be 8 ½ x 11 in size and include a #10 window envelope.

Quote to include (1) form, (2) #10 window envelope, (3) postage, and (4) any artwork charges.

Quantity of print run is approximately 5,000 with first print run in and vary every month after the first run.

Price per Discrepancy Notice Package _____

Pricing to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one year periods with the approval of both the successful vendor and the City of Mobile.

City of Mobile will furnish all artwork for all forms.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Postal Permit 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 Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

Samples of forms are attached to this bid package.

Vendor will be responsible to drop forms, packages at Post Office.

Vendor must have local office.

Address of local office _____

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.

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

YEAR	LICENSE NO
2022	
ISSUED	EXPIRES
3/3/2022	12/31/2022

525110 P AND F - NEW PREMIUM
525111 P AND F - RENEWAL PREMIUM

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

1 T1 P1

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE

LTL P1

Account #:

The City of Mobile, Annual Alabama Privilege License Tax Renewal forms and the Annual Alabama Policemen & Firefighters Pension and Relief Fund Fee forms are now available on the City of Mobile website at https://www.cityofmobile.org/government/revenue/revenue-forms-and-applications/.

Please remit payment to:

City of Mobile
Revenue Department
PO Box 3065
Mobile, AL 36652

NOTE: The City of Mobile is a self administrating municipality and as such requires payment be made directly to The City of Mobile and NOT to the Alabama League of Municipalities. Please remember the due date is March 1, 2022. Renewals postmarked March 2, 2022 and after will be subjected to penalties and interest.

Please complete and return the renewal forms even if there have been no premiums written by the company in the City of Mobile.

If you have any questions, please contact the Revenue Department at (251) 208-7462 option 1.

Thank you for your prompt attention to this matter.

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL

10 Y1 P1

This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to https://mobileselfservice.tylertech.com or www.cityofmobile.org/services/payment-center and clicking on **BUSINESS LICENSE RENEWAL.**

Existing Citizen Self Service customers may file and pay City of Mobile business licenses and taxes using the same account.

New Citizen Self Service customers must establish an account by registering online at https://mobileselfservice.tylertech.com (see instructions online).

If you have questions or need assistance, please contact your account manager listed below:

Name: JANICE CARR
Phone Number: (251) 208-7836
Email Address: JANICE.CARR@CITYOFMOBILE.ORG

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL

This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to https://mobileselfservice.tylertech.com or www.cityofmobile.org/services/payment-center and clicking on BUSINESS LICENSE RENEWAL.

Our records show you have residential rental properties in the City of Mobile at the locations below.

RENTAL LOCATIONS

Address	City	State	Zip Code
	Mobile	AL	36619-5338
	Mobile	AL	36695-9132
	Mobile	AL	36608-3972
	Mobile	AL	36695
	Mobile	AL	36609-2369
	Mobile	AL	36695-9474
	Mobile	AL	36693
	Mobile	AL	36619-5153

If this information is not correct, please contact your Account Manager at:

Name: NIKKI MCGLASKER
Phone Number: (251) 208-5824
Email Address: NIKKI.MCGLASKER@CITYOFMOBILE.ORG

CITY OF MOBILE
REVENUE DEPARTMENT

February 15, 2022

2671 P1

Account #:

DELINQUENT BUSINESS LICENSE NOTICE

PMT Status	YEAR	NAICS	Description	TAX AMT	PAID AMT	BALANCE DUE
NON-FILING	2018	238992	CONSTRUCTION	*	*	*
NON-FILING	2019	238992	CONSTRUCTION	*	*	*
NON-FILING	2020	238992	CONSTRUCTION	*	*	*
NON-FILING	2021	238992	CONSTRUCTION	*	*	*
NON-FILING	2022	238992	CONSTRUCTION	*	*	*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:
https://mobileselfservice.tylertech.com
or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JANICE CARR
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JANICE CARR
Phone Number: (251) 208-7062
Email Address: KENNETH.MOSLEY@CITYOFMOBILE.ORG

CITY OF MOBILE
REVENUE DEPARTMENT

December 22, 2021

1 TJ P1

Account #:

DELINQUENCY TAX NOTICE

Bill #	PMT Status	MTH/YR	Description	TAX AMT	PAID AMT	BALANCE DUE
*	NON FILING	1/2021	SALES TAX	*	*	*
*	NON FILING	2/2021	SALES TAX	*	*	*
	UNDERPAYMENT	3/2021	SALES TAX	$16782.93	$13763.13	$3019.80
	NO PAYMENT	6/2021	SALES TAX	$7042.75	$0.00	$7042.75
*	NON FILING	7/2021	SELLERS USE TAX	*	*	*
*	NON FILING	8/2021	SELLERS USE TAX	*	*	*
*	NON FILING	9/2021	SELLERS USE TAX	*	*	*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:
https://mobileselfservice.tylertech.com
or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JOAN BRUTKIEWICZ
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JOAN BRUTKIEWICZ
Phone Number: (251) 208-7868
Email Address: JOAN.BRUTKIEWICZ@CITYOFMOBILE.ORG

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:12/13/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Ben Reynolds, Joel Daves, Scott Jones, and Gina Gregory

Purpose and Scope of Project:

Approve contract with Dorsey & Dorsey Engineering, Inc. for Engineering Services.

Amount of Contract:

$350,000.00

Funding Source

Project # C0801 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4150

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	12/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/1/2022 - 1:14 PM
Capital	Rhodes, Brenda	Approved	12/1/2022 - 2:00 PM
Legal	Kern, Chris	Approved	12/1/2022 - 3:00 PM
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 3:12 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing-Commission District 2; COM Project# 2023-3005-05

PROJECT # C0801 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Engineering design and construction inspection for roadway resurfacing.

CONTRACT AMOUNT $350,000.00

VENDOR NAME Dorsey & Dorsey Engineering, Inc.

VENDOR NUMBER 47590

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 11/28/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Ben Reynolds, Joel Daves, 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:	Dorsey & Dorsey Engineering, Inc.
Project Name:	2022 PAYGO Resurfacing -Commission District 2 COM Project No. 2023-3005-05
Estimated Cost:	$350,000.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2022 PAYGO RESURFACING – COMMISSION DISTRICT 2

PROJECT NO. 2023-3005-05

ENGINEER:

DORSEY & DORSEY ENGINEERING, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT 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 **DORSEY & DORSEY ENGINEERING, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and CONTRACTs 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 CONTRACT.

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 the executed documents comprising the written CONTRACT 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

DESIGN CONSTRUCTION ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC.**.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for the Preliminary Design & Investigation Phase, the Design Phase and/or the Pre-Bid to Pre-Construction Phase as set out in Section III.

PROJECT – 2022 PAYGO RESURFACING - COMMISSION DISTRICT 2, City of Mobile Project No. 2023-3005-05. This CONTRACT is for engineering design and construction inspection for roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations CITY wide. (See Exhibit A for approximate locations).

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, 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 all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for 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 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 practices 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 three phases (Design Phase, Pre-Bid to Pre-Construction Phase and Construction Phase).

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.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition.

c. Preparation of ADA improvement plans as required along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Omitted

f. Omitted

g. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

h. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

i. Prepare a plan outlining specification for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

j. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

k. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

l. 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 by a Registered Professional Engineer licensed in the State of Alabama.

m. 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.

n. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

o. 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.

p. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to 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 CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Six (6) weeks** after notice to proceed. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, map book and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Two (2) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY by a Notice to Proceed, 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. 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 ENGINEER shall check each Contractor to assure each is properly licensed.** 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. 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) copies 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

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 NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the STANDARD SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for the maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

3. Project Observation

a. The ENGINEER shall appoint a competent project 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 ENGINEER. The Observer shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the observer's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any observer considered to be unqualified for the work. The duty of the observer is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the observer or the ENGINEER's superintendent 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 professional 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 ENGINEER's observer 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.

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 ENGINEER's observer will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his 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

The ENGINEER will be required to maintain strict review of progress of the project 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 email 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 discrepancies 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 when and where work on the project will resume.

IV. MUTUAL CONTRACT

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 CONTRACT.

B. The CITY may terminate this CONTRACT 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 Item V.A.1., "Basis of Payment". 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 bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, CONTRACTs, 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 CONTRACT 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.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT 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 payents to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this CONTRACT 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 Fee Schedule in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. 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% of this CONTRACT shall not exceed **$78,000.00 (Seventy-Eight Thousand Dollars and Zero Cents)**.

   b. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed **$39,000.00 (Thirty-Nine Thousand Dollars and Zero Cents)**.

   c. Based on the results of the 90% 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 and III.B of this CONTRACT shall not exceed **$13,000.00 (Thirteen Thousand Dollars and Zero Cents).**

   d. Upon letting of the contract for construction of this project, the ENGINEER shall be compensated based upon the percentage completion of the construction. 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. Payment for work performed in Section III.C of this CONTRACT shall not exceed **$194,000.00 (One Hundred Ninety-Four Thousand Dollars and Zero Cents)**.

   e. Failure to perform any service identified in a Notice to Proceed shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the CONTRACT, 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 D and shall not exceed **$26,000.00 (Twenty-Six Thousand Dollars and No Cents)**.

2. In the event of termination of this CONTRACT 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.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT 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 **$350,000.00 (Three Hundred Fifty Thousand Dollars and No 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.

XII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is **2022 PAYGO RESURFACING - COMMISSION DISTRICT 2**. Said funds are on hand at the time of the execution of this contract.

XIII. 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.

XIV. ANTI-DISCRIMINATION

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 contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHERE OF, **Dorsey & Dorsey Engineering, Inc**, a corporation, has caused its name to be signed hereto by **Larry C. Dorsey**, its President, and by **Shawn Dorsey**, its Director of Projects, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By:_____
Its Mayor

ATTEST:

By: _____
Its City Clerk

DORSEY & DORSEY ENGINEERING, INC.

By: Larry C. Dorsey

Its: President

Address: 6051 Airport Blvd., Ste B3

Mobile, AL 36608

Telephone: 251-605-2023

ATTEST:

By: Shawn Dorsey

Its: Director of Projects

CORPORATE SEAL

EXHIBIT A.1: STREETS TO BE RESURFACED

COMMISSION DISTRICT 2 RESURFACING MCR-2022-201

Street	From	To
Girby Rd	Hillcrest Rd	Knollwood Dr
Girby Rd	Knollwood Dr	Demetropolis Rd
Grelot Rd	Cody Rd S	S University Blvd
Museum Dr	Gaillard Dr	N McGregor Ave
Berkshire Hills Sub		
Skyline Sub		
Mobile Terrace Sub		

EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2022 PAYGO RESURFACING - COMMISSION DISTRICT 2. This CONTRACT is for engineering design and construction inspection for drainage repairs and improvements for multiple locations CITY wide. (See Exhibit A for approximate locations).

City of Mobile Project No. 2023-3005-05

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not **exceed $350,000.00 (Three Hundred Fifty Thousand Dollars and No Cents)**, unless authorized by the CITY.

FUNDING SOURCE: 2022 MOBILE COUNTY PAY-AS-YOU GO MCR-2022-201

EXHIBIT C: ENGINEER'S FEE SCHEDULE

Design Phase	
60% Submittal (As listed in Paragraph 3.a)	$78,000.0
100% Submittal (As listed in Paragraph 3.a)	$39,000.0
Pre-Bid to Bid Award.....	$13,000.00
Construction Phase.....	$194,000.00
Additional Services	$ 26,000.00
CONTRACT Not to Exceed	**$350,000.00**

EXHIBIT D: ENGINEER'S SUMMARY OF HOURLY RATES

Project Manager	**$125/hr**
Sr. Engineer	**$125/hr**
Engineer	**$80/hr**
Engineer Designer	**$70/hr**
Inspectors	**$55/hr**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Pictures of project site
- Hard 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 CONTRACT
  - Supplemental Specifications
  - Project Sign Detail
  - Addendums
- Electronic (Word) copy of the Contract Documents
- Excel copy of Bid Tab
- Other electronic files
- Correspondence affecting Design and/or Construction
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: CERTIFICATIONS AND AFFIDAVITS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2022

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
UnderWrite Insurance Services
417 Passaic Street, Suite F
Hackensack, NJ 07601

CONTACT NAME: Marvin Mensah
PHONE (A/C, No, Ext): 201-580-6806 FAX (A/C, No):
E-MAIL ADDRESS: marvin.mensah@gounderwrite.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Next Insurance US Company	16285
INSURER B :	Clear Spring Property and Casualty Company	15563
INSURER C :	Nautilus Insurance Company	17370
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Dorsey & Dorsey Engineering Inc
6251 Airport Blvd Ste B
Mobile, AL 36608

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	NXT3CWHFP7-00-GL	10/11/2022	10/11/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	AN1272106	11/14/2022	11/14/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	CS-WK-000007838-1	01/12/2022	01/12/2023	[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
A	Professional Liability	X	X	NXTQQ7KK3F-00-PL	10/11/2022	10/11/2023	Limit: 1,000,000	

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

The City of Mobile is added as an additional insured to the general liability, workers' compensation, umbrella liability, and professional liability policies per terms and conditions.

Project Name: 2022 Paygo Resurfacing Commission District 2
Project Number: 2023 - 3005 - 05

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marvin Mensah

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Nationwide
is on your side

Your Revised Policy

Your bill is sent separately.
Nationwide Auto Policy
Policy Period: Oct 27, 2022 - Feb 3, 2023
Policy Number: **7701J 001644**

Larry C Dorsey
1114 Wildwood Ave
Mobile, AL
36609-3054

1022300409 1015

What's enclosed

- ✓ **Declarations** - These pages show **your coverages** under this policy. Carefully review these details and call **Randy Jones & Assoc Inc at 2568783271** if you have questions or want to make changes.
- ✓ **Insurance Documents** - Please keep these documents for future reference.

How to Contact Us

Your Nationwide Agent	**Randy Jones & Assoc Inc 2568783271**
Customer Service	
Internet	**Nationwide.com**
24-Hour Claims Reporting	**1.800.421.3535**
Hearing Impaired (TTY)	**1.800.622.2421**

A 2001 07 16

NOTES:

An additional premium of $ 17.13 is for recent policy change(s).

Nationwide®
is on your side

Your Policy Declarations

Nationwide Auto Policy
Policy Period: Oct 27, 2022 - Feb 3, 2023
Policy Number: **7701J 001644**

Policyholder (Named Insured):
Larry C Dorsey
1114 Wildwood Ave
Mobile, AL
36609-3054

Keep these Declarations for your records.

1022300409 1022

General Policy Information

Issued: October 28, 2022
These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Period: October 27, 2022 - February 3, 2023 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide General Insurance Company, NAIC #23760.

IMPORTANT MESSAGES:

The state of Alabama requires the following language to appear on these Declarations: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Changes Made to Your Policy

Effective October 27, 2022
2010 JEEP WRANGLER U
Changed Property Damage Liability
2013 JEEP WRANGLER U
Changed Property Damage Liability

Premium Summary and Other Charges

2010 Jeep Wrangler U	$	815.58
2013 Jeep Wrangler U	$	853.36
Total For Policy Coverages	$	11.00
Total Policy Premium	**$**	**1679.94**

A 4560 07 16

Continued on the next page

Nationwide® is on your side

Your Policy Declarations

For coverage definitions and descriptions, visit Nationwide.com

Nationwide Auto Policy
Policy Period: Oct 27, 2022 - Feb 3, 2023
Policy Number: **7701J 001644**

How You Saved on this Policy with Nationwide

- Multi Car
- Home & Car
- Passive Restraint
- Multi Line
- Accident Free
- Paperless Policy

Thank you for being a long-term customer.

Rated Driver(s)

Name	Date of Birth	Marital Status
Shawn Dorsey	12/16/92	Single
Larry C Dorsey	01/21/60	Married
Cory Dorsey	09/15/95	Single
Pamela D Dorsey	03/23/61	Married

Insured Vehicle(s) and Schedule of Coverages

2010 Jeep Wrangler U

VIN 1J4BA5H13AL214958

Coverages	Limits of Liability	Premium
Bodily Injury Liability	$ 250,000 Each Person $ 500,000 Each Occurrence	$ 189.55
Property Damage Liability	$ 500,000 Each Occurrence	$ 141.24
Medical Payments	$ 1,000 Each Person	$ 12.32
Uninsured Motorists Bodily Injury	$ 250,000 Each Person $ 500,000 Each Occurrence See Endorsement	$ 125.71
Damage To Your Auto	Actual Cash Value Less $ 250	$ 75.64
Other Than Collision (Comprehensive)		
Collision	Actual Cash Value Less $ 250	$ 246.55
Custom Equipment	$ 3,000	Included
Rental Reimbursement	$ 30 Per Day $ 900 Per Accident See Endorsement	$ 24.57
Loyalty Rewards Pet Injury Collision Coverage Car Key Replacement Coverage	See Endorsement	Included
Garaged At - 1114 Wildwood Ave	Mobile, AL 36609-3054	
Loss Payee - US Bank Leasing Lt		
	Total for this Vehicle	$ 815.58

Continued on the next page

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Your Policy Declarations

Nationwide Auto Policy
Policy Period: Oct 27, 2022 - Feb 3, 2023
Policy Number: **7701J 001644**

1022300409 1039

Insured Vehicle(s) and Schedule of Coverages (continued)

2013 Jeep Wrangler U

VIN 1C4HJWEG2DL588383

Coverages	Limits of Liability	Premium
Bodily Injury Liability	$ 250,000 Each Person $ 500,000 Each Occurrence	$ 189.05
Property Damage Liability	$ 500,000 Each Occurrence	$ 140.88
Medical Payments	$ 1,000 Each Person	$ 12.38
Uninsured Motorists Bodily Injury	$ 250,000 Each Person $ 500,000 Each Occurrence See Endorsement	$ 88.14
Damage To Your Auto	Actual Cash Value Less $ 250	$ 90.61
Other Than Collision (Comprehensive) Collision	Actual Cash Value Less $ 250	$ 307.73
Custom Equipment	$ 3,000	Included
Rental Reimbursement	$ 30 Per Day $ 900 Per Accident See Endorsement	$ 24.57
Loyalty Rewards Pet Injury Collision Coverage Car Key Replacement Coverage	See Endorsement	Included
Garaged At - 1114 Wildwood Ave	Mobile, AL 36609-3054	
	Total for this Vehicle	$ 853.36

Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Roadside Assistance Basic	Disablement Up To 15 Miles $100 Lockout See Endorsement	$ 11.00
Accident Forgiveness Feature Currently Eligible To Use		Included
Minor Violation Forgiveness Feature Currently Eligible To Use		Included
	Total for Policy Coverages	$ 11

Continued on the next page

Nationwide® is on your side

Your Policy Declarations

Nationwide Auto Policy
Policy Period: Oct 27, 2022 - Feb 3, 2023
Policy Number: **7701J 001644**

Policy Form and Endorsements

A 4500 07 16	Your Nationwide Auto Policy
A 4566 07 16	Leased Auto - Additional Interest and Loss Payable Provisions
A 4568 07 16	Roadside Assistance Coverage
A 4574 07 16	Rental Reimbursement/Transportation Expenses - Rental Days Plus
A 4579 07 16	Loyalty Rewards
A 5001 07 16	Special Provisions - Alabama
A 5101 07 16	Uninsured Motorists Coverage - Alabama

For Office Use Only:
06/30/22 $ 17.13 Terr: 879

Issued By: Nationwide General Insurance Company

How to Contact Us

Your Nationwide Agent	**Randy Jones & Assoc Inc 2568783271**
Customer Service	
Internet	**Nationwide.com**
24-Hour Claims Reporting	**1.800.421.3535**
Hearing Impaired (TTY)	**1.800.622.2421**

E-Verify
Employment Eligibility Verification

Welcome Tim Dorsey | User ID TDOR7693 | Last Login 03:36 PM - 10/21/2014 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name: Dorsey & Dorsey Engineering, Inc. View / Edit

Company ID Number: 613704
Doing Business As (DBA) Name:
DUNS Number: 192467793

Physical Location:

Address 1: 6051 Airport Blvd
Address 2: Ste B3
City: Mobile
State: AL
Zip Code: 36608
County: MOBILE

Mailing Address:

Address 1: P.O. Box 851298
Address 2:
City: Mobile
State: AL
Zip Code: 36685-1298

Additional Information:

Employer Identification Number: 721389941
Total Number of Employees: 5 to 9
Parent Organization:
Administrator:

Organization Designation:

Employer Category: Federal Contractor without FAR E-Verify Clause

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES View / Edit

Total Hiring Sites: 1 View / Edit

Total Points of Contact: 4 View / Edit

View MOU

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

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205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	**Dorsey & Dorsey Engineering, Inc.**
Address	**6051 Airport Blvd., Ste B3, Mobile, AL 36608**
Telephone	**251-605-2023**
E-Mail	**larry.dorsey@dorsey-dorsey.com**

RFP/RFQ Solicitation Number	**Project No. 2023-3005-05**
Project Description	**2022 PayGo Resurfacing - Commission District 2**
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3 Female 1 Minority 4 Non-minority _____ SDVO _____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: **Dorsey & Dorsey Engineering, Inc.**

Signature: Larry C. Dorsey Digitally signed by Larry C. Dorsey DN: cn=Larry C. Dorsey, o, ou, email=larry.dorsey@dorsey-dorsey.com, c=US Date: 2022.11.29 09:42:01 -06'00' Date: **1129/2022**

Title: **President**

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: **Larry C. Dorsey** Title: **President**

Email: **larry.dorsey@dorsey-dorsey.com** Phone: **251-605-2023**

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

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FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company **Dorsey & Dorsey Engineering, Inc.** Your Bid/Proposal Amount $ **350,000** Date: **11/29/2022**

_____/ _____/_____ Description **2022 PayGo Resurfacing - Commission District 2**

Name of Bidder/Proposer: **Dorsey & Dorsey Engineering, Inc.**

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Isaiah Engineering, Inc	251-344-2022	Inspection/QC	525000	15	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: **Dorsey & Dorsey Engineering, Inc.**

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:12/13/2022

Submitted by:

Nick Amberger, PE. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Ben Reynolds, Joel Daves, Scott Jones and Gina Gregory

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:

$66,000.00

Funding Source

Project # C0801 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4151

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	12/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/1/2022 - 1:45 PM
Capital	Rhodes, Brenda	Approved	12/1/2022 - 2:12 PM
Legal	Kern, Chris	Approved	12/1/2022 - 2:59 PM
Mayors Office	Montgomery, Brandi	Approved	12/1/2022 - 3:12 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing Commission District 2-MCR-2022-201 COM
Project# 2023-3005-05

PROJECT #:C0801 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $66,000.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER:72600

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N_X_; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 11/30/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Ben Reynolds, Joel Daves, 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:	Geotechnical Engineering Testing, Inc.
Project Name:	2022 PAYGO Resurfacing -Commission District 2 COM Project No. 2023-3005-05
Estimated Cost:	$66,000.00

Adopted:

_____
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____ _____, 2020, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "COUNCIL", and **Geotechnical Engineering Testing, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** – The engineering company, **(Dorsey & Dorsey Engineering, Inc.),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2022 PAYGO Resurfacing**
Commission District 2, MCR-2022-201

PROJECT No. – **2023-3005-05**

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Dorsey & Dorsey Engineering, Inc.)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.

(m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS:

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. <u>SPECIAL BORINGS AND SOIL MECHANICS TEST:</u>

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analysis may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **$66,000.00 (Sixty-Six Thousand Dollars and Zero Cents**) as shown in Exhibit "A", to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **$58,000.00 (Fifty-Eight Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

(c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **$8,000.00 (Eight Thousand Five Hundred Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained

herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

30. E-VERIFY:

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

31. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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.

32. INSURANCE:

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

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned , non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

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

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

2) Additional Insured - All policies of insurance, except 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, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties

acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By:_____

Its Mayor

ATTEST:

_____

Its City Clerk

Geotechnical Engineering Testing, Inc.

By: _____

Printed Name: Curt Dayle

Its President

ATTEST:

By: _____

Printed Name: Clay B Dayle

Its Secretary/Treas

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2022 PAYGO Resurfacing – Commission District 2, MCR-2022-201
PROJECT No. – 2023-3005-05

Construction Phase Services – Not to Exceed Amount - $58,000.00
Additional Services – Not to Exceed Amount - $8,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:
$ 66,000.00

Source of funding: PAYGO

EXHIBIT 'B':

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

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — August 1, 2022

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a.	Local – Minimum Charge	$400.00
	b.	Additional Mobilization – Outside 25 Miles	Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a.	Local – Minimum Charge	$500.00
	b.	Outside 25 Miles	Special Quote
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a.	0' – 50'	$16.00/LF
	b.	50' – 100'	$19.00/LF
	c.	100' – 150'	$26.00/LF
	d.	150' – 200'	$35.00/LF
	e.	200' +	Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
		0' - 50'	$20.00/LF
6.	1 In or 2 In. PVC Observation Well		
	a.	Sealed	Special Quote
	b.	Unsealed	$12.00/LF
7.	Boring Abandonment		
	a.	Bentonite Chips	$7.50/LF
	b.	Bentonite & Cement Slurry	$16.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF		
	a.	0' – 50'	$35.00/Ea
	b.	50' – 100'	$60.00/Ea
	c.	100' +	$90.00/Ea
9.	Rock Coring w/ Soil Boring Operations		$47.50/LF
		OR	$250.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a.	0' – 50'	$65.00/Ea
	b.	50' – 100'	$85.00/Ea
	c.	100' +	$130.00/Ea
	d.	Shelby Tube Provided to Client	$30.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — August 1, 2022

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$250.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$550.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	$2.50/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	$150.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	$130.00/Hr
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$250.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **August 1, 2022**

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$85.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$135.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$45.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$80.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$250.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$100.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$375.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$250.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$125.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1000.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,350.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test	
	a. Quick	$450.00/Ea
	b. Consolidated = Drained	$1500.00/Ea
19.	Remold Sample / Point	$30.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **August 1, 2022**

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)		
	a.	Set of One	$600.00/Ea
	b.	Set of Two	$800.00/Ea
	c.	Set of Three	$1000.00/Ea
	d.	Set of Four	$1200.00/Ea
	e.	Set of Six	$1600.00/Ea
	f.	Set of Eight	$2000.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)		
	a.	Set of One	$1000.00/Ea
	b.	Set of Two	$1200.00/Ea
	c.	Set of Three	$1400.00/Ea
	d.	Set of Four	$1600.00/Ea
	e.	Set of Six	$2000.00/Ea
	f.	Set of Eight	$2400.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$140.00/Ea
		Cohesive Soils (SC, CL, CH)	$180.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
		Aggregates & Cohesive Soils (SC, CL, CH)	$275.00/Ea
24.	Laboratory Vibrated Density		
	a.	Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b.	(ALDOT 140)	$300.00/Ea
25.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt		$200.00/Pt
26.	Resilient Modulus, MR		$725.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

27.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$375.00/Ea
28.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$225.00/Ea

CHEMICAL TESTS

29.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
30.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

August 1, 2022

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$48.00/Hr
	b. Technician Level II	$56.00/Hr
	c. Technician Level III	$64.00/Hr
	d. Technician Level IV	$72.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$85.00/Hr
	g. Technician Supervisor	$100.00/Hr

Note: Services performed after regular office hours will be subject to overtime rates or a 4 hour minimum.

2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	$20.00/Ea
6.	Laboratory Curing "Hold" Concrete Test Cylinders (Including Mold)	$20.00/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$100.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$37.50/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$37.50/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$250.00/Ea
17.	Capping of Concrete Test Specimens	$20.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

August 1, 2022

18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$15.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$30.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$140.00/Ea
	Cohesive Soils (SC, CL, CH)	$180.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$275.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$200.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$90.00/Pt
	b. Modified Proctor	$120.00/Pt
26.	Soil Classification Test	$150.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
31.	Concrete Performance Analysis	Special Quote

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$100.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	Special Quote
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	
		(12" x 12")	$250.00/Ea
		(24" x 24")	$350.00/Ea
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$100.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$100.00/Ea
	i.	Nuclear Density Gauge	$25.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

August 1, 2022

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$185.00/Hr
	Litigation Related Services	$277.50/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$165.00/Hr
	Litigation Related Services	$247.50/Hr
3.	Project Engineer – Licensed Professional Engineer	$140.00/Hr
	Litigation Related Services	$210.00/Hr
4.	Professional Engineer or Geologist	$120.00/Hr
5.	Staff Engineer or Geologist	$100.00/Hr
6.	Project Manager	$120.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$48.00/Hr
	b. Technician Level II	$56.00/Hr
	c. Technician Level III	$64.00/Hr
	d. Technician Level IV	$72.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$85.00/Hr
	g. Technician Supervisor	$100.00/Hr
8.	Computer Processor / Draftsman	$80.00/Hr
9.	Typist and Reproduction Clerk	$50.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

GEOTENG-01 PATRAFOUR

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 The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Axis Specialty Ins. Co. — 15610
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER B : Sentry Insurance — 24988 INSURER C : The Sheffield Group INSURER D : CNA Insurance Company INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X	X	EMP1900102504	5/22/2022	5/22/2023	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X	X	EMX2000054903	5/22/2022	5/22/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	41359-00	1/1/2022	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	Professional Liabili			MCH591949859	5/22/2022	5/22/2023	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102504	5/22/2022	5/22/2023	Each claim $1M Aggre	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project #2023-3005-05, 2022 PAYGO Resurfacing Commission District 2, MCR-2022-201.
Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by
SEE ATTACHED ACORD 101

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: GEOTENG-01 PATRAFOUR

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Prewitt Group	Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Workers Compensation: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

ACORD 101 (2008/01)

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Policy Number: EMP19001025-04

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
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.

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.

Policy number: EMP19001025-04

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

© ISO Properties, Inc., 2004

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

POLICY NUMBER: EMP19001025-04

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide a waiver of subrogation.

However, this status exists only for the project specified in that contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-05 Current Date 11 / 29 / 22

Project Description 2022 PAYGO Resurfacing - Comm. D2 - MCR-2022-201

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized and 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

Archnique Kidd, Supplier Diversity Manager 12/1/2023
Reviewed By (Office of Supplier Diversity)

(Signature)	CAO ENGINEER (Title)	11/21/2022 (Date)

AK OSD
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.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 4:21 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 Bethel Non-Emergency Medical Transportation, LLC, for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-1032 **2022**

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: NOV 2 2 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A NON-EMERGENCY MEDICAL TRANSPORT SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Bethel Non-Emergency Medical Transportation, LLC to operate a Non-Emergency Medical Transport 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 6, 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, Oredi Jean Bonk individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Bethel Non Emergency Medical Transportation LLC

Business Address: _ 28

Telephone: 251 391 5576 Trade Name_____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN: _

Residence Address:

Address City State Zip code

Telephone Number: 251 391 5576 Driver's License #: _

Residing in Mobile County: Years: ~~20~~ 12 Months: 1

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)

(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: Oredi Jean Bonk

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: 251 391 5576 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address:_____

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

_____

Give nature of all transactions or acts giving rise to these judgements.

_____

Give name and location of court in which judgements were entered and date entered.

_____

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Bonny mk
_____ 11/14/22
Signature Date Signed

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Oredi Jean Bonk	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: mobile

What will be your days and hours of operation? Monday to Saturday 7am to 5Pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Toyota ~~Corolla~~	Year: 2018	Model: Corolla
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:

Personal Data Report

General Descriptors

Name:	JEAN-BONK, OREDI		
Address:		**Nick Name:**	
Phone:	251-391-[illegible]		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	36
Weight:	140	**Eyes:**	BROWN
Height:	5'10"	**Facial:**	
Hair:	BLACK	**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:** CDL A	**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: 11/14/2022

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:

Bethel non Emergency Medical transportation

By: Oredi Jean Bonk
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** November, **20** 22

KIM JACKSON NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Apr. 15, 2024

Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Oredi Bonk

Nickname(s) or Maiden Name: _____

Current Address _____

Previous Address: _____

Personal Description:

Height: 5-10

Weight: 140

Hair Color: Black

Eye Color: Bro

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.

_____
Signature

11/14/22
Date signed

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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:12/13/2022

Sponsored by:

Councilmembers Carroll and 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	12/1/2022
ordinance	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 1:48 PM

Sponsored by: Councilors Carroll and Jones

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **January 3, 2023**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, and AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place, Government Plaza, 205 Government Street, Mobile, Alabama 36644, which serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Thursday, December 29, 2022**.

The proposed Downtown Development District (DDD) amendments will modify the Regulating Plan map, amend certain development standards for the Civic Center site, add development standards for two existing sub-districts and correct text errors.

The Civic Center site is bounded to the north by Civic Center Drive, to the east by South Claiborne Street, to the south by Canal Street, and to the west by South Lawrence Street.

The proposed amendments will guide the redevelopment of the Civic Center site and are intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

The amendment of the Regulating Plan map will establish T-3 and T-5.2 sub-districts on the Civic Center site. Modifications to the development standards for these sub-districts specific to the Civic Center site are proposed. Changes to the allowed uses for these sub-districts specific to the Civic Center site are also proposed.

Additional proposed amendments will further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections of the Downtown Development District Code and the associated tables:

Establishment of sub-districts.
Property standards.
Property Use restrictions.
Parking standards.
Building and parking deck height standards.
Building materials standards.
Frontage standards.
Signage standards.
Definitions.

The proposed DDD amendments can be viewed on the City of Mobile's website at **https://www.cityofmobile.org/city-updates/**. Amendments are also proposed to the Regulating Plan maps, published herewith.

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Carroll and Jones

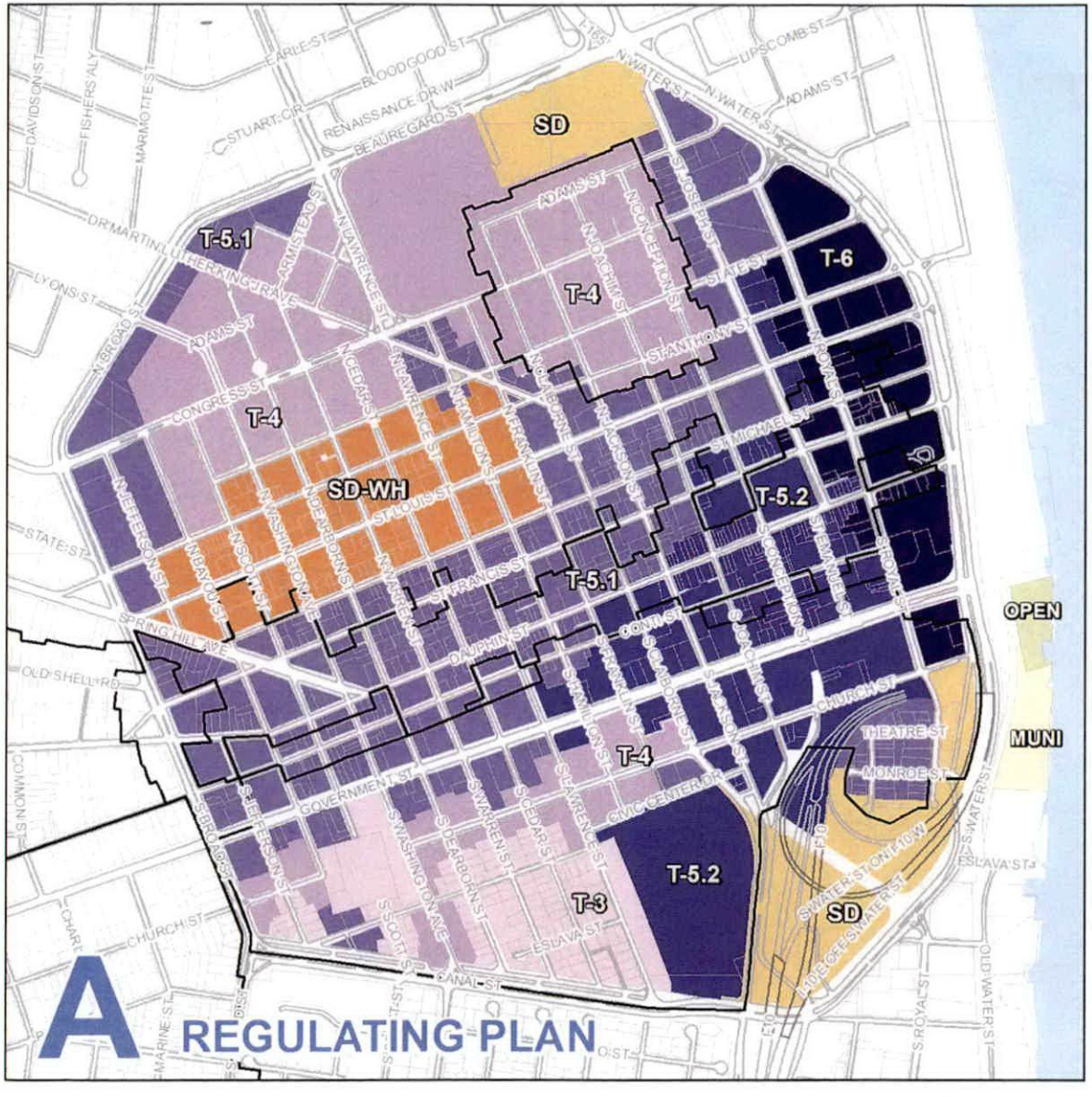
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts within the Downtown Development District, be, and the same hereby are, amended so that they now read in full as set forth in the attached.

This amendment of the DDD Code set forth in the Zoning Ordinance, Chapter 64, Section 64-3.I shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code, Ordinance 64-017-2022) shall become effective on the date that the Uniform Development Code becomes effective, as set forth therein.

APPROVED:

_____

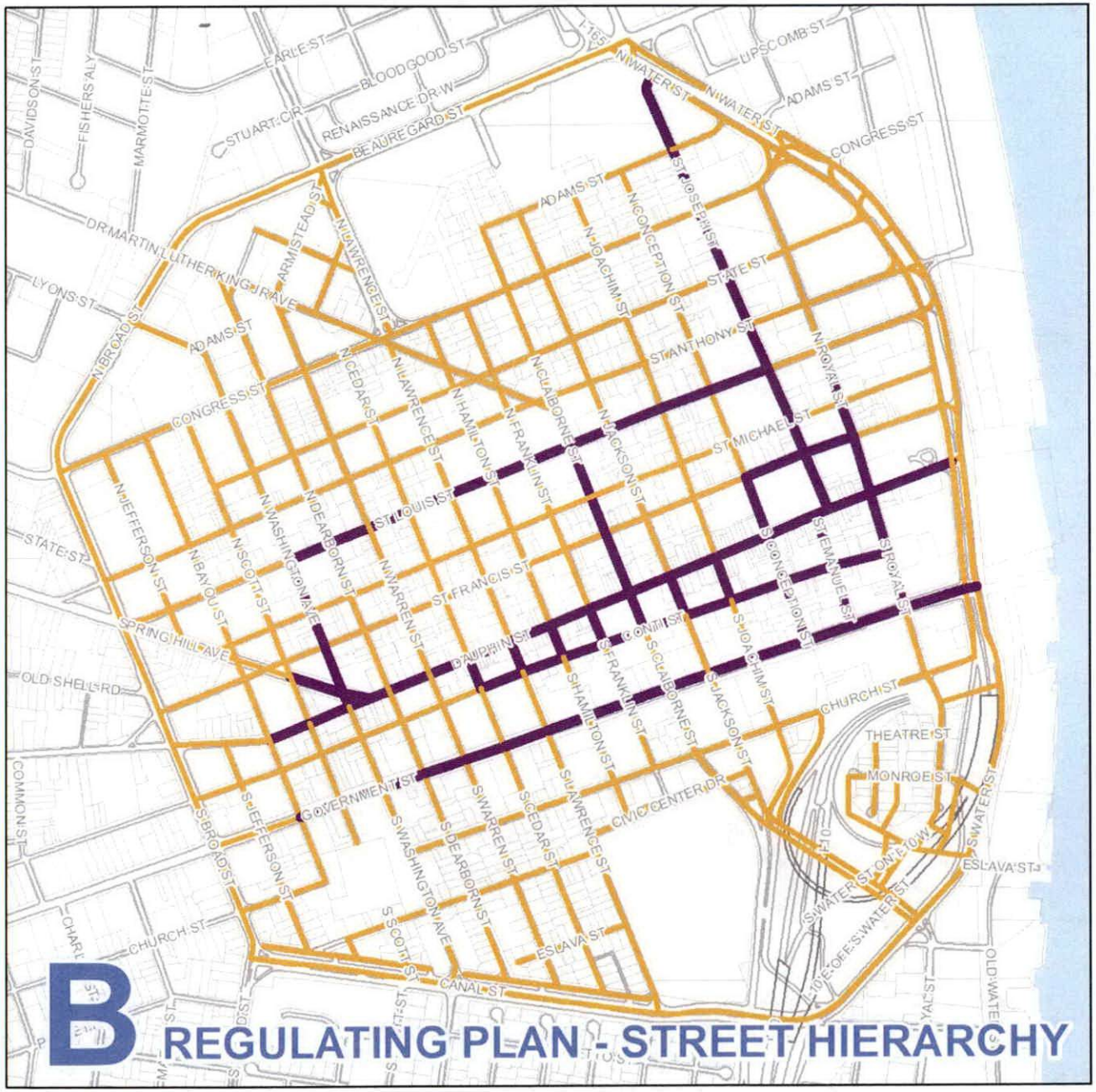
CITY CLERK



A REGULATING PLAN

T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary


B REGULATING PLAN - STREET HIERARCHY
A Streets
B Streets

Sec. 64-3. Districts.

I. *Downtown development district.*

1. *Authority and intent.*

(a) The purpose of this subsection I is to create a new zoning code for the downtown development district ("DDD") as defined herein. The new code may be known as and referred to as the "DDD code."

(b) The council is authorized to adopt the DDD code by Alabama Code §§ 11-52-70—11-52-84 (1975) and by section 64-9 of this chapter.

(c) The DDD code is intended to:

(1) Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;

(2) Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;

(3) Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

(4) Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

2. *Applicability.*

(a) The DDD code applies to all properties located within the DDD (see plate A, regulating plan).

(b) The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

(c) Terms used throughout the DDD code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions and definitions in the existing local codes, the definitions take precedence.

(d) The definitions contain regulatory language that is integral to the DDD code.

3. *Establishment of sub-districts.*

(a) The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

(1) T-6: a mixed-use district of high intensity.

(2) T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.

(3) T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.

(4) T-3: a low-density residential district.

(5) SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.

(6) Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as plazas or parks.

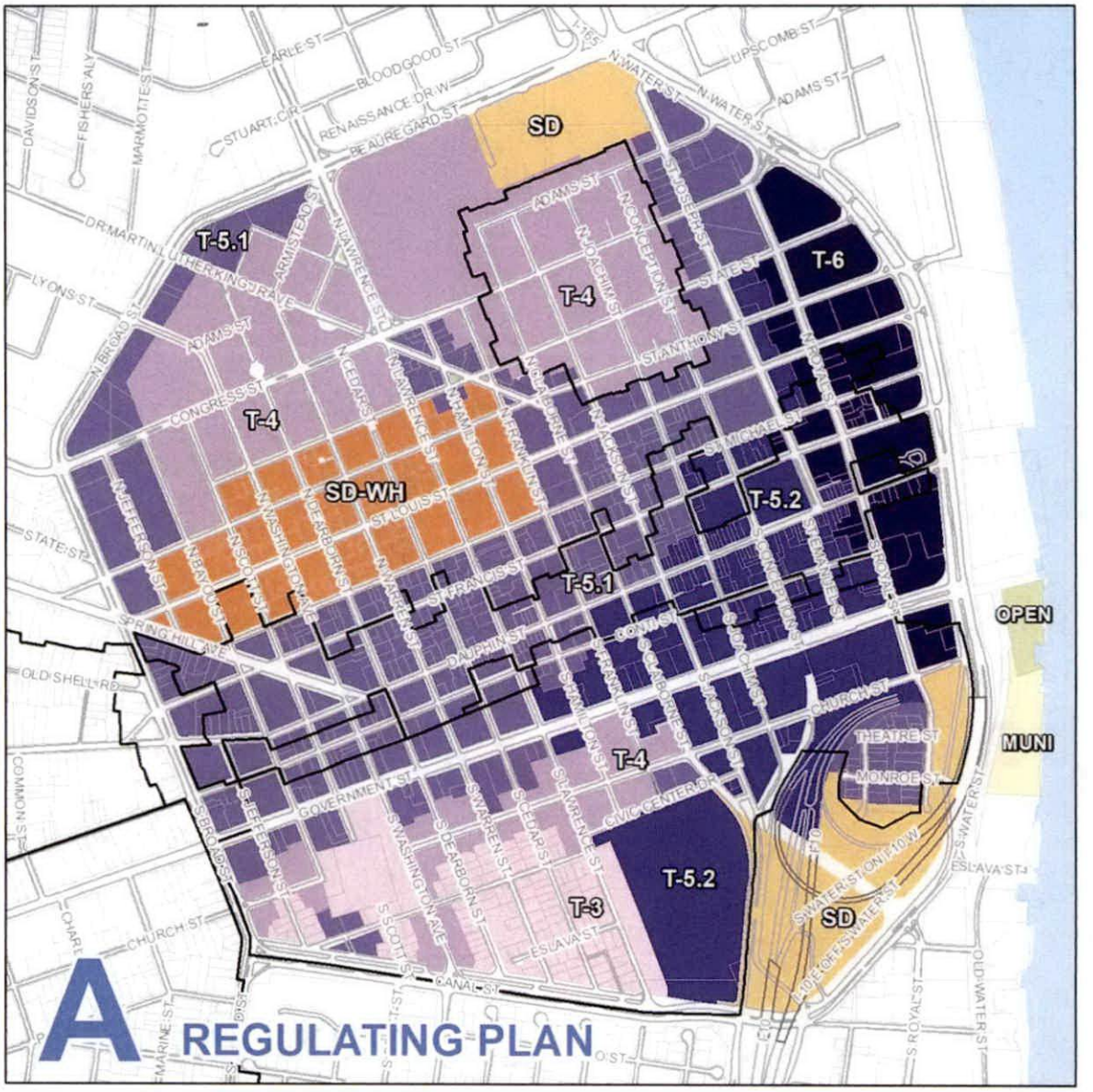
(7) Open: a district for sites dedicated to public open spaces, such as plazas or parks.

(8) SD: all special districts except SD-WH require a master plan be completed in coordination with the planning section. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the planning commission and the city council.

(b) The transect sub-districts and special district boundaries are as shown on the DDD regulating plan (see plate A). Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

(c) Regulations of subsection 64-3.I. pertaining to T-5 apply to all sub-districts of T-5.

(d) Planned unit development, as set forth in section 64-5 of the City Code, is not applicable within the DDD.



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

Plate A

T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

Plate A, Detail

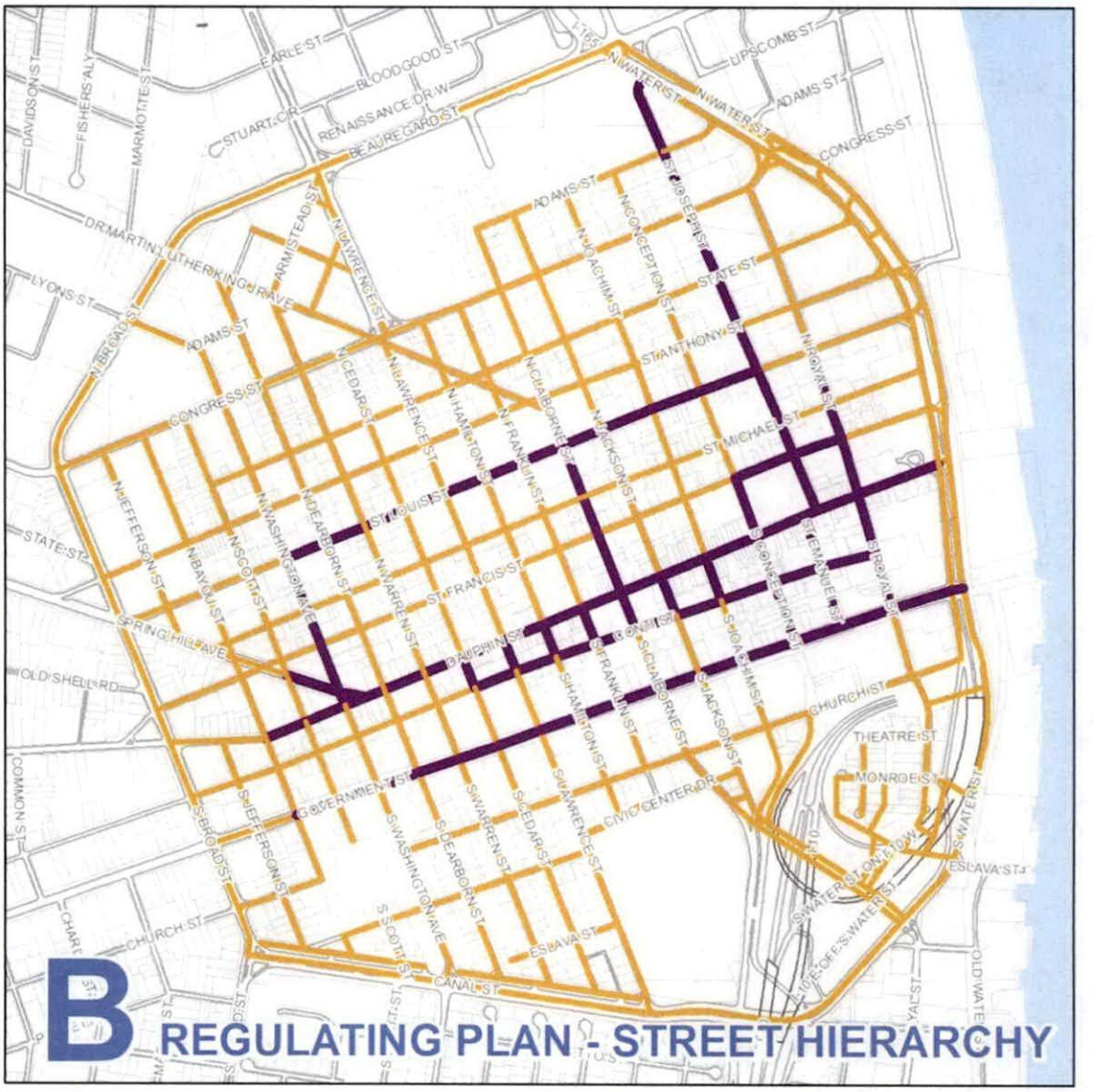


Plate B

4. *Administration, instruction, amendments and variances.*

(a) *Administration.*

(1) The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department, and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

I. The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

i. Landscaping and tree requirements;

ii. Dimensional adjustments that do not constitute an increase or decrease of more than 15% for the following design elements: awnings, balconies, canopies, galleries, stoops, terraces and signage.

iii. Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

iv. Transparency requirements for windows may be reduced up to five (5) percent of the minimum percentage required.

II. The CRC is not authorized to approve dimensional adjustments for lot size, set backs or building heights.

(b) *Instructions.*

(1) This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

(2) Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

(3) All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

(4) This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than 3 stories.

(5) Site Plans submitted for approval shall comply with:

I. Nonconformities, if any (paragraph 64-3.I.5);

II. Site plan: Property standards (paragraph 64-3.I.8);

III. Site plan: Property use restrictions (paragraph 64-3.I.9);

IV. Site plan: Building placement standards (paragraph 64-3.I.10);

V. Site plan: garbage collection standards (paragraph 64-3.I.12).

(6) Building design documents submitted for approval shall demonstrate compliance with:

I. Building design documents: Building and parking deck height standards (paragraph 64-3.I.13);

II. Building design documents: Building material standards (paragraph 64-3.I.14);

III. Building design documents: Frontage standards (paragraph 64-3.I.15);

IV. Building design documents: Signage standards (paragraph 64-3.I.16).

(7) Work in historic districts. All properties located in the DDD and a local historic district shall, in addition to complying with the development standards in 64-3.I.9 through .16, receive a certificate of appropriateness from the architectural review board as required by section 44-76 of the City Code prior to receiving a building permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a building permit and/or undertaking work.

(c) *Planning approval.* Uses in the chart identified by "P" in any column are permitted in that particular district upon approval of their location and site plan by the planning commission as being appropriate with regard to transportation and access, water supply, waste disposal, fire and police protection, and other public facilities; as not causing undue traffic congestion or creating a traffic hazard; and as being in harmony with the orderly and appropriate development of the district in which the use is located. Such uses are also subject to any conditions and limitations imposed by the planning commission.

(d) *Regulating plan amendments.*

(1) Adjustments to the transect sub-district and special district boundaries are limited to the following:

I. Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the planning commission and city council.

II. Reconciliations of transect sub-district require approval by the planning commission and city council.

III. Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the planning commission and city council.

(2) Master plans executed for special district according to paragraph 64-3.I.3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to a regulating plan.

(e) *Variances.*

(1) An applicant may appeal any decision of the planning & zoning department and/or the CRC to the board of zoning adjustment.

(2) An applicant may request a variance from the requirements of section 64-3.I

(3) All applications to the board of zoning adjustment shall be filed pursuant to section 64-8.

5. *Nonconformities.*

(a) *Uses.*

(1) Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

(2) Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

(3) Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

(b) *Structures.*

(1) Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

(2) Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

(3) Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

(c) *Parking lots.* Parking lots in existence as of the effective date of this ordinance shall conform to the requirements of 64-3.I.11(b)3 not later than November 2017. Compliance may be phased with wall or fencing to be installed by November 30, 2017. If the fence and landscaping option is chosen, required landscaping to follow within eighteen (18) months of installation of the fence. Existing evergreen vegetative buffers that accomplish the intent of 64-3.I.11(b)3 are an acceptable alternative, provided they are maintained. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the city projects along said streets adjacent to the property. Location of masking required by this paragraph is subject to line of sight review and approval by traffic engineering. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

6. *Complete demolition permits.*

(a) "Complete demolition," for the purposes of this section, is defined as the razing of one or more structure(s).

(b) Any applicant seeking a permit for complete demolition within the DDD must provide the urban development department with the following minimum information:

(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) If an when the structure has been cited or received a notice of violation of the city code;

(3) Whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC); and if not, why? The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the urban development department.

(8) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

(c) Upon review of the above information, the urban development department may approve or deny the demolition permit based on the following criteria:

(1) Whether the demolition will impair the unique character of the DDD;

(2) Whether there are redevelopment plans for the site;

(3) Whether the redevelopment plans conform to the DDD code;

(4) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(d) Any applicant denied a demolition permit by operation of this Code may appeal to the board of zoning adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of this code presents an unreasonable economic hardship on the owner.

(1) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

(2) In determining whether to grant a waiver under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

(3) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

(e) An owner or authorized representative of an owner appealing to the BZA pursuant to subparagraph 64-3.I.6(d) shall submit by affidavit to the BZA at least the following:

(1) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

7. *Noise restrictions in the DDD.* The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

8. *Site plan: Property standards.*

(a) The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

(1) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

(2) Elements of the built environment within the front setback are subject to all the requirements of paragraphs 64-3.I.13 through .16.

(b) Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

(1) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum. Along the east side of Lawrence Street between Civic Center Drive and Canal Street, the minimum frontage width shall be thirty (30) feet minimum.

(2) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

(3) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

(4) T-6: Fourteen (14) feet minimum, no maximum.

(5) Municipal and Open: No minimum or maximums.

(6) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of this section, may be developed as one (1) property.

(c) Properties may be assembled with planning commission approval according to the following:

(1) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

(d) Setbacks and buildings per lot shall comply with the following standards as set out in table 1:

Table 1: Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot[2]
		Primary Frontage[3]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft. 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	5 ft min. 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	10 ft min.[1] Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	20 ft min. Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	2 max.
	Outbuildings	To rear of the facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.		Unrestricted if fire rating requirements are met		3 max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.	12 ft max.	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1] May match setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.

[2] Structures containing enclosed conditioned space.
[3] Buildings along Government Street may be set back an additional 12 feet beyond the maximum front setback.

Table 2: Use Table

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Industrial	Warehousing & Mini-Storage	-	-	R	R_1	R	R	-	-
	Mixed-use Light Manufacturing Component	-	-	R	R_1	R	R	-	-
	Manufacturing—Light (5,000 sf max, non-toxic)	-	-	R	R_1	R	R	-	-
	Manufacturing—Heavy (over 5000 sf, non-toxic)	-	-	-	-	-	R	-	-
	Processing of Food and Beverage Products	-	-	-	-	-	R	-	-
	Laboratory Facility	-	-	-	R_1	R	R	-	-
	Distribution Facility	-	-	-	-	-	R	-	-
Agricultural	Nursery Stock Growing, Processing & Sales	-	R	R	R_1	R	R	-	-
	Produce Growing, Processing & Sales	-	R	R	R_1	R	R	-	-
Education	Private Educational Facility (Daycare)	R	R	R	R_2	R	R	-	-
	Private Educational Facility (Elementary)	-	R	R	R_2	R	R	-	-
	Private Educational Facility (All Levels)	-	-	R	R	R	R	-	-
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Civic Support continued	Funeral home	-	R	R	R_1	R	R	-	-
	Hospital, medical offices, veterinary medicine, ambulance service	-	R	R	R_1	R	R	-	-
	Mystic society meeting hall	-	R	R	R	R	R	-	-
	Museum	P	R	R	R	R	R	R	R
	Park / Open Space	P	R	R	R	R	R	R	R
	Government Building	P	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)	-	-	R	R_1	R	R	-	-
	Automotive Services—Heavy (over 5000 sf)	-	-	-	-	-	R	-	-
	Parking Structure	-	-	-	R	R	R	R	-
	Gas Station	-	-	P	P	P	P	-	-
Residential	Single-Family Dwelling	R	R	R	R	R	R	-	-
	Two-Family Dwelling	R	R	R	R	R	R	-	-
	Multi-Family Dwelling	-	R	R	R	R	R	-	-
	Accessory Dwelling Unit	R	R	R	-	-	R	-	-
	Senior & Elderly Housing	R	R	R	R	R	R	-	-
	Nursing & Retirement Housing	R_2	R	R	R_2	R	R	-	-
	Boarding Houses & Dormitories	R_1	R	R	R_1	R	R	-	-
	Homeless & Emergency Shelter	-	P	P	P_3	P	P	-	-
	Mixed-use Residential Component	-	R	R	R	R	R	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Lodging	Hotel (no room limit)	-	-	-	R	R	R	-	-
	Inn (up to 20 rooms)	-	R	R	R	R	R	-	-
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R	-	-
Office	Home-office (non-primary use)	R	R	R	R	R	R	-	-
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R	-	-
	Work-live (office up to 80% of building sf.)	-	R	R	R	R	R	-	-
	Mixed-use Office Component	-	R	R	R	R	R	-	-
	Office Building	-	R	R	R	R	R	-	-
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R	-	-
	Work-live (retail up to 80% of building sf.)	-	R	R	R	R	R	-	-
	Mixed-use Retail Component	-	R	R	R	R	R	-	-
	Retail Building	-	R	R	R	R	R	-	-
	Café	-	R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right	-	-	P*	P*	R	R	-	-
	Drive-thru Retail	-	P	P	P	P	P	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
NOTE: None of the above permitted uses include an "Adult Entertainment Enterprise" as defined in 64.2 NOTE 1: Uses not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west. NOTE 2: Uses require Planning Approval on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west. NOTE 3: Homeless Shelter use not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.								

KEY

R Permitted By-Right

P Planning Approval

9. *Site plan: Property use restrictions.*

   (a) Property use is limited according to table 2.

   (b) Parking, except structured parking, is subordinate to uses permitted under this ordinance and shall not be used as a primary use on a property.

10. *Site plan: Building placement standards.*

   (a) Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

   (b) The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to table 1. Where multiple buildings occupy a single property a principal building shall be designated.

   (c) Buildings shall be set back from the boundaries of their properties according to Table 1. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table 1 standards.

   (d) The facade shall be parallel to the primary front property line. The primary entrance shall be through the facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

11. *Site plan: Parking standards.*

   (a) *Required vehicular parking.*

(1) Vehicular parking is not required in T-3, T-4, T-5, SD-WH, Municipal or Open sub-districts, or for structures existing before the date of the adoption of this form-based code.

(2) Within T-6 parking shall be provided for all new construction at the following minimum rates:

I. Office: Three (3) spaces per one thousand (1,000) square feet.

II. Lodging: One (1) space per bedroom.

III. Residential: One (1) space per unit.

IV. Retail: no required parking.

V. Restaurant and café: no required parking.

(3) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(4) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand five hundred (1,500) feet of the property.

(b) *Vehicular parking design requirements.*

(1) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(2) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(3) For parking lots along frontages, one (1) of the following masking options is required:

I. Liner buildings may be used to mask parking lots.

II. A hedge, evergreen vines, other evergreen planting materials, combined with a metal fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

III. When parking lots are surfaced with crushed stone, brick, rolled concrete pavers, or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(4) For parking structures along frontages, in all sub-districts where allowed, one (1) of the following masking options is required:

I. Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

II. Within B-street frontages, a hedge, evergreen vines, or other evergreen planting materials combined with a metal fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of

three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

(5) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(6) Parking lot accessory structures.

I. Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

(c) *Vehicular parking access.*

(1) Parking shall be accessed from the secondary frontage where available.

(2) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

I. T-3 & T-4: Forty-two (42) feet minimum.

II. T-5: Fifty-four (54) feet minimum.

III. T-6: Seventy-two (72) feet minimum.

IV. SD-WH: Fifty-four (54) feet minimum.

(3) Driveways are limited in width as follows:

I. T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

II. T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where the width may be thirty-six (36) feet in width within the frontage.

(4) Crushed stone surfaces shall be limited to driveways.

(5) Curb-cut standards and limits.

I. Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

II. The number of curb-cuts is limited as follows:

i. T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where there may be up to two (2) curb cuts per lot.

(d) *Bicycle parking.*

(1) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

I. Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

II. Bicycle racks shall not be located within the following areas:

i. Within five (5) feet of fire hydrants.

ii. Within four (4) feet of loading zones and bus stop markers.

iii. Within three (3) feet of driveways and manholes.

iv. Within two (2) feet of utility meters and tree boxes.

v. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

vi. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow 1 foot of setback between a fifty-six-centimeter bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

vii. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

viii. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

12. *Site plan: Garbage collection standards.*

(a) Garbage containers may only be placed on the sidewalk with the following restrictions:

(1) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(2) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

(b) Dumpsters.

(1) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(2) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(3) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in 64-3.I.14, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(4) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(5) The floor or pad of the dumpster enclosure must be equipped with a connection to the sanitary sewer, and any discharge or runoff from the enclosure shall not be allowed to drain into any storm water drain, as required by the city engineering department, or an alternative, approved by the city engineer, that does not allow leakage of contaminants.

(6) Construction dumpsters, used for construction projects, are exempt from this paragraph.

13. *Building specification: Building and parking deck height standards.*

(a) Building height is measured in stories for each above-ground level according to the following:

(1) Stories are measured from finished floor to finished ceiling.

(2) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

(3) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

(4) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts and thirty-five (35) feet in SD-WH is counted as multiple stories.

(5) Unfinished attics are not included in building height measurement.

(6) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(7) For free-standing parking structures, building height is measured in feet.

(b) Building height is limited to the following maximum heights:

(1) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where the maximum height shall be three (3) stories, and in T-4,

(2) Three (3) stories in T-5.1,

(3) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories, and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories.

(4) Six (6) stories in SD-WH.

(5) In Municipal and Open sub-districts, height is limited to four (4) stories.

(6) There are no building height restrictions in T-6.

(7) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(c) Parking deck height is limited to the following maximum heights:

(1) Thirty-four (34) feet in T-5.1,

(2) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, SD-WH and Municipal,

(3) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, T-6, and

(4) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached building(s).

(d) Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

(e) Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

14. *Building specification: Building materials standards.*

(a) Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment, and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

(b) All openings, including but not limited to porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

(c) Exterior finish.

(1) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.

(2) Exterior finish in T-3, T-4, T-5, and T-6, Municipal, and Open sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

(d) Roofs.

(1) Roofing materials in T-3, T-4, T-5, and T-6 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp, and shingles including: asphalt, fiberglass, cement fiber, wood, or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In Municipal and Open sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) The following roofing materials are prohibited in all sub-districts except for Municipal, and Open sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(3) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

(e) Foundations.

(1) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, gallery and shopfront.

(2) Foundations of new additions may match those of the existing building.

(3) Raised foundations in T-3, T-4, T-5 and T-6 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Lattice, if used in T-3, T-4, T-5 and T-6 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(5) Any solid infill in T-3, T-4, T-5 and T-6 sub-districts between the piers should be recessed.

(6) Foundations in T-3, T-4, T-5 and T-6 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco.

(7) The following foundation materials are prohibited in T-3, T-4, T-5 and T-6 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(f) Fences.

(1) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(2) A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH.

(3) Unimproved lots may have fences with a maximum height of six (6) feet along any property line.

(4) Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in (5) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) Prohibited fence materials.

I. Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

II. Chain link fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

(g) Transparency.

(1) The use of reflective glass is prohibited along public frontages within the first six (6) stories from the ground level.

(2) Tinted glass may be allowed as follows:

I. A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(3) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in section 64-3.I.15.

(4) Security bars on windows or doors shall not be visible from the street.

15. *Building specification: Frontage standards.*

(a) *Frontages general.*

(1) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

I. The building facade;

II. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;

III. Any front yard landscape elements between the building facade and the public street or space.

(2) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

I. Streetscreens shall be between four (4) and eight (8) feet in height.

II. Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

III. Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

IV. Streetscreens are not considered fences for the purposes of the regulations of this section.

(3) Frontages are divided into the following types: lawn, terrace, stoop, common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront.

(4) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(5) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti, and St. Joseph Streets shown on Plate B, "Regulating Plan — Street Hierarchy." All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(6) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(7) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(8) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

I. At secondary frontages towards the rear of the property.

II. At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

III. At all frontages within SD-WH.

(9) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see section 17-26(e)(3)).

(b) *Encroachments general.*

(1) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the city engineer.

(2) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the city engineer and a right-of-way use agreement. The right-of-way permit and the right-of-way use agreement may require procurement and maintenance of general liability insurance naming the city as an additional insured.

Awnings and canopies shall not be considered permanent structures and do not require a permit from the city engineer.

(c) *Frontage standards for additions to existing buildings.*

(1) Additions to existing buildings in general.

I. Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

II. Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

III. New addition encroachments into the front setback are permitted as follows:

i. Porches, stairs, stoops, and ramps may encroach into the front setback as follows:

a. Up to fifty (50) percent of the front setback depth in T-3 and one hundred (100) percent in all other sub-districts.

b. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(2) Additions to existing buildings in T-3 sub-districts.

I. The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. Shopfronts and galleries are prohibited in T-3.

(3) Additions to existing buildings in T-4 sub-districts.

I. The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. Shopfronts maybe permitted in T-4. Galleries are prohibited.

(4) Additions to existing buildings in T-5 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-5.2.

IV. Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

V. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VI. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

VII. Shopfronts and galleries are permitted in T-5.

(5) Additions to existing buildings in T-6 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-6.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in T-6.

(6) Additions to existing buildings in SD-WH sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. An iron fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of six feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(7) Additions to existing buildings in Municipal and Open sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table 3.

Table 3: Frontage Type Summary

Frontage Type	Transect sub-districts							
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	Municipal	Open
Lawn	□	□	-	-	-	□	□	□
Terrace	□	□	□	□	-	□	□	□
Stoop	-	□	□	□	□	□	□	□
Common Entry	-	□	□	□	-	□	□	□
Pedestrian Forecourt	-	-	□	□	□	□	□	□
Vehicular Forecourt	-	-	-	-	□	□	□	□
Gallery	-	-	□	□	□	-	□	□
Shopfront	-	□	□	□	□	□	□	□
Key: - Prohibited □ Permitted								

(d) *Frontage standards for new construction.*

(1) New construction frontage type: Lawn (not permitted in T-5.1, T-5.2 or T-6).

I. General characteristics: The facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

II. The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Encroachments into the front setback are permitted as follows:

i. Porches, stairs, and ramps may encroach into the front setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

ii. Bay windows, roof overhangs, cornices, window and door surrounds and other facade decorations may encroach into the front setback up to two (2) feet.

iii. Stoops may encroach into the front setback up to four (4) feet.

iv. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. Fences may be permitted as follows:

i. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

ii. A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, Municipal and Open sub-districts.

iii. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron.

V. Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

VI. Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) New construction frontage type: Terrace (not permitted in T-6).

I. General characteristics: The facade is set back from the front property line by an elevated patio.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A raised terrace is required as follows:

i. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front setback for one hundred (100) percent of the width of the facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

ii. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may be paved or landscaped.

IV. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

V. Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

VI. In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

VII. In T-5, SD-WH, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(3) New construction frontage type: Stoop (not permitted in T-3).

I. General characteristics: The facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A stoop is required as follows:

i. A masonry stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front setback at the primary entrance. Additional stoops may be located at secondary entrances.

ii. Stoops shall be between four (4) and six (6) feet deep.

iii. Stoops may be recessed into the building facade as an alternative to encroaching into the setback.

iv. Stairs providing access to a porch or stoop may encroach up to the property line.

v. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. An iron fence with or without masonry piers is permitted at the front property line in T-4.

V. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(4) New construction frontage type: Common entry (not permitted in T-3 or T-6).

I. General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

II. The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

IV. Stairs providing access to entrances may encroach up to the property line.

V. An iron fence with or without masonry piers is allowed at the front property line in T-4.

VI. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VIII. Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(5) New construction frontage type: Pedestrian forecourt (not permitted in T-3 or T-4).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

b. Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

IV. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

V. Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

VI. Pedestrian forecourt frontages may include all elements of a gallery frontage except within the entry courtyard.

(6) New construction frontage type: Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access.

II. Courtyards shall recess no more than fifty (50) percent of the building facade.

III. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

IV. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

V. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

b. Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a porte-cochere in which case the maximum depth is thirty (30) feet.

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(7) New construction frontage type: Gallery (not permitted in T-3, T-4, SD-WH).

I. General characteristics: The facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A gallery is required as follows:

i. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

ii. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

iii. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the facade without gaps.

IV. Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

i. Columns shall be centered on the spandrel beam.

ii. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

iii. Columns shall have a base, shaft and capital.

iv. Columns shall be located a minimum of seven (7) feet from the facade.

V. Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

i. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

ii. Gallery deck structure shall be exposed.

iii. Gallery decks shall be located above the top of transom windows.

VI. Galleries in applicable Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VII. Upper story railings shall be painted metal.

VIII. Upper story columns and railing posts shall align with columns below.

IX. Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the gallery.

X. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

XI. Gallery frontages may include all elements of a shopfront frontage.

Illustration 4: Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(8) New construction frontage type: Shopfront (not permitted in T-3).

I. General characteristics: The building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

i. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in illustration 4.

ii. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

iii. Transom windows shall have dividing muntins and be free of signage.

iv. Shopfront sign(s) shall be installed above transom windows.

v. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

IV. Shopfronts are subject to the following glazing and coverage requirements:

i. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

ii. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

iii. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

iv. Entries may be recessed from the facade up to eight (8) feet in depth.

V. Ground floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

VI. Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

16. *Building requirements: Signage standards.*

(a) *General requirements.*

(1) Installation of signs must be permitted as specified in section 64-11 (11).

(2) Signage may be permitted according to table 5, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

(3) Parking lots throughout the district may install one (1) parking sign.

(4) Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

(5) One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

(6) Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

(7) Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight-foot clearance above adjacent grade.

(8) All signage permitted in this section except for yard signs may encroach into the right-of-way.

(9) Painted murals may be permitted along secondary frontages and walls internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

(10) Banners that comply with section 64-11 of the City Code, as amended are permitted.

(b) *Neon and LED signs.*

(1) Non-animated neon and LED signs are allowed inside storefront windows.

(2) The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(3) The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(c) *Upper building signs.*

(1) A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate facades on buildings more than ten (10) stories high.

(2) Upper building signs are limited to the following:

I. The identification of the building or the name of one (1) tenant of the building;

II. A maximum of eighty (80) percent of the width of the building wall upon which it is placed;

III. A maximum of one (1) horizontal or vertical line of letters or symbols;

IV. A maximum font size of eight (8) feet in any dimension;

V. A maximum logo or emblem size of ten (10) feet in any dimension.

(d) *Abandonments.*

(1) An abandoned sign must be removed within ninety (90) days from the date official notice is given by the inspection services department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

(e) *Residential uses, home offices and live-works in T-3 and T-4.*

(1) Signage shall not be illuminated.

(2) Home business signage may be permitted in accordance with illustration 6, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table 5: Signage Standards

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
1. Sandwich board	1 per business, shall be removed outside of business hours	Maximum 2 ft. wide and 3 ft. tall. Sandwich board shall not reduce pedestrian passage width to less than 4 ft.	No restrictions	T-4, T-5, T-6, SD-WH
2. Diagonal corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3 feet tall by building length, except for buildings facing South Claiborne Street between Civic Center Drive and Canal Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH
9. Painted wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
10. Yard blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH
12. Wall plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, SD-WH
13. Wayfinding	May be located on right-of-way or private property; 1 per block or site	Maximum 5 ft. tall; maximum 20 sq. ft. of signage per face, maximum total of 50 sq. ft. of signage on all faces	No restrictions	Allowed on A streets in T-4, T-5, T-6, SD-WH
14. Monument	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No restrictions	Allowed in T-4, T-5, SD-WH
15. Free-standing/pole	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No restrictions	Allowed in T-4, T-5, SD-WH

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No restrictions	Allowed in T-4, T-5, T-6, SD-WH
17. Parking lot identification signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No restrictions	Allowed in T-4, T-5, T-6, SD-WH

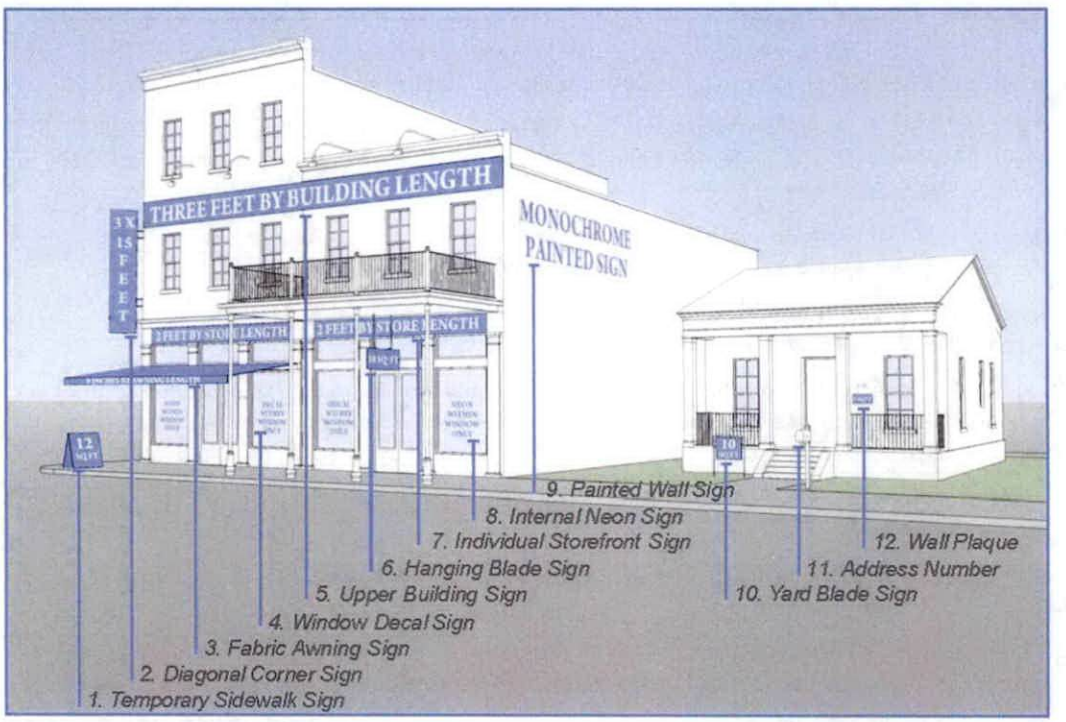
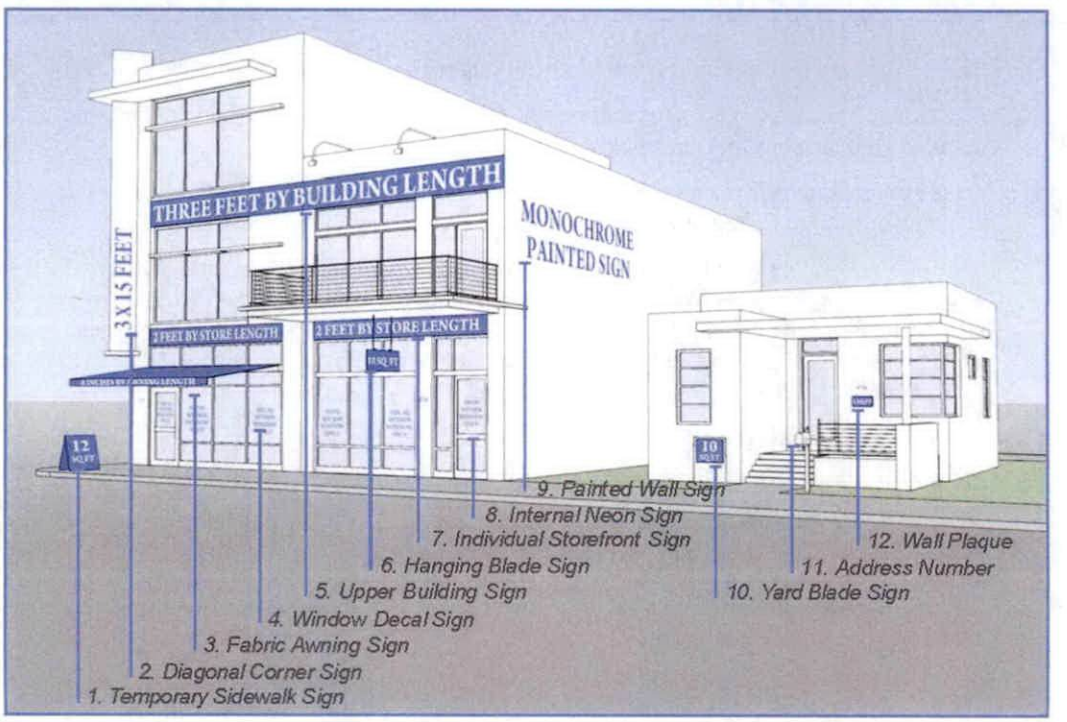


Illustration 6: Signage Placement



The illustration above demonstrates the regulations of this Code as they apply to typical structures in T-5.

17. *Definitions*. Paragraph 64-3.I.17 provides definitions for terms in this section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then the planning & zoning department shall determine the correct definition.

A-streets: those thoroughfares that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street."

Accessory dwelling unit: An apartment not greater than six hundred (600) square feet sharing ownership with a principal building; it may or may not be within an outbuilding.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A private frontage principally for retail use wherein the facade is an arched colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable fabric shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafes.

B-streets: those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian-supportive qualities, may meet a standard lower than that of A-streets. See "A-street."

Balconies: A platform projecting from an upper-story door that is enclosed with a balustrade and not supported by columns.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater, or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall. See Illustration 6.

Brew pub: An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, chapter 4A of the Code of Ala. 1975, which qualifications include but are not necessarily limited to the requirements that such brewpub must contain and operate a restaurant with a seating capacity of not less than eighty (80), and that the beer shall be sold at retail for on premises consumption only.

Building height: The vertical extent of a building measured in stories.

Building placement: The placement of a building on its property.

By right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater, or entertainment venue with less than one hundred-person occupancy load.

Canopy: A fixed metal or wood shading structure, cantilevered or otherwise entirely supported from a building, used for decoration or to protect outdoor spaces from sun, rain, and other natural conditions.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic parking reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil support: Private and non-profit functions that provide essential supports to the municipality.

Commercial: The term collectively defining workplace, office, retail, and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage, and height.

Corner property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A permeable wall, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. A fence may be of chain link only in limited conditions along side and rear yards and never in frontages.

Forecourt: A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure (also referred to as pole signs).

Front setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments. Front setbacks are required on both primary and secondary frontages. See "primary frontage and secondary frontage."

Frontage: Both the public and private area extending from the building façade to the edge of the street pavement. Frontage is divided into private frontage and public frontage.

Frontage buildout: The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line: A property line bordering a public frontage or thoroughfare.

Gallery: A frontage type wherein the facade is aligned close to the frontage line with an attached cantilevered balcony or lightweight colonnade overlapping the sidewalk.

Hedge: A foliated boundary formed by bushes, shrubs, or climbing vines spaced less than three (3) feet apart.

Home office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs.

Liner building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging: A building use available for daily and weekly renting of bedrooms. Lodging uses include hotels, rooming houses, inns and bed & breakfast inns.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile historic development commission or *MHDC:* The city historic development commission established by chapter 44 of the Mobile City Code.

Monument sign: A monolithic at grade sign independent from any building or structure.

Mural: Any piece of artwork painted, tiled or otherwise applied directly on an exterior wall.

Net property area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: An open air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Portable retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building: The main building on a property, usually located toward the frontage.

Principal entrance: The main point of access for pedestrians into a building.

Primary frontage: The private frontage designated to bear the address, principal entrance of the building, and the measure of minimum property width. See "frontage."

Private frontage: The privately held layer between the frontage line and the required setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property line: The boundary that legally and geometrically demarcates a property.

Property width: The length of the principal frontage line of a property.

Public frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating plan: A zoning map or set of maps that show the zoning districts, transect sub-districts, municipal districts, special districts, special requirements, noise districts, and frontage assignments of areas subject to, or potentially subject to, regulation by this section.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary frontage: A private frontage that is not the principal frontage.

Setback: The area of a property measured from the property line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments.

Service area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD): An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this section.

Stoop: An exterior stair and landing at the building entrance. Stoops may be covered by a roof structure supported by columns or wall brackets.

Story: A habitable level within a building by which height is measured, excluding an attic or raised basement.

Streetscreen: A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

This section: Refers to section 3 "Districts" of chapter 64 "Zoning" of the City of Mobile Code.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted, and are generally of a cohesive design for specific areas or types. Wayfinding signs may be mounted on utility poles. Wayfinding signs are not advertisements for individual businesses.

Chapter 64 Unified Development Code

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Appendix A Downtown Development District

Section 1 Authority and Intent

A. Purpose. This Appendix is zoning code for the Downtown Development District ("DDD") as defined herein. The new code may be known as and referred to as the "DDD Code."

B. Authorization. The City Council adopted the DDD code pursuant to the authority of Alabama Code § § 11-52-70–11-52-84 (1975).

C. Intent. The DDD Code is intended to:

1. Implement the purposes and objectives of the City's Comprehensive Plan, including the New Plan for Mobile;

2. Guide the siting, form and use of private property and buildings to support walkability, safe streets and safe public spaces;

3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

4. Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the City's historic downtown.

Section 2 Applicability

A. Generally. The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

B. Geography. The DDD code applies to all properties located within the DDD as depicted on the adopted Zoning Map.

C. Terms used throughout the DDD Code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions in this Appendix and definitions in the existing local codes, the definitions in this Appendix take precedence.

D. The definitions contain regulatory language that is integral to the DDD Code

Section 3 Establishment of Sub-Districts

A. Sub-Districts. The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

1. T-6: a mixed-use district of high intensity.
2. T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.
3. T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.
4. T-3: a low-density residential district.
5. SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.
6. Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as Plazas or parks.
7. Open: a district for sites dedicated to public open spaces, such as Plazas or parks.
8. SD: all special districts except SD-WH require a master plan be completed in coordination with the Department. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the Planning Commission and the City Council.

B. Transect sub-districts and special districts. The transect sub-districts and special district boundaries are as shown on the DDD regulating plan as depicted on the adopted Zoning Map. Unless

otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

C. T-5 sub-districts. Regulations of this Appendix pertaining to T-5 apply to all sub-districts of T-5.

D. Planned Developments are not applicable within the DDD. Planned Developments as set forth in Article 2 of Chapter 64 of the City Code, are not applicable within the DDD.

Section 4 Administration, Instruction, Amendments and Variances

A. Administration

1. The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

   (a) The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

   (1) Landscaping and tree requirements;

   (2) Dimensional adjustments that do not constitute an increase or decrease of more than fifteen (15) percent for the following design elements: awnings, balconies, canopies, galleries, Stoops, terraces and signage.

   (3) Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

   (4) Transparency requirements for windows may be reduced up to

five (5) percent of the minimum percentage required.

(b) The CRC is not authorized to approve dimensional adjustments for lot size, setbacks or building heights.

B. Instructions

1. This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

2. Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

3. All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

4. This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than three (3) stories.

5. Site Plans submitted for approval shall comply with:

(a) Nonconformities, if any see Section 5 below;

(b) Property use restrictions, see Table A-8.1 Use Table

(c) Property standards see Appendix ASection 9A;

(d) Building placement standards see Appendix ASection 9B;

(e) Parking standards see Appendix ASection 9C;

(f) Garbage collection standards see Appendix ASection 9D.

6. Building design documents submitted for approval shall demonstrate compliance with:

(a) Building and parking deck height standards, see Appendix ASection 10A;

(b) Building material standards see Appendix ASection 10B;

(c) Building frontage standards see Appendix ASection 10C;

(d) Signage standards see Appendix ASection 11.

7. Work in Historic Districts. All properties located in the DDD and a local Historic District shall, in addition to complying with the development and use standards of this Appendix, receive a Certificate of Appropriateness from the Architectural Review Board as required by Chapter 44-76 of the City Code prior to receiving a Building Permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a Building Permit and/or undertaking work.

C. Conditional Use Permit. Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures).

Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.

D. Special Exception. Uses in the chart identified by "S" in any column are permitted in that particular district upon approval of a Special Exception by the Board of Adjustment, according to the criteria listed in this Appendix and Chapter 64, Articles 5 and 10. Such uses are also subject to any conditions and limitations imposed by the Board of Adjustment.

E. Regulating Plan amendments

1. Adjustments to the transect sub-district and special district boundaries are limited to the following:

   (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.

   (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.

   (c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

2. Master plans executed for Special District according to Appendix ASection 3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to the Regulating Plan.

3. Amendments to a Regulating Plan shall follow the Procedures and Submittal Requirements of Chapter 64, Articles 5 and 10.

F. Variances

1. An applicant may appeal any decision of the Department and/or the CRC to the Board of Adjustment.

2. An applicant may request a variance from the requirements of this Appendix.

3. All applications to the Board of Adjustment shall be filed pursuant to Articles 5 and 10 of the UDC.

Section 5 Nonconformities

A. Uses

1. Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

2. Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

3. Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

B. Structures

1. Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

2. Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of

any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

3. Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

C. Parking lots

1. Parking lots in existence as of the effective date of the original adoption of the Downtown Development District (May 13, 2014) were required to provide complaint screening and masking of parking lots no later than May 31, 2018.

2. Parking lots shall conform to the requirements Appendix ASection 9C.2(c) .

3. Existing evergreen vegetative buffers that accomplish the intent Appendix ASection 9C.2(c) are an acceptable alternative, provided they are maintained.

4. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the City projects along said streets adjacent to the property.

5. Location of required masking is subject to line of sight review and approval by Traffic Engineering.

6. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

Section 6 Complete Demolition Permits

A. Permit

1. Any applicant seeking a permit for complete demolition within the DDD must provide the Department with the following minimum information:

   (a) The date the owner acquired the property, purchase price and condition on date of acquisition;

   (b) If and when the structure has been cited or received a notice of violation of the City Code;

   (c) Documentation whether the owner has complied with or attempted to bring the building into compliance with the City's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

   (d) Whether the property has been listed for sale, prices asked and offers received, if any;

   (e) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

   (f) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

   (g) Any such other information as may reasonably be required by the Department.

   (h) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and

structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

2. Department Review. Upon review of the above information, the Department may approve or deny the demolition permit based on the following criteria:

   (a) Whether the demolition will impair the unique character of the DDD;

   (b) Whether there are redevelopment plans for the site;

   (c) Whether the redevelopment plans conform to the DDD code;

   (d) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

3. Administrative Appeal. Any applicant denied a demolition permit by operation of this Code may file an Administrative Appeal in accordance with Chapter 64, Articles 5 and 10, to the Board of Adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of the DDD Code presents an unreasonable economic hardship on the owner.

   (a) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

   (b) In determining whether to grant an Administrative Appeal under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the

surrounding built environment in question.

(c) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. An owner or authorized representative of an owner appealing to the BZA shall submit by affidavit to the BZA at least the following:

(a) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(b) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

Section 7 Noise Restrictions in the DDD

A. Applicability. The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

Section 8 Use Table

A. Property use restrictions

1. Property use is limited according to Table A-8.2 Use Table.

2. Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.

Table A-8.2 Use Table

Use Category	Use Sub-Category	Transect Sub and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Muni	Open
				.1	.2				
Industrial	Warehousing & Mini-Storage			R	R_4	R	R		
	Mixed-use Light Manufacturing Component			R	R_4	R	R		
	Manufacturing-Light (5,000 sf max, non-toxic)			R	R_4	R	R		
	Manufacturing-Heavy (over 5000 sf, non-toxic)						R		
	Processing of Food and Beverage Products						R		
	Laboratory Facility				R_4	R	R		
	Distribution Facility						R		
Utilities	Minor	R	R	R	R	R	R		
	Intermediate	S	S	R	R	R	R		
	Major				C	C	C		
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R_4	R	R		
	Produce Growing, Processing & Sales		R	R	R_4	R	R		
Education	Private Educational Facility (Daycare)	R	R	R	R_5	R	R		
	Private Educational Facility (Elementary)		R	R	R_5	R	R		
	Private Educational Facility (All Levels)			R	R	R	R		
Civic Support	Religious institution (including educational)	R	R	R	R	R	R		
	Funeral home		R	R	R_4	R	R		
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R_4	R	R		
	Mystic society meeting hall		R	R	R	R	R		
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services-Light (5,000 sf max)			R	R_4	R	R		
	Automotive Services-Heavy (over 5000 sf)						R		
	Parking Structure				R	R	R	R	
	Gas Station			S	S	S	S		
Residential	Single-Family Dwelling	R	R	R	R	R	R		
	Two-Family Dwelling	R	R	R	R	R	R		
	Multi-Family Dwelling		R	R	R	R	R		

Use Category	Use Sub-Category	Transect Sub and Special Districts							
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	Muni	Open
	Accessory Dwelling Unit	R	R	R			R		
	Senior & Elderly Housing	R	R	R	R	R	R		
	Nursing & Retirement Housing	R_5	R	R	R_5	R	R		
	Boarding Houses & Dormitories	R_4	R	R	R_4	R	R		
	Homeless & Emergency Shelter		S	S	S_6	S	S		
	Mixed-use Residential Component		R	R	R	R	R		
Lodging	Hotel (no room limit)				R	R	R		
	Inn (up to 20 rooms)		R	R	R	R	R		
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R		
	Short-Term Rentals	R	R	R	R	R	R		
Office	Home-office (non-primary use)	R	R	R	R	R	R		
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R		
	Work-live (office up to 80% of building sf.)		R	R	R	R	R		
	Mixed-use Office Component		R	R	R	R	R		
	Office Building		R	R	R	R	R		
Communications Facilities	Class 1 (*See Note 3*)	R	R	R	R	R	R	R	R
	Class 2 and 3 (*See Note 3*)	S	S	S	S	S	R	S	S
	Class 4 (*See Note 3*)			S	S	S	S	S	S
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R		
	Work-live (retail up to 80% of building sf.)		R	R	R	R	R		
	Mixed-use Retail Component		R	R	R	R	R		
	Retail Building		R	R	R	R	R		
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right			S*	S*	R	R		
	Drive-Thru Retail		S	S	S	S	S		

Use Category	Use Sub-Category	Transect Sub and Special Districts						
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	Muni	Open
Note 1: Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.									
Note 2: None of the above permitted uses include an "Adult entertainment Enterprise" as defined in Chapter 64, Article 4.									
Note 3: Must meet all criteria and requirements set forth in Chapter 64, Article 4.									
Note 4: Uses not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									
Note 5: Uses require a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									
Note 6: Homeless Shelter use not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									

R – By Right
S – By Special Exception
C – By Conditional Use Permit

Section 9 Site Plan Standards

A. Property Standards

1. Frontage. The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

   (a) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

   (b) Elements of the built environment within the front Setback are subject to all the requirements of Appendix A Section 10 C below.

2. Property Width Restrictions. Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

   (a) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum. Along the east side of Lawrence Street between Civic Center Drive and Canal Street, the minimum frontage width shall be thirty (30) feet minimum.

   (b) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

   (c) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

   (d) T-6: Fourteen (14) feet minimum, no maximum.

   (e) Municipal and Open: No minimum or maximums.

   (f) In any sub-district, a property that exceeds the maximum property

size as set forth above and existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014), may be developed as one (1) property.

3. Property Assembly. Properties may be assembled with Planning Commission approval according to the following:

   (a) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

4. Setbacks and Number of Buildings per lot. The Setback and number of buildings per lot shall comply with the following standards as set out in Table A-9.1 Site Configuration:

Table A-9.1 Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot Enclosed conditioned space
		Primary Frontage[2]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft[1] ;12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	5 ft min. ; 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	10 ft min[1] ; Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	20 ft min. ; Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	2 max
	Outbuildings	To rear of the Facade		Unrestricted if fire rating requirements are met		
	Parking	To rear of the Facade		Unrestricted		
T-4	Primary buildings	12 ft max.[1]		Unrestricted if fire rating requirements are met		3 max
	Outbuildings	To rear of the Facade				
	Parking	To rear of the Facade		Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking	To rear of the Facade		Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking	To rear of the Facade		Unrestricted		
T-6	Primary buildings	10 ft max.[1]	12 ft max.	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade at ground floor unrestricted upper stories				
	Parking	To rear of the Facade at ground floor unrestricted upper stories		Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1]May match Setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.
[2]Buildings along Government Street may be set back an additional 12 feet beyond the maximum front Setback.

B. Building Placement Standards

1. Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

2. The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to Table A-9.1 Site Configuration. Where multiple buildings occupy a single property a principal building shall be designated.

3. Buildings shall be set back from the boundaries of their properties according to Table A-9.1 Site Configuration. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table A-9.1 Site Configuration standards.

4. The Facade shall be parallel to the primary front property line. The primary entrance shall be through the Facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

C. Parking standards

1. Required vehicular parking.

   (a) Vehicular parking is not required in T-3, T-4, T-5 and SD-WH, Municipal or Open sub-districts, or for structures existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014).

   (b) Within T-6, parking shall be provided for all new construction at the

following minimum rates:

(1) Office: Three (3) spaces per one thousand (1,000) square feet.

(2) Lodging: One (1) space per bedroom.

(3) Residential: One (1) space per unit.

(4) Retail: no required parking.

(5) Restaurant and café: no required parking.

(c) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(d) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand, five hundred (1,500) feet of the property.

2. Vehicular parking design requirements.

(a) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(b) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(c) For parking lots along frontages, one (1) of the following masking options is required:

(1) Liner buildings may be used to mask parking lots.

(2) A hedge, evergreen vines, other evergreen planting materials, combined with a metal Fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots.

Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(3) When parking lots are surfaced with crushed stone, brick, rolled concrete pavers or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(d) For parking structures along frontages, one (1) of the following masking options is required:

(1) Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

(2) Within B-street frontages, a hedge, evergreen vines or other evergreen planting materials combined with a metal Fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(e) One interior heritage tree shall be planted for every fifteen (15)

spaces for parking lots over fifty (50) spaces.

(f) Parking lot accessory structures.

(1) Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

3. Vehicular parking access.

(a) Parking shall be accessed from the secondary frontage where available.

(b) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

(1) T-3 & T-4: Forty-two (42) feet minimum.

(2) T-5: Fifty-four (54) feet minimum.

(3) T-6: Seventy-two (72) feet minimum.

(4) SD-WH: Fifty-four (54) feet minimum.

(c) Driveways are limited in width as follows:

(1) T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

(2) T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where the width

may be thirty-six (36) feet in width within the frontage.

(d) Crushed stone surfaces shall be limited to driveways.

(e) Curb-cut standards and limits.

(1) Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

(2) The number of curb-cuts is limited as follows:

(3) T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where they may be up to two (2) curb cuts per lot.

4. Bicycle parking.

(a) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

(1) Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

(2) Bicycle racks shall not be located within the following areas:

a. Within five (5) feet of fire hydrants.

b. Within four (4) feet of loading zones and bus stop markers.

c. Within three (3) feet of driveways and manholes.

d. Within two (2) feet of utility meters and tree boxes.

e. Sidewalks where the distance from the face of the curb to

the property line is less than seven (7) feet.

f. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow one (1) foot of distance between a bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

g. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

h. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

D. Garbage Collection Standards.

1. Garbage containers may only be placed on the sidewalk with the following restrictions:

   (a) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

   (b) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

2. Dumpsters.

   (a) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

   (b) Waste removal of a dumpster by a sanitation truck shall take place

entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(c) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in Appendix A Section 10 B below, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(d) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(e) Construction dumpsters, used for construction projects, are exempt from this paragraph.

Section 10 Building Specifications

A. Building Specifications and Parking Deck Height Standards

1. Building height is measured in stories for each above-ground level according to the following:

   (a) Stories are measured from finished floor to finished ceiling.

   (b) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

   (c) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

   (d) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, and thirty-five (35) feet in SD-WH is counted as multiple stories.

   (e) Unfinished attics are not included in building height measurement.

   (f) Height may be increased to match structures on contiguous lots within the same transect sub-district.

   (g) For free-standing parking structures, building height is measured in feet.

2. Building height is limited to the following maximum heights:

   (a) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where

the maximum height shall be three (3) stories, and in T-4,

(b) Three (3) stories in T-5.1,

(c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories; and

(d) Six (6) stories in SD-WH.

(e) In Municipal and Open sub-districts, height is limited to four (4) stories.

(f) There are no building height restrictions in T-6.

(g) Height may be increased to match structures on contiguous lots within the same transect sub-district.

3. Parking deck height is limited to the following maximum heights:

(a) Thirty-four (34) feet in T-5.1,

(b) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, and SD-WH and Municipal, and

(c) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street and in T-6.

(d) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached

building(s).

4. Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

5. Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

B. Building Materials Standards

1. Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

2. All openings, including but not limited to Porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

3. Exterior finish.

   (a) Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

   (b) Exterior finish in T-3, T-4, T-5 and T-6, Municipal, and Open sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

4. Roofs.

   (a) Roofing material in T-3, T-4, T-5 and T-6 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp and shingles

including: asphalt, fiberglass, cement fiber, wood or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In Municipal and Open sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) The following roofing materials are prohibited in all sub-districts except for Municipal and Open sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(c) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

5. Foundations.

(a) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, Gallery and Shopfront.

(b) Foundations of new additions may match those of the existing building.

(c) Raised foundations in T-3, T-4, T-5 and T-6 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review

Board, which may limit size, design and material choices).

(d) Lattice, if used in T-3, T-4, T-5 and T-6 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(e) Any solid infill in T-3, T-4, T-5 and T-6 sub-districts between the piers should be recessed.

(f) Foundations in T-3, T-4, T-5 and T-6 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) The following foundation materials are prohibited in T-3, T-4, T-5 and T-6 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

6. Fences and Walls.

(a) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(b) A Fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height

of eight (8) feet (up to ten (10) feet may be approved in SD-WH).

(c) Unimproved lots may have Fences with a maximum height of six (6) feet along any property line.

(d) Materials.

(1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel or aluminum that appears to be iron.

(2) Walls shall be made of brick, stone or stucco over masonry.

(3) In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in (e) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Fence and wall material may be allowed in combination as approved by the CRC and ARB as applicable.

(e) Prohibited Fence materials.

(1) Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(2) Chain-link Fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

7. Transparency.

(a) The use of Reflective Glass is prohibited along public frontages within the first six (6) stories from the ground level. Tinted Glass may be allowed as follows:

(1) A minimum visible transmittance rating of .78 for all glass on

the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(b) All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

(c) Security bars on windows or doors shall not be visible from the street.

C. Building Frontage Standards

1. Frontages general.

(a) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

(1) The building Facade;

(2) Structures that project from the Facade such as Porches, Terraces, Stoops, Awnings, Canopies and bay windows;

(3) Any front yard landscape elements between the building Facade and the public street or space.

(b) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building Facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required

as follows:

(1) Streetscreens shall be between four (4) and eight (8) feet in height.

(2) Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

(3) Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

(4) Streetscreens are not considered Fences for the purposes of the regulations of this section.

(c) Frontages are divided into the following types: lawn, terrace, Stoop, common entry, pedestrian forecourt, vehicular forecourt, Gallery, and shopfront.

(d) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(e) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti and St. Joseph Streets shown on the Zoning Map. All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and

twelve (12) feet above the abutting sidewalk.

(f) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(g) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(h) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

(1) At secondary frontages towards the rear of the property.

(2) At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

(3) At all frontages within SD-WH.

(i) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see Chapter 17).

2. Encroachments general.

(a) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the City Engineer.

(b) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the City Engineer and a Right-of-Way Use Agreement. The right-of-way permit and the Right-of-Way Use Agreement may require procurement and maintenance of general liability insurance naming the City as an additional insured.

(c) Awnings shall not be considered permanent structures and do not require a permit from the City Engineer.

(d) Canopies shall not be considered permanent structures and do not require a permit from the City Engineer unless supported by a pole or column(s) located in the right-of-way.

(e) Awnings and canopies shall not be located within two (2) feet of any curb.

3. Frontage Standards. Additions to Existing Buildings.

(a) Additions to existing buildings in general.

(1) Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

(2) Additions to existing buildings may match the foundations, Porch depth and finished floor elevations of the existing building.

(3) New addition encroachments into the front Setback are

permitted as follows:

a. Porches, stairs, Stoops and ramps may encroach into the front Setback as follows:

1. Up to fifty (50) percent of the front Setback depth in T-3 and one hundred (100) percent in all other sub-districts.

2. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(b) Additions to existing buildings in T-3 sub-districts.

(1) The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) Shopfronts and galleries are prohibited in T-3.

(c) Additions to existing buildings in T-4 sub-districts.

(1) The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

(2) The front yard may be raised up to thirty-six (36) inches above

sidewalk grade to form a terrace.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) Shopfronts maybe permitted in T-4. Galleries are prohibited.

(d) Additions to existing buildings in T-5 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-5.2.

(4) Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

(5) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(6) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not

exceed six hundred (600) square feet in yard area.

(7) Shopfronts and galleries are permitted in T-5.

(e) Additions to existing buildings in T-6 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-6.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in T-6.

(f) Additions to existing buildings in SD-WH sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20)

inches above sidewalk grade.

(3) An iron Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of six feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(g) Additions to existing buildings in Municipal and Open sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require

review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table A-10.1.

Table A-10.1 Frontage Type Summary

Frontage Type	Transect Sub-Districts							
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	Municipal	Open
Lawn	R	R				R	R	R
Terrace	R	R	R	R		R	R	R
Stoop		R	R	R	R	R	R	R
Common Entry		R	R	R		R	R	R
Pedestrian Forecourt			R	R	R	R	R	R
Vehicular Forecourt					R	R	R	R
Gallery			R	R	R		R	R
Shopfront		R	R	R	R	R	R	R

R - Allowed

Blank – Prohibited

4. Frontage Types and Standards for New Construction. See Table A-10.1 Frontage Type Summary

   (a) Lawn (not permitted in T-5.1, T-5.2 or T-6).

   (1) General characteristics: The Facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a Porch or Stoop.

   (2) The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

   (3) Encroachments into the front Setback are permitted as follows:

   a. Porches, stairs and ramps may encroach into the front Setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

   b. Bay windows, roof overhangs, cornices, window and door surrounds and other Facade decorations may encroach into the front Setback up to two (2) feet.

   c. Stoops may encroach into the front Setback up to four (4) feet.

   d. Stoops may be covered by a roof structure supported by

columns or wall brackets.

(4) Fences may be permitted as follows:

a. A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

b. A Fence or wall may be installed along the side and rear property lines beyond the front Facade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, Municipal and Open sub-districts).

c. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(5) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

(6) Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or

vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) Terrace (not permitted in T-6).

(1) General characteristics: The Facade is set back from the front property line by an elevated patio.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A raised terrace is required as follows:

a. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front Setback for one hundred (100) percent of the width of the Facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

b. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may

be paved or landscaped.

(4) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

(5) Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls

shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(6) In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

(7) In T-5, SD-WH, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(c) Stoop (not permitted in T-3).

(1) General characteristics: The Facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Stoop is required as follows:

a. A masonry Stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front

Setback at the primary entrance. Additional Stoops may be located at secondary entrances.

b. Stoops shall be between four (4) and six (6) feet deep.

c. Stoops may be recessed into the building Facade as an alternative to encroaching into the Setback.

d. Stairs providing access to a Porch or Stoop may encroach up to the property line.

e. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) An iron Fence with or without masonry piers is permitted at the front property line in T-4.

(5) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(d) Common entry (not permitted in T-3 or T-6).

(1) General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

(2) The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(4) Stairs providing access to entrances may encroach up to the property line.

(5) An iron, steel or aluminum that appears to be iron Fence with or

without masonry piers is allowed at the front property line in T-4.

(6) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(e) Pedestrian forecourt (not permitted in T-3 or T-4).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

2. Municipal and Open sub-districts: no larger than one

thousand six hundred (1,600) square feet.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(4) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary

entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(5) Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

(6) Pedestrian forecourt frontages may include all elements of a Gallery frontage except within the entry courtyard.

(f) Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard for vehicular access.

(2) Courtyards shall recess no more than fifty (50) percent of the building Facade.

(3) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(4) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary

entrance.

b. The entry courtyard size limits are as follows:

1. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(5) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6)

feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

   i That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

   ii Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a Porte-Cochere in which case the maximum depth is thirty (30) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(g) Gallery (not permitted in T-3, T-4, SD-WH).

(1) General characteristics: The Facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation

requirements.

(3) A Gallery is required as follows:

a. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

b. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

c. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the Facade without gaps.

(4) Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

a. Columns shall be centered on the spandrel beam.

b. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

c. Columns shall have a base, shaft and capital.

d. Columns shall be located a minimum of seven (7) feet from the Facade.

(5) Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

a. Gallery decks shall be no more than nine (9) inches thick,

including all structure and surface.

b. Gallery deck structure shall be exposed.

c. Gallery decks shall be located above the top of transom windows.

(6) Galleries in applicable Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) Upper story railings shall be painted metal.

(8) Upper story columns and railing posts shall align with columns below.

(9) Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the Gallery.

(10) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(11) Gallery frontages may include all elements of a shopfront frontage.

Figure A-10.1 Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(h) Shopfront (not permitted in T-3).

(1) General characteristics: The building Facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

a. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in Figure A-10.1

Shopfront Elevation Elements.

b. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

c. Transom windows shall have dividing muntins and be free of signage.

d. Shopfront sign(s) shall be installed above transom windows.

e. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

(4) Shopfronts are subject to the following glazing and coverage requirements:

a. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

b. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

c. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

d. Entries may be recessed from the Facade up to eight (8) feet in depth.

(5) Ground floor movable commercial uses may utilize the public

sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(6) Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3)

feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

Section 11 Signage

A. General requirements

1. Signs must be permitted as specified in Article 10.

2. Signage may be permitted according to Table A 11.1, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

3. Parking lots throughout the district may install one (1) parking sign.

4. Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

5. One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

6. Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

7. Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight (8) foot clearance above adjacent grade.

8. All signage permitted in this section except for yard signs may encroach into the right-of-way.

9. Painted murals may be permitted along secondary frontages and walls

internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

10. Banners that comply with Chapter 64, Article 4 of the City Code, as amended are permitted.

B. Neon and LED signs

1. Non-animated neon and LED signs are allowed inside storefront windows.

2. The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

3. The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

C. Upper building signs

1. A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate Facades on buildings more than ten (10) stories high.

2. Upper building signs are limited to the following:

   (a) The identification of the building or the name of one (1) tenant of the building;

   (b) A maximum of eighty (80) percent of the width of the building wall

upon which it is placed;

(c) A maximum of one (1) horizontal or vertical line of letters or symbols;

(d) A maximum font size of eight (8) feet in any dimension;

(e) A maximum logo or emblem size of ten (10) feet in any dimension.

D. Abandonments

1. An abandoned sign must be removed within ninety (90) days from the: date official notice is given by the Department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

E. Residential uses, home offices and live-works in T-3 and T-4

1. Signage shall not be illuminated.

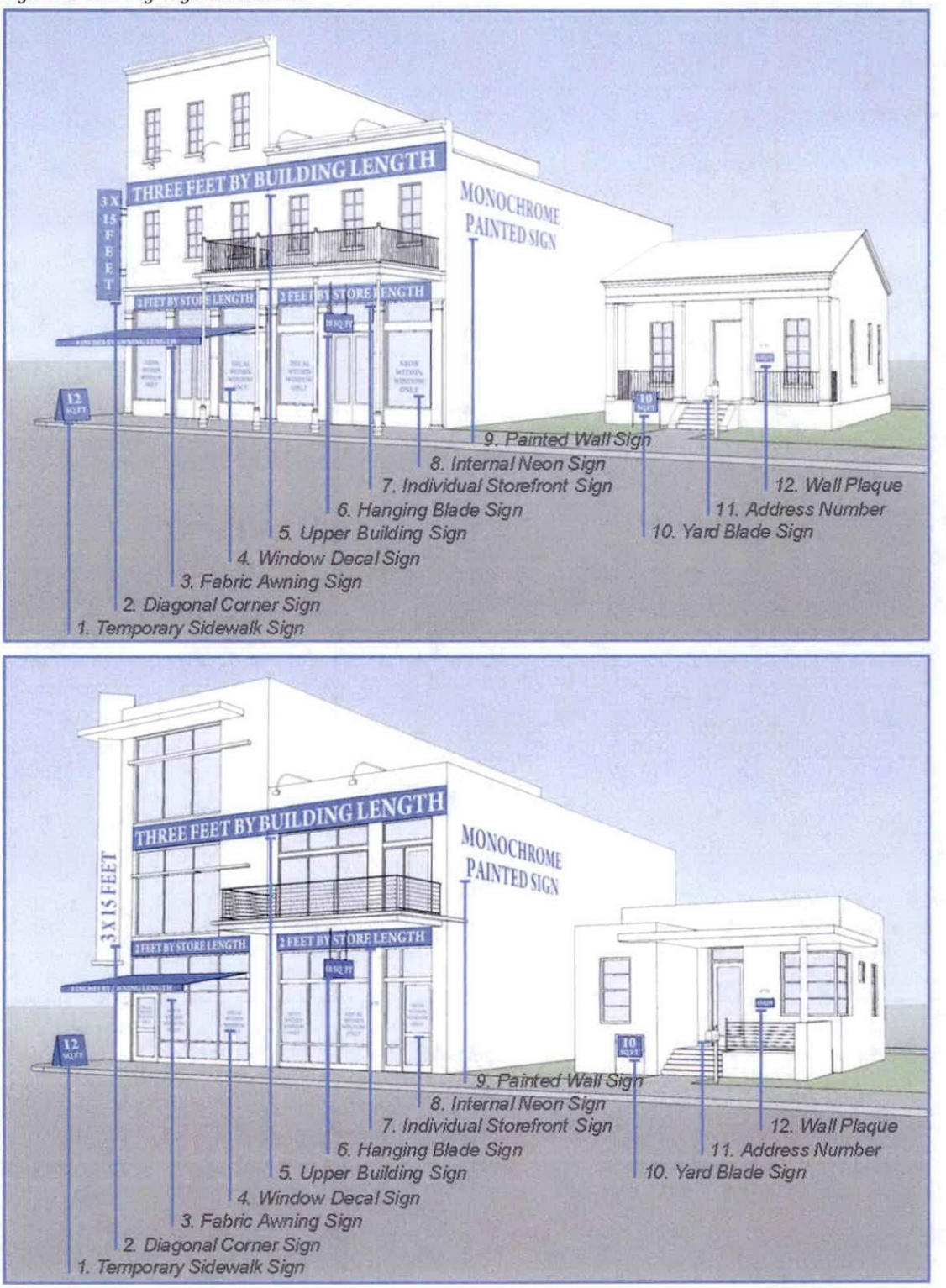
2. Home business signage may be permitted in accordance with Table A-11.1 Signage Standards, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table A-11.1 Signage Standards

Sign Type	Restrictions			
	Number	Area	Copy	Sub-Districts
1. Sandwich Board	1 per business, shall be removed outside of business hours	Maximum 2 feet wide by 3 feet tall. Sandwich board shall not reduce pedestrian passage width to less than 4 feet	No restrictions	T-4, T-5, T-6, SD-WH
2. Diagonal Corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric Awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper Building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3-feet tall by building length, except for buildings fronting Claiborne Street between Civic Center Drive and Canal Street where it may be eight (8) feet tall by the building length.	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging Blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual Storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal Neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH
9. Painted Wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH
10. Yard Blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address Number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
12. Wall Plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum: 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, SD-WH
13. Wayfinding Sign	May be located on right-of-way or private property, 1 per block or site	Maximum 5 ft. tall; Maximum 20 sq.f.t of signage per face, Maximum total of 50 sq.ft. of signage on all faces.	No Restrictions	Allowed on A Streets in T-4, T-5, T-6, SD-WH
14. Monument Sign	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No Restrictions	Allowed in T-4, T-5, SD-WH
15. Free-Standing/Pole Signs	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No Restrictions	Allowed in T-4, T-5, SD-WH
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH
17. Parking Lot Identification Signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH

Figure A-11.1 Signage Standards



Section 12 Definitions

A. Provisions This subsection provides definitions for terms in this Appendix A that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then Department shall determine the correct definition.

A-Streets: Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street".

Accessory Dwelling Unit: A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley: A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets: Those thoroughfares that by virtue of their use, location or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-Streets. See "A-Streets."

Balconies: An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade Sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall.

Brewpub: An establishment licensed as and meeting the qualifications of a Brewpub under the state alcoholic beverage control laws, including Title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building Height: The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a building measured in stories, from finished grade.

Building Placement: The placement of a building on its property.

By Right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater or entertainment venue with less than one hundred-(100) person occupancy load.

Canopy: A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic Parking Reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil Support: Private and non-profit functions that provide essential supports to the municipality.

Colonnade: A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete Demolition: The razing of one or more structure(s).

Commercial: The term collectively defining workplace, office, retail and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage and height.

Corner Property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a Fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "Wall."

Forecourt: A private frontage wherein a portion of the Facade is close to the frontage line and remaining Facade is set back from the frontage line.

Freestanding Sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front Setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments.

Frontage: The portion of a site which faces a street right-of-way or civic space.

Frontage Buildout: The percentage of the property width that is occupied by the building Facade within the front Setback.

Frontage Line: A property line bordering a public frontage or thoroughfare.

Gallery: A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A Gallery may be multiple floors and may have a roof.

Hedge: A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three (3) feet apart.

Historic District: A geographically defined area designated by the City Council in Chapter 44.

Historic District Guidelines: The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44, of the City Code.

Home Office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Liner Building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading Dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron and maneuvering room.

Lodging: A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed & breakfast inns and short-term rentals.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed Use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or *MHDC:* The City Historic Development Commission established by Chapter 44 of the Mobile City Code.

Mobile Tree Act: The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the City.

Mobile Tree Commission: The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument Sign: Ground mounted sign with a maximum height of six feet, where the base is at least 2/3rds of the sign width.

Mural: Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Net Property Area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking Lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking Lot Sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking Structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Portable Retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal Building: The main building on a property, usually located toward the frontage.

Principal Entrance: The main point of access for pedestrians into a building.

Primary Frontage: The frontage of a site that establishes the orientation of the primary façade, and the primary pedestrian access.

Private Frontage: The privately held layer between the frontage line and the required Setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property Coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property Line: The boundary that legally and geometrically demarcates a property.

Property Width: The length of the principal frontage line of a property.

Public Frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear Setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating Plan: Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form based districts such as the DDD.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required Parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary Frontage: A frontage that is not the principal frontage.

Setback: The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service Area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the Facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special District (SD): An area that, by its intrinsic function, placement or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this Appendix.

Stoop: A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy or marquee.

Story: A habitable level within a building excluding a basement.

Streetscreen: A freestanding wall or Fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, Intermediate: Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, Major. A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, Minor. All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall: A barrier, independent of a building, made of masonry materials. See "Fence."

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific

areas or types. Wayfinding signs are not advertisements for individual businesses.

64-069 2022

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Carroll and Jones

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts within the Downtown Development District, be, and the same hereby are, amended so that they now read in full as set forth in the attached.

This amendment of the DDD Code set forth in the Zoning Ordinance, Chapter 64, Section 64-3.I shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code, Ordinance 64-017-2022) shall become effective on the date that the Uniform Development Code becomes effective, as set forth therein.

APPROVED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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
packet	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 3:03 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

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:	Lounge Retail Liquor Class I License
Submitted by:	Club Elegance, LLC
Location:	Club Elegance 208 North Lafayette Street Mobile, AL 36604

Adopted:

_____

City Clerk

Gauthier, Lana

From: Skinner, Shawn
Sent: Tuesday, December 6, 2022 2:49 PM
To: Gauthier, Lana; Karapetyan, Marine; Kennedy, Payton; Lee, Jonathan; Anderson, Logan; Rogers, Payton
Subject: ABC Approval
Attachments: COUNCIL.pdf

Mr. McCovery had an ABC license in the past and surrendered it. Now he would like to re-open the club. Same club name and address.

See attachment for City Council consideration for ABC approval

Application Control Number	**5546**
Date to City Clerk	**11.30.2022**
Applicant Name	**CLUB ELEGANCE LLC**
Company DBA	**CLUB ELEGANCE LLC**
Address	**208 NORTH LAFAYETTE STREET 36604**
License Type Requested	**010 - LOUNGE RETAIL LIQUOR CLASS I**
Agenda Date	**12.13.2022**
License Status	**New License**
Tax Status	**New License - NO renewals/taxes have reported or paic**

Thank you

MOBILE
ALABAMA

Shawn Skinner
Customer Service Supervisor
Revenue Department

City of Mobile
205 Government St. 2nd Floor, S. Tower
Mobile, AL 36644
P.O. Box 3065 (Mobile, AL 36652-3065)
Telephone (251) 208-7865
Fascimile (251) 208-7954
shawn.skinner@cityofmobile.org

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 5546

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 11.30.2022

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:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *CLUB ELEGANCE LLC*

Trade Name: CLUB ELEGANCE

Location: 208 NORTH LAFAYETTE STREET MOBILE AL 36604

This business is located within the City's corporate limits.

Comments:
NEW

AGENDA DATE
12.13.2022

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
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5546

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Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

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010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *CLUB ELEGANCE LLC*

Trade Name: CLUB ELEGANCE

Location: 208 NORTH LAFAYETTE STREET MOBILE AL 36604

This business is located within the City's corporate limits.

Comments:
NEW

AGENDA DATE
12.13.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 12.13.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5546

☑ **NEW APPLICATION**	☐ **TRANSFER-OWNERSHIP**	☐ **TRANSFER-LOCATION**

CLUB ELEGANCE LLC has filed application with the City of
(Name of Applicant)

010 - LOUNGE RETAIL LIQUOR - CLASS I

Mobile Revenue Department for a _____
(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: *CLUB ELEGANCE LLC*

TRADE NAME: CLUB ELEGANCE

LOCATED AT: 208 NORTH LAFAYETTE STREET MOBILE AL 36604

☐ 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 SHAWN SKINNER
(Revenue Department Representative)

CONTACT: NAPOLEON MCCOVERY **PHONE#:** 251.454.2580

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 11.28.2022
Application No: 5546

Type License: ***010 - LOUNGE RETAIL LIQUOR - CLASS I***

Type License: ***N/A***

Name of Applicant(s) ***CLUB ELEGANCE LLC***

Ownership: ***LLC***

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
MCCOVERY, NAPOLEON AL 5402193	MEMBER	12.07.1955 PASAGOULA MS (JACKSON COUNTY)	

Corporate information: _____ (Enter book & page or document info) Date: _____ (Incorporation or Authority) County: _____

Trade Name ***CLUB ELEGANCE***

Location 208 NORTH LAFAYETTE STREET MOBILE AL 36604

Mailing Address 6994 PARK DRIVE DAPHNE AL 36526
(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? LOUNGE/BAR

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. N.M

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? ***YES***

(If YES, explain in Law violation Section) **Signature of applicant** Napoleon

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** Napoleon

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE**_____

The undersigned CLUB ELEGANCE LLC dba CLUB ELEGANCE - NAPOLEON MCCOVERY
(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.

Napoleon
Signature of Affiant

Sworn to and subscribed before, me this 29th day of November Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person NAPOLEON MCCOVERY E-mail: NAP4748@GMAIL.COM

Phone Number: Home: 251.454.2580 Cell: 251.454.2580 Bus: 251.454.2580

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? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity_____ License premises includes patio area *N/A*

Square Footage 3800

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

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
MCCOVERY, NAPOLEON AL 5402193	DRIVING UNDER THE INFLUENCE (DUI)	07.14.2012 BALDWIN COUNTY SHERIFF	

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: _____

Lease /Property Ownership

Name of Property Owner/Lessor: SENECA MCCOVERY 251.345.4481

Address of Property Owner/Lessor: 28077 4TH AVENUE DAPHNE AL 36526

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) _____

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1428786
Owner Name	CLUB ELEGANCE LLC

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

031065-0010 SHAWN S. 11/29/2022 09:22AM

BUSINESS LICENSE
CLUB ELEGANCE LLC
123731
2022 Item: 1428786
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal	50.00
Fee: CC FEE	1.50
Total	51.50
CREDIT CARD	51.50
Ref Number APPR 457856 - 9285	
Change due	0.00

Paid by: CLUB ELEGANCE LLC

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000002
Batch #: 678
11/29/22 09:16:10
APPR CODE: 457856
Trace: 2
VISA Chip
**********9285

AMOUNT $51.50

APPROVED
X
RECOVERY/SENECA

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000002
Batch #: 678
11/29/22 09:16:10
APPR CODE: 457856
Trace: 2
VISA Chip

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221201151127645

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I
State: $300.00 **County:** $300.00

Type License:
State: **County:**

Trade Name: CLUB ELEGANCE
Filing Fee: $50.00

Applicant: CLUB ELEGANCE LLC
Transfer Fee:

Location Address: 208 N LAFAYETTE ST MOBILE, AL 36604

Mailing Address:

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 6696 617

Do you sell Draft Beer?:

Date Incorporated: 09/07/2010 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 09/07/2010

Federal Tax ID: 27-3368661 **Alabama State Sales Tax ID:** r007280486

Name:	Title:	Date and Place of Birth:	Residence Address:
NAPOLEAN MCCOVERY 5402193 - AL	MEMBER	12/07/1955 PASCAGOULA MS	

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: SENECA MCCOVERY
Business Phone: 251-753-2771
Fax:

Home Phone: 251-753-2771
Cell Phone: 251-753-2771
E-mail: LILTURTLESM@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221201151127645

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: CLUB ELEGANCE LLC 251-753-2771
What is lessors primary business? ASPHALT AND CONCRETE
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? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4000 Display Square Footage:
Building seating capacity: 310 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
NAPOLEAN MCCOVERY	LARC OF PROPERTY 1ST DEGREE 2 CTS 03/11/1998	BALDWIN CO SHERIFFS DEPT	NOLLE PROSSED
NAPOLEAN MCCOVERY	DUI 07/14/2012	BALDWIN COUNTY SHERIFF	NOLLE PROSSED
NAPOLEAN MCCOVERY	DUI 05/19/2003	MOBILE POLICE DEPARTMENT	PAID FINE

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221201151127645

Initial each — **Signature page**

Initial each	
N, M	In reference to law violations, I attest to the truthfulness of the responses given within the application.
N, M	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
N, M	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 or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
N, M	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.
N, M	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.
N, M	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.
N, M	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): Napoleon McCloud X

Signature of Applicant: Napoleon X

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221201151127645

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: APPLICANT N, M AND LANDLORD ARE THE SAME PERSON

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	CLUB ELEGANCE	*Applicant:*	CLUB ELEGANCE LLC
Location:	208 N LAFAYETTE ST MOBILE AL 36604	*License Type:*	010
Contact:	NEPOLEAN MCCOVERY	*ABC Staff:*	SANDY DURHAM
Telephone:	251-753-2771	*Date:*	12/1/2022

***IMPORTANT NOTE:** Applicants must provide all the items (if applicable) below before the ABC license can be issued.*

1.	X	Filing Fee	$50.00		
2.	N/A	Transfer Fee			
3.	N/A	Appliction			
4.	N/A	Transfer Agreement			
5.	N/A	Current ABC License & Current Owner Driver License			
6.		Lease/Deed			
		Is the correct Applicant's name on the lease/deed?			
		Is the Address correct on the lease/deed?			
		Are the Terms of the lease clear?			
		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.	X	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	12/7/2022		
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			
	X	Birth Certificate/US Passport (Color Copy)			
		Naturalization (color copy needed)			
		Perm Resident Card (color copy front & back)			

24.	X	State of Residence / FBI Background Check			
25.		Co Health Dept. Permit/Inspection (On-premise locations only)			
26.	N/A	City Business License (Required for tobacco only locations.)			
27.	X	Insurance			
28.	N/A	Current Owner Insurance			
29.		License Fe	**$600.00**		
30.		City/County Approval			

Before December 7, 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 will expire on April 1, 2023

** 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

n/a	*Save Program*	*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

INFORMATION SHEET

Contact Person: Napoleon McCovery **Phone #** 251-454-2580

Business Name: Club Elegance LLC

Corporation Name: Club Elegance, LLC

Business Address: 208 N Lafayette St Mobile, AL 36604

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. Book-16896 Page 167 **County** Mobile;
(Enter book and page or document info)

Date 9/1/10
(Incorporation or Authority)

Is business equipped with table & chairs? Yes **Building seating capacity:** 310

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

Square Feet of building 4,050

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?** NO
⇒ **How many paid-up members are there in the Club?** 0
⇒ **Are regular meetings held?** _____ **If so, when?** NO
⇒ **Is business conducted through officers regularly elected?** NO
⇒ **Are members admitted by written application, investigation & ballot?** NO
⇒ **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?** Yes
⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** No
⇒ **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?** No.

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): Club Elegance LLC
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*) Napoleon B McCovery

Social S B Sex: (✓)M ( )F

Driver License State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 12 / 7 / 55

Place of Birth Jackson MS USA
County *State* *Nation*

Present Addr
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 20+ Home Cell# 251-454-2580

****

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
Napoleon McCovery	3-11-98	Poss-of-Prop	1st Deg Baldwin	Nolle Prossed
Napoleon McCovery	5-19-03	DUI	Mobile	
Napoleon McCovery	7-14-12	DUI	Baldwin	

I certify that the above information is correct and true.

Signature & Title

Date: 10-27-20

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Seneca McCovery
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 28077 4th Ave Daphne, AL 36526

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.

FORM A

Name: Napoleon McCovery Account #_____

Business Name: Club Elegance, LLC

Business Location and Tax ID No.: 209 N Lafayette St Mobile, AL 36604

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Napoleon McCovery ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date _____

_____

Declarant's Signature

2010051532 Book-6696 Page-617
Total Number of Pages: 2

ARTICLES OF ORGANIZATION

OF

CLUB ELEGANCE, L.L.C.

a Limited Liability Company

Organized Under the Laws of the State of Alabama

The undersigned, acting as the organizer of a Limited Liability Company under the Alabama Limited Liability Company Act (the "Act"), hereby adopts the following Articles of Organization for CLUB ELEGANCE, L.L.C. (hereinafter called the "Company").

1. The name of the Company is CLUB ELEGANCE , L.L.C.
2. The Company shall continue in existence until it is dissolved in accordance with the provisions of the operating agreement, or, if there is no operating agreement or no provision in the operating agreement governing the duration of the Company, then in accordance with the Alabama Limited Liability Company Act, or other applicable laws.
3. The Company is organized for the purpose of engaging in the business of entertainment and night club, and for any other lawful purpose or purposes including, without limitation, those purposes and powers set forth in *Section 10-12-4, Code of Alabama (1975)*.
4. The physical address of the initial registered office is 208 North Lafayette St., Mobile, Alabama 36604 and the name of the initial registered agent of the Company at such address is Napoleon McCovery.
5. The name and address of the initial member of the Company is:

   NAPOLEON MCCOVERY
   208 NORTH LAFAYETTE ST.
   MOBILE, AL 36604

6. Initial members of the Company may admit additional members at such times and upon such terms and conditions as may be agreed upon by the Company and the additional members.
7. The Legal existence and business of the Company may be continued by the written consent of all the remaining members within thirty (30) days after an event of this association of a member.
8. The Company shall be managed by one or more members. The name and mailing address of the initial manager, who shall serve as manager until the first annual meeting of the members of the Company or until his successor is duly elected is:

NAPOLEON MCCOVERY
208 NORTH LAFAYETTE ST.
MOBILE, AL 36604

IN WITNESS WHEREOF, these Articles of Organization have been executed on this the 1 day of Sept 2010, by the undersigned.

Napoleon McCovery, MEMBER

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Napoleon McCovery, whose name is signed to the foregoing Articles of Organization, who is known to me, acknowledged before me on this day, that being informed of the contents of said Articles of Organization, that he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of Sept, 2010.

NOTARY PUBLIC
My Commission Expire

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 22, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared by:
N. BRUCE MOSELEY
ATTORNEY AT LAW
605 BEL AIR BLVD., STE. 27
MOBILE, AL 36606
(251) 445-0912

State of Alabama-Mobile County
I certify this instrument was filed on:
September 7, 2010 @ 1:30:45 PM

RECORDING FEE	$35.00
S.H. FEE	02.00
RECORDING FEES	01.00
TOTAL AMOUNT	$38.00

20100051532
Don Davis, Judge of Probate

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0458604071
Sep. 29, 2022 LTR 147C D
27-3368661 000000 00
00009180
BODC: SB

CLUB ELEGANCE LLC
NAPOLEAN MCCOVERY SOLE MBR
208 N LAFAYETTE ST
MOBILE AL 36604-1503

018390

Employer identification number: 27-3368661

Dear Taxpayer:

Thank you for your inquiry of Sep. 20, 2022.

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

Your employer identification number (EIN) is 27-3368661. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

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

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

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

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

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

T US

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CLUB ELEGANCE LLC
208 N LAFAYETTE ST
MOBILE, AL 36604-1503

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R007280486	10/1/2022	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.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jane W. Heatherton

Deputy Commissioner

Copyright © ALDOR, all rights reserved. Please read our terms of use.

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 Lounge / Night Club
(Type of business)

Club Elegance LLC / Napoleon McCovery
(Name of applicant whether individual, corporation, etc.)

208 N Lafayette St
(Location address for application)

Mobile City | AL State | 36604 Zip

~~4,850 sq ft~~ 3,800 SF
(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 & R-1

Parking Provided **44 approved parking spaces

Parking Required 39

Compliance: X Yes _____ No

A. Logan Anderson
(Signed by Urban Development Dept)

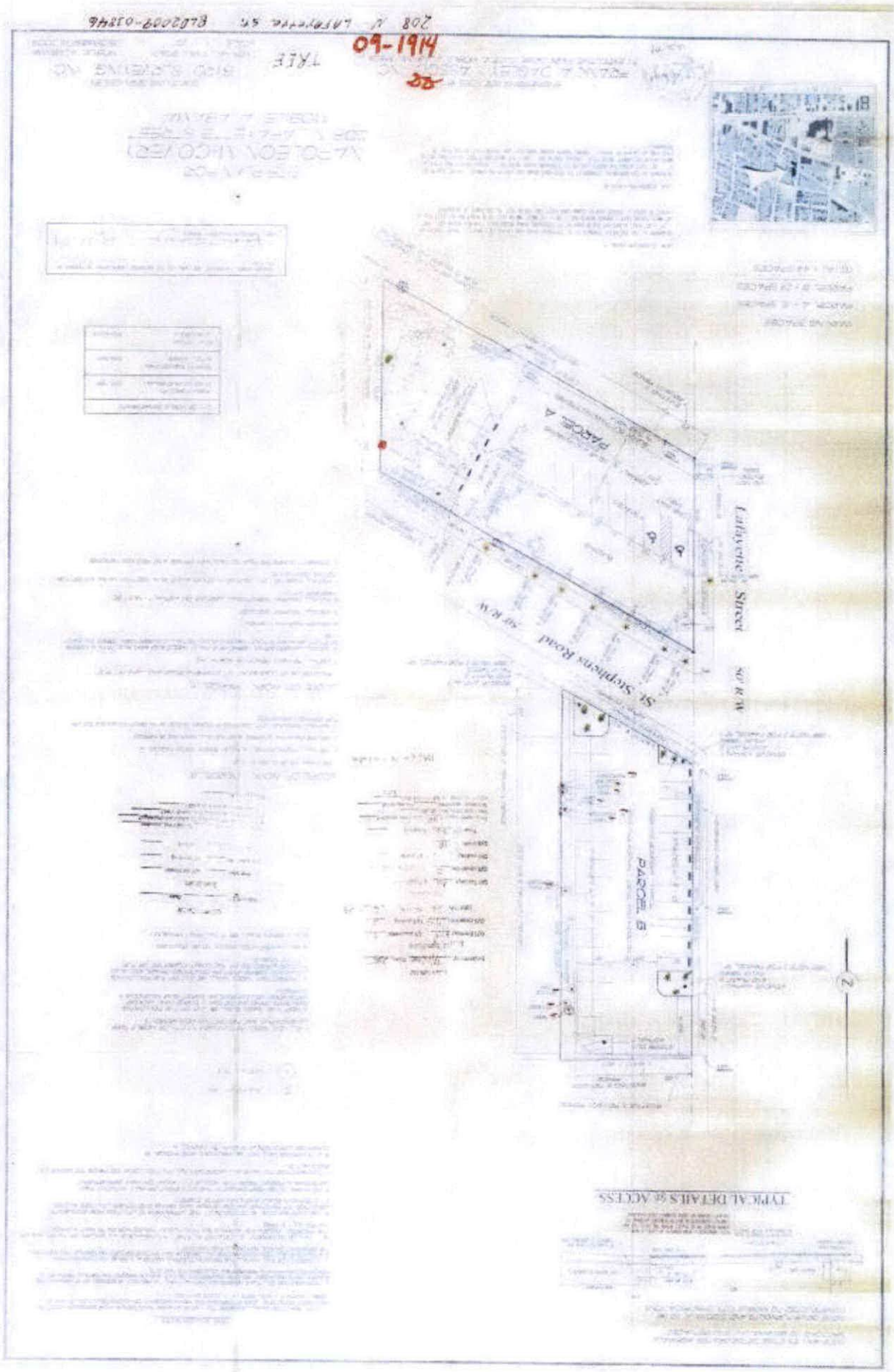
11/04/2022
Date

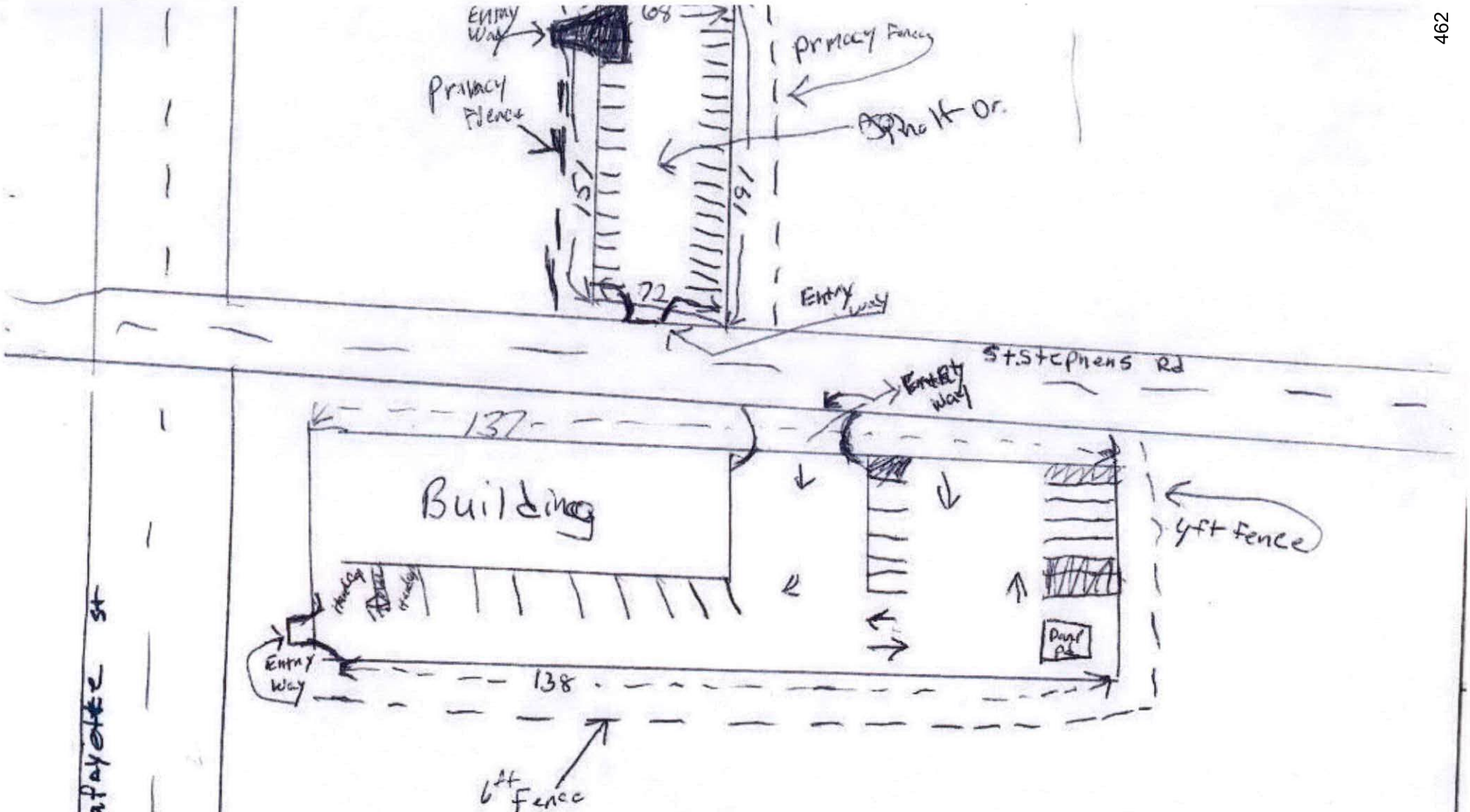
* The site is the subject of variance approval (variance #5531)

** The parking area has been modified to no longer be in compliance with variance #5531. The addition of parking spaces on the South side of the existing parking lot creates a traffic circulation issue. However, the minimum number of required parking spaces are provided.

8

09-1914





208 N Lafayette St
Moore, AT 81644

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) Beg at the SE COR of Lafayette St & Skeppers Rd & TH Run SELY 188.05 FT ALG S ROW/L of SD St St Skeppers Rd TO A PT TH W/INT ANG of 114DEG 18MIN 34 SEC Run SLY 49.88 ft to a PT TH W/INT ANG 61 DEG 34 MIN 54 SEC Run NWLY 187.29FT TO A PT THE ROW/L of SD N Lafayette ST TH W/INT ANG of 114DEG 19M 30 SEC Run NLY 50.03 FT ALG AD E ROW/L OF NORTH Lafayette ST TO TH POB. DBK 164 NS PG 344 & 345 #SEC 25 T 4S R1W #MP29 07 25 0 005

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Napoleon McCoy who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 27th day of October, 2022.

Notary Public	Property Owner	10-27-22 Date
8-17-2025 My Commission Expires	Licensee	Date

JENNIFER L. ANDERSON NOTARY PUBLIC Comm. Expires Aug. 17, 2025 ALABAMA STATE AT LARGE

1100
19350
0450
1000
1450
200
11650

PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR SURVEY

2018050186 1/4
Bk: LR7674 Pg:473
Document Type: D

STATE OF ALABAMA
COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, NAPOLEON McCOVERY, a single man, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN ($10.00) DOLLARS and other valuable considerations this day cash in hand paid to me by SENECA McCOVERY, a married man, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, in fee simple, and to his successors and assigns, together with every contingent remainder and right of reversion, all of her interest in and to the following described real estate situated in Mobile County, Alabama, to-wit:

PARCEL A: Commencing at a point on the South side of St. Stephens Road 128 feet East of the intersection of St. Stephens Road with Lafayette Street, thence running Eastwardly along the East side of St. Stephens Road 60 feet for a front, thence Southwardly 100 feet, thence Westwardly and running parallel with St. Stephens Road 60 feet, thence Northwardly 100 feet to a point of beginning, according to a survey made by Alter S. Towle, City Engineer, March 30, 1906.

PARCEL B; Beginning at the Northeast corner of Lafayette Street and St Stephens Road, thence East along the North side of St. Stephens Road 78 feet, thence Northwardly, parallel with Lafayette Street, 191 feet, thence Westwardly to the East line of Lafayette Street, thence Southwardly along the East line of Lafayette Street , 151 feet to the point of beginning.

SUBJECT TO: (a) Encroachment into the right of way of St. Stephens Road also known as US Highway 45; and (b) Building setback line and drainage and utility line

and administrators, covenant with said Grantee, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same unto the said Grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set her hand and seal on this the 19th day of July, 2018.

Napoleon McCovery

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Napoleon McCovery, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 19th day of July, 2018.

D. Parker Sweet
NOTARY PUBLIC
My commission expires: 2020-03-14

GRANTOR(S) ADDRESS:
6994 Park Drive
Daphne AL 36526

GRANTEE(S) ADDRESS:
28079 9th Ave
Daphne AL 36526

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

10/21/22
Date

Seneca McCovery
Owner of Property (Signature)

Seneca McCovery
Print Name of Property Owner

City State

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

10/21/22
Date

Applicant's Signature

Nicholson McCovery
Print Name of Applicant

City State

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 #	5546
Business Name	CLUB ELEGANCE LLC
Company DBA	CLUB ELEGANCE LLC
Business Address	208 NORTH LAFAYETTE STREET 36604
License Type	010 - LOUNGE RETAIL LIQUOR CLASS I
Post Date	11.29.2022
Agenda Meeting Date	12.13.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
12/13/2022

Renewal Date of Contract:
12/13/2022

Funding Source

Project # 906 Donald Street - ME-079-22 **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
906 Donald Street	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	12/8/2022 - 2:03 PM

MUNICIPAL ENFORCEMENT DIVISION
December 6, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, December 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **906 DONALD STREET** OWNED BY OR MAY HAVE AN INTEREST: **UNIQUE ENTERPRISES WORLDWIDE, LLC,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 024 008
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **906 Donald Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **906 Donald Street** described as:

TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 008

Last Assessed to: UNIQUE ENTERPRISES WORLDWIDE, LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **secured/*demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

906 DONALD ST

Property Details

PARCEL KEYX	00691674	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	65	SCORE DISCRIPTION	Demo

Notes

TC

Burn

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/18/22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 10/29/2022

Property Address: 906 Donald Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Unique Enterprises Worldwide, LLC
C/O Charlene Sims
1230 Sudan Street
Mobile, Alabama 36693-4401

October 28, 2022

RE: **906 Donald Street**
Project Number: ME-079-22

Dear Charlene Sims:

On October 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 906 Donald Street.

I. **PROPERTY** The legal description of the Property is as follows:

TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 008

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 2, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 2, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on December 13, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

2022/12/02

2022/12/02

2022/12/02

2022/12/02

2022/12/02

2022/12/02

2022/12/02

Affidavit of Mailed Notice

Date: December 13, 2022

State of Alabama
County of Mobile

Subject Property – 906 Donald Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 906 Donald Street Date: August 26, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 19, 2022

Per the Title Report, the owner is: Unique Enterprises Worldwide, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Unique Enterprises Worldwide, LLC Charlene Sims 1239 Sudan St Mobile AL 36693-4401	Owner Phone number 251-767-0036 Phone number 251-214-9755 Phone number 251-545-8221 Phone number 800-996-4457
2	Unique Enterprises Worldwide, LLC Charlene Sims 906 Donald St Mobile AL 36617	Subject Property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Unique Enterprises Worldwide recorded 8/11/2022 instrument number 2022052936

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Demolition of Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
12/13/2022

Renewal Date of Contract:
12/13/2022

Funding Source

Project # 1812 Legrande Drive - ME-074-22 **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
1812 Legrande Drive	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	12/8/2022 - 2:04 PM

MUNICIPAL ENFORCEMENT DIVISION
December 6, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, December 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1812 LEGRANDE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **NATHANIEL & SHIRLEY OAKLEY,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 01 01 2 003 067
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1812 LeGrande Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1812 LeGrande Drive** described as:

LOT 75 BEAU TERRA SUB 2ND UNIT MBK 8 PG 94 #SEC 1 T4S R2W #MP28 01 01 2 003

Parcel Number: 29 01 01 2 003 067

Last Assessed to: NATHANIEL & SHIRLEY OAKLEY

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1812 LE GRANDE DR

Property Details

PARCEL KEYX	00423633	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	

Property Score

SCORE	61	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7/11/22

Notice Sent for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 10/29/2022

Property Address: 1812 Le Grande Drive **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Nathaniel & Sheila Oakley
4241 Raintree Road S
Eight Mile, Alabama 36613-3721

October 28, 2022

RE: **1812 Le Grande Drive**
Project Number: ME-074-22

Dear Nathaniel & Sheila Oakley:

On October 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1812 Le Grande Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 75 BEAU TERRA SUB 2ND UNIT MBK 8 PG 94 #SEC 1 T4S R2W #MP28 01 01 2 003

Parcel Number: 28 01 01 2 003 067

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 2, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 2, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on December 13, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NOTICE
2022/12/02

2023/12/02

2022/12/02

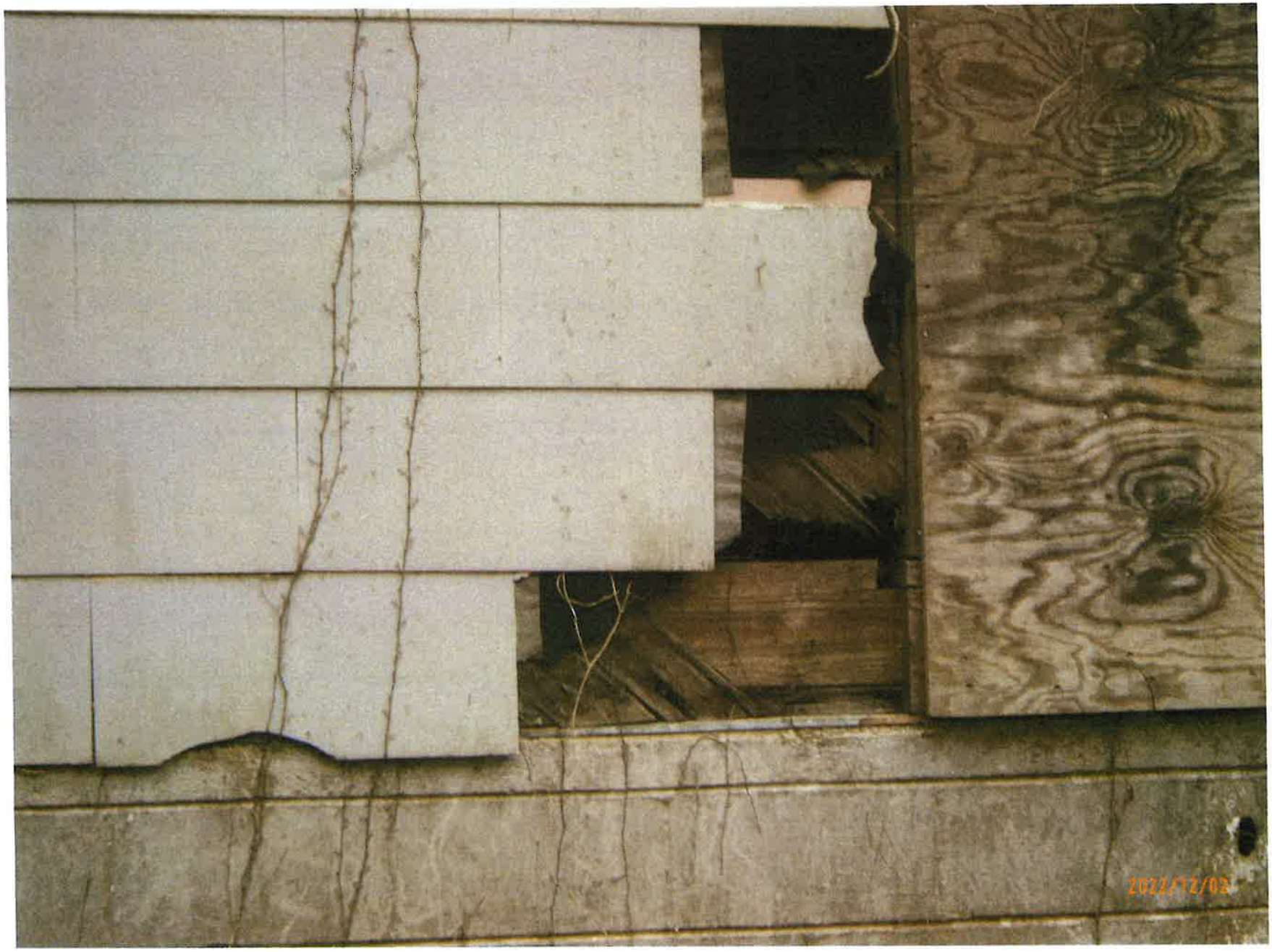
2022/12/02

2022/11/02

NUISANCE ABATEMENT **1812 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**

2022/12/02

2022/12/02


2022/12/02

NUISANCE ABATEMENT **1812 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**

2022/12/02

Affidavit of Mailed Notice

Date: December 13, 2022

State of Alabama
County of Mobile

Subject Property – 1812 LeGrande Drive

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1812 Legrande Drive** Date: August 29, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 10, 2022

Per the Title Report, the owner is: Nathaniel Oakley and Sheila Oakley

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nathaniel & Sheila Oakley 4241 Raintree Rd S Eight Mile AL 36613-3721	Owners per unrecorded deed Phone number 251-473-0806 Phone number 251-605-4380
2	Nathaniel & Sheila Oakley 1812 Legrande Dr Mobile AL 36618	Subject property
3	David Ross & Virginia Garrett Druhan 228 Rochester Rd Mobile AL 36608-2237	Fee Simple Owner Phone number 251-380-9484 Phone number 251-342-8642

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

4	Elavon, Inc 2 Concourse Pkwy Ste 800 Atlanta GA 30328	Elavon, Inc vs Quality Paving and Concrete (owner Nathaniel Oakley) recorded 5/20/2019 instrument number 2019027607
5	Alto Lee Teague IV, Esq PO Box 11405 Birmingham AL 35202	Plaintiff's Attorney for instrument number 2019027607

6	Internal Revenue Service Centralized Lien Operation P.O. Box 145595 Stop 8420G Cincinnati, OH 45250-5595	IRS vs David R Druhan recorded 2021021932 Instrument number 2021021932 serial number 428191821

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile Vs Nathaniel & Shelia Oakley recorded 8/11/2022 Instrument Number 2022052926

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Cooridinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
12/13/2022

Renewal Date of Contract:
12/13/2022

Funding Source

Project # 1705 Northview Drive - Me139-22 **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
1705 Northview Drive	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	12/8/2022 - 2:04 PM

MUNICIPAL ENFORCEMENT DIVISION
December 5, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, December 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1705 NORTHVIEW DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **TYMON DANETT WALLACE,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 01 02 4 001 052
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1705 Northview Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1705 Northview Drive** described as:

N 1/2 OF LOT 4 NORTHVIEW SUB EXC N 2 FT MBK 4 P 604 #SEC 02 T4S

Parcel Number: 28 01 02 4 001 052

Last Assessed to: TYMON DANETT WALLACE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1705 NORTHVIEW DR

Property Details

PARCEL KEYX	00428335	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	~~N~~ Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	

Property Score

SCORE ~~10~~ 50

SCORE DISCRIPTION Stabilize

Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/22/22

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 10/29/2022

Property Address: 1705 Northview Drive **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Tymon Danett Wallace
567 Leamore Court
Mobile Alabama 36617-3119

October 28, 2022

RE: **1705 Northview Drive**
Project Number: ME-139-22

Dear Tymon Danett Wallace:

On October 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1705 Northview Drive.

I. **PROPERTY** The legal description of the Property is as follows:

N 1/2 OF LOT 4 NORTHVIEW SUB EXC N 2 FT MBK 4 P 604 #SEC 02 T4S R2W #MP28 01 02 4 001

Parcel Number: 28 01 02 4 001 052

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 2, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 2, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on December 13, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1705 NORTHVIEW DRIVE** **AGENDA PHOTOS / DW**

2022/12/02

NUISANCE ABATEMENT 1705 NORTHVIEW DRIVE AGENDA PHOTOS / DW

2022/12/02

2022/12/02

NUISANCE ABATEMENT **1705 NORTHVIEW DRIVE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1705 NORTHVIEW DRIVE** **AGENDA PHOTOS / DW**

2022/12/02

2022/12/02

NUISANCE ABATEMENT **1705 NORTHVIEW DRIVE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1705 NORTHVIEW DRIVE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: December 13, 2022

State of Alabama
County of Mobile

Subject Property – 1705 Northview Drive

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1705 Northview Drive Date: September 19, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 15, 2022

Per the Title Report, the owner is: Tymon Danett Wallace

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tymon Danett Wallace 4359 Eastview Dr Mobile AL 36618-1858	Owner Phone number 251-479-3654 Phone number 251-586-5342
2	Tymon Danett Wallace 567 Leamore Ct Mobile AL 36617-3119	Secondary Address
3	Tymon Danett Wallace 1705 Northview Dr Mobile AL 36618-1801	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages:

BBVA Compass Bank
P.O. Box 11631
Birmingham, AL 35202

Mortgage for Tymon Danett Wallace recorded 12/10/2020 instrument number 2020075012

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	2 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	5 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	1 Case
Council District 6	Scott Jones	2 Cases
Council District 7	Gina Gregory	3 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien 1629

Effective Date of Contract:

12/13/2022

Funding Source

Project # Weed Lien Group 1629 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien 1629	Backup Material	12/7/2022
Resolution	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date

Municipal Enforcement	Gauthier, Lana	Approved	12/8/2022 - 1:53 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **December 6, 2022**

SUBJECT: **Weed Lien Group 1629 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1629.** Please place these on the City Council's Agenda for **Tuesday, December 13, 2022.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **SMITH DESMA E**

Address: **957 PINEMONT DR**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1629** Item # **1**

Lot Description: **LOTS 14 & 15 PINEHURST DELANEYS ADD TO SPRINGHILL ALSO KNOWN AS MOBILE HGTS DBK 138/118 ET SEQ #SEC 28 T4S R2W #MP28 08 28 1 002 (28 08 28 1 002 102.XXX) 957 PINEMONT DR**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	13,824	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **WATTS DARYLE L &**

LAVONNA A HERNANDEZ

Address: **7216 KYLE COURT #53**

City, State, Zip: **COTTONDALE, AL 35453-2176**

Group Number: **1629** Item # **2**

Lot Description: **TH PCL OF LAND IN NO 3 IN 1ST ADD OF TH MCVOY TRT T5S R1W BEG AT A PT WHICH IS 347.5 FT N OF TH S/L OF SD LOT 3 & 1599.28 FT W OF SEC /L DIV SECS 20 & 21 IN SD TWP & RANGE SD POB BEG 282 FT N OF TH N/L OF GULF CLUB RD RUN TH N 89 DEG & 52 MIN W A DIS OF 180 FT TH N 129 FT TH S 89 DEG & 52 MIN E TH S 129 FT TO POB SD PPTY BEG FURHTER DESC AS BEG A PT OF LOT 33 IN LOT 3 OF TH 1ST DIV OF TH MCVOY TRT RIVER DIV OF SHORE ACRES ACC DBK 156 PG 70-71 & BEG A PT OF TH SAME PPTY CONVD TO JAMES W OCONNOR BY E G NEWMAN & DOROTHY D NEWMAN BY DEED DTD 02/02/51 & REC IN DBK 542 PG 233 #SEC 40 T5S R1W #MP32 08 40 0 003 (32 08 40 0 003 049.XXX) 3412 MAUREEN DR**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		17,189	$	0.0125	$	**214.86**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		5	$	3.00	$	**15.00**
Debris Removal	Cubic Yard	40	$	7.00	$	**280.00**
		Total Project Cost:			$	**559.86**

Shelia Edgar
SECRETARY

Maybeth Inda
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **HOWARD MILFRED E**

Address: **24154 GOLDEN ROD LANE**

City, State, Zip: **ELBERTA, AL 36530**

Group Number: **1629** Item # **3**

Lot Description: **COMG WHERE E/L DAUPHIN ISLAND PKWY INTERSECT S/L DEASON SUB MTG BK P 483 TH RUN SWLY ALG E/L SAID PKWY 620 FT(S) TO POB TH CONT ALG E/L OF PKWY 162.8 FT TH RUN ELY 2278 FT(S) TO W/L PARK RD TH RUN NELY ALG W/L PARK RD TH RUN NELY ALG W/L OF PARK RD 168 FT(S) TH RUN WLY 2300 FT(S) TO POB PPTY PT LOT 7 2ND DIV MCVOY TRT DBK 5 PG 8 #SEC 40 T5S R1W #MP32 12 40 0 008 (32 12 40 0 008 004.XXX) 4390 PARK RD**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		20,834	$	0.0125	$	260.43
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	415.43

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **CROCKETT BERNICE L**

C/O RICHARD CROCKETT

Address: **8599 SWISHER CREEK XING**

City, State, Zip: **NEW ALBANY, OH 43054-8385**

Group Number: **1629** Item # **4**

Lot Description: **BEG INT OF S/S & W/S CEDAR CRESCENT DR & W/L CAMPBELL TRT RUN SLY ALG W/L 720 FT (S) TH WLY 49 FT(S) TO POB TH SWLY 200 FT(S) TH ELY 408 FT(S) TH NELY 118 FT(S) TH WLY 28 FT(S) TH NELY 118 FT(S) TH WLY 461 FT(S) TO POB BEING PART OF LOTS 3 & 4 CAMPBELL TRT MBK 1 P 10 A/K/A PART OF LOTS 1 & 2 CARRIE FRAZIER S/D #SEC 40 T5S R1W #MP32 05 40 0 003 (32 05 40 0 003 009.XXX) 0 CEDAR CRESCENT DR/DAUPHIN ISLAND PKWY**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000		*	$	125.0000	#VALUE!
Standard Rate	14,400	*	$	0.0125	#VALUE!
Adminitration Fee	Each	*	$	50.00	#VALUE!
Per Spare Tire		*	$	3.00	#VALUE!
Debris Removal	Cubic Yard	*	$	7.00	#VALUE!
		Total Project Cost:			#VALUE!

Sheila E Green
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **MOSS GREGG A**
Address: **2163 ROBINSON DR**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1629** Item # **5**

Lot Description: **LOT 23 BLK A DOG RIVER HGTS MBK 4 P 18 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 033.XXX) 2163 ROBINSON DR**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022
Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,758	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	210.00

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner:	**Alabama Dept. of Revenue**		
	ATTN: Shelly Tice		
	Property Tax Division		
Address:	**P. O. Box 327210**		
City, State, Zip:	**Montgomery, AL 36132-7210**		
Group Number:	**1629**	Item #	**6**

Lot Description: **THAT PORTION OF LOT A PRAYER TABERNACLE EARLY CHURCH OF JESUS CHRIST S/D MAP BOOK 128 PAGE 7 FORMERLY KNOWN AS LOT 10 BLK 5 MECHEM & SAGE 2ND SUB OF LAFARGUE TRT DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 304.XXX) 1218 JESSIE ST**

Nuisance Date:	6/14/2022	Posting Date:	7/12/2022	Hearing Date:	7/19/2022
Date lot was cut:	//2022	Contractor:			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,000	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **MOHAJER 12 CORP**

Address: **7132 CHARLESTON POINT CT**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1629** Item # **7**

Lot Description: **COM AT NE COR OF SEC 35 T4S R2W RUN S 01 DEG 17 MIN W 40 FT TO PT ON S RWL OF PLEASANT VALLEY RD TH ALG SD E RWL OF PLEASANT VALLEY RD RUN N 89 DEG 43 MIN W 2889.84 FT TO POB TH CONT N 89 DEG 43 MIN W ALG SD S/L OF PLEASANT VALLEY RD RUN 212.97 FT TO PT ON CURVE OF A CURVE TO LT HAVING CENTRL ANG 120 EG 46 MIN & RAD OF 22.74 FT TH ALG ARC OF SD CURVE RUN SW 25.78 FT TO PT WHCIH BEARS S 57 DEG 51 MIN 40 SEC W 24.38 FT FROM LAST DESC PT SD PT BEING ON NE RWL OF A 50 FT SVC RD ALG NE SIDE OF AZALEA RD TH ALG SD NE/L OF SVC RD RUN S 30 DEG 29 E 228.24 FT TH RUN N 56 DEG 06 MIN E 141.23 FT TH RUN N 00 DEG 17 MIN E 130 FT TO POB #SEC 35 T4S R2W #MP28 07 35 2 001 (28 07 35 2 001 008.XXX) 507 AZALEA ROAD**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	31,029	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Edwan
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner:	**CHRISTEN CONSTRUCTION SERVICES LLC**		
Address:	**6590 TUNG AVE W**		
City, State, Zip:	**THEODORE, AL 36582-6136**		
Group Number:	**1629**	Item #	**8**

Lot Description: **LOT 52, 2ND ADD WEST PARK MANOR MBK 11 P 148 #SEC 08 T4S R2W #MP28 03 08 4 002 (28 03 08 4 002 051.XXX) 1153 ANDERS DR**

Nuisance Date:	6/14/2022	Posting Date:	7/12/2022	Hearing Date:	7/19/2022
Date lot was cut:	//2022	Contractor:			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,861	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheliа E Dean
SECRETARY

Marchita Jute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **WILLIAMSON JOAN**

Address: **4752 KATY LN**

City, State, Zip: **JACKSONVILLE, FL 32257**

Group Number: **1629** Item # **9**

Lot Description: **LOT 20 SPRING VALLEY SUB UNIT 1 MBK 18 P 35 #SEC 12 T5S R2W #MP33 01 12 2 000 (33 01 12 2 000 010.XXX) 1363 AZALEA RD**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,196	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheli a Edwards
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **PACKER STROTHER LOUIS III & CLAUDIA M**

C/O AVERY ROBINSON

Address: **1562 WEST AVE**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1629** Item # **10**

Lot Description: **LOT 8 BLK 2 URQUHART TRT DB K 103 N S P 492 #SEC 28 T4S R1W #MP29 10 28 1 001 (29 10 28 1 001 095.XXX) 358 GORDON ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,250	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	12	$	7.00	$	84.00
		Total Project Cost:			$	259.00

Sheila E. Drew
SECRETARY

Marchette Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **PACKER STROTHER LOUIS III & CLAUDIA M**
C/O AVERY ROBINSON
Address: **1562 WEST AVE**
City, State, Zip: **MOBILE, AL 36604**
Group Number: **1629** Item # **10**

Lot Description: **LOT 8 BLK 2 URQUHART TRT DB K 103 N S P 492 #SEC 28 T4S R1W #MP29 10 28 1 001 (29 10 28 1 001 095.XXX) 358 GORDON ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022
Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,250	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	12	$	7.00	$	84.00
		Total Project Cost:			$	259.00

Sheila S Dean
SECRETARY
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **J R REID ENTERPRISES LLC**
Address: **7550 MOFFETT RD**
City, State, Zip: **MOBILE, AL 36618-4132**
Group Number: **1629** Item # **11**

Lot Description: **LOTS 52-53-54-55 MECHEM & BLAIR SUB PART OF SE 1/4 DBK 117 P 221 #SEC 18 T4S R1W #MP29 08 18 4 003 (29 08 18 4 003 025.XXX) 56 LEFEVRE ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	25,225	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **SPURLOCK RONALD PRICE**

AND BEATRICE M SPURLOCK FAMILY TRUST

Address: **P. O. BOX 487**

City, State, Zip: **COLTON, CA 92324-0487**

Group Number: **1629** Item # **13**

Lot Description: **LOT 6 BLK 36-D LAND DISPOSAL MAP UNIT 9 MAP 2 CENTRAL TEXAS ST AREA PROJ ALA R-38 MBK 26/44 #SEC 38 T4S R1W #MP29 10 38 0 002 (29 10 38 0 002 025.XXX) 458 BAYOU ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	11,202	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Edwards
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **RICE VINCENT N, BERNADINE RICE & MELISSA RICE**

Address: **6959 SUPERIOR STREET CIR**

City, State, Zip: **SARASOTA, FL 34243-5308**

Group Number: **1629** Item # **14**

Lot Description: **STMG SW COR TEXAS & DUNHAM STS TH WLY 300 FT TO BEG TH CONT WLY 50 FT TH SLY 130 FT TH ELY 50 FT TH NLY 130 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003 (29 10 38 0 003 248.XXX) 1165 TEXAS ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,564	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Shelia E. Dean
SECRETARY

Manchester Jacob
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **WILSON TYRONE**
Address: **P. O. BOX 7791**
City, State, Zip: **MOBILE, AL 36670-791**
Group Number: **1629** Item # **15**

Lot Description: **LOT 15 BLK 8 WILSONS SECOND ADD DBK 80 N S P 190 SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 082.XXX) 807 GAYLE ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022
Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Sheli a Eldean
SECRETARY

Margaretta Tuck
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **FORD LOUISE, SALLIE ANN FORD & ELOUISE CAROL FORD**

Address: **P. O. BOX 41051**

City, State, Zip: **MOBILE, AL 36640-1051**

Group Number: **1629** Item # **16**

Lot Description: **LOTS 73 & 74 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 001 (29 07 25 0 001 015.XXX) 624 PATTON AVE**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,750	1	$	125.0000	$	125.00
Standard Rate	14,400	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	196.00

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

December 6, 2022

Lot Owner: **AUSBAMA PROPERTY LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691**

Group Number: **1629** Item # **17**

Lot Description: **LOT 24 1ST UNIT ALPINE PARK MBK 10 P 231 #SEC 10 T4S R2W #MP28 02 10 4 000 (28 02 10 4 000 075.XXX) 903 DAVID LANGAN DR W**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,612	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY

Margaretta Hunt
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **RIZC REALTY TRUST**
Address: **40B RIVER ST**
City, State, Zip: **DAVERS, MA 01923**
Group Number: **1629** Item # **18**

Lot Description: **LOT 19 CLAREMONT SUB MBK 8 P 306 #SEC 4 T5S R2W #MP33 02 04 2 001 (33 02 04 2 001 004.XXX) 2213 LARGO AVE**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,575	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Edwards
SECRETARY

Margaretta Ivy
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner: **LEIBOWITZ HOWARD**
Address: **P. O. BOX 1857**
City, State, Zip: **PINE RIDGE, SD 57770**
Group Number: **1629** Item # **19**

Lot Description: **LOT 54 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 074.XXX) 1568 COLGIN ST**

Nuisance Date: 6/14/2022 Posting Date: 7/12/2022 Hearing Date: 7/19/2022
Date lot was cut: 11/30/2022 Contractor: Mr. Bryan Davis

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,353	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	196.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
December 6, 2022

Lot Owner:	**BROWN FRANCES**		
Address:	**2715 MURRAY AVE APT 620**		
City, State, Zip:	**PITTSBURGH, PA 15217-2451**		
Group Number:	**1629**	Item #	**20**

Lot Description: **BEG AT PT ON N/S OF CENTER ST 324.5 FT E-LY FROM NE INT SEC OF CTR & CATHERINE STS AS SD INT IS PRESENTLY LOC RUN THEN ELY ALG N/L OF CTR ST 50 FT RUN TH NLY ALG LINE FORMING AN INT ANG OF 81 DEG 30 MIN WITH N/L OF CTR ST 204.5 FT TO PT RUN TH WLY ALG FENCE 49.67 FT TO PT RUN TH SLY & PAR WITH E/L OF PPTY HEREIN DESC 195.5 FT(D) 210 FT(S) TO N/L OF CENTER ST & POB BEING PT GRT SEC 25 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 174.XXX) 1464 CENTER ST**

Nuisance Date:	6/14/2022	Posting Date:	7/12/2022	Hearing Date:	7/19/2022
Date lot was cut:	11/30/2022	Contractor: Mr. Bryan Davis			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,451	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		164	$	3.00	$	**492.00**
Debris Removal	Cubic Yard	15	$	7.00	$	**105.00**
		Total Project Cost:			$	**772.00**

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1629** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

James A. DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing Employee of the Month for Public Works At Large, Anthony Morris with Engineering in Public Works at Large.

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	12/8/2022 - 2:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

Marc Vassallo

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 for Derrick Peoples	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	12/8/2022 - 1:35 PM

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:

- **December 2022 – Derrick Peoples (Employee #14520 – Public Services Maintenance)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

Submitted by:

Shonnda Smith, Parks & Rec. 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	12/12/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/12/2022 - 2:50 PM

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:

- **Date December 13, 2022 – Name: Monteil Fluker, Sr. (Employee # 11834) Parks & Recreation (Athletics Division)**

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:12/13/2022

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	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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
	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:	140.00 EACH	353.40000	49476.00
	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			
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

GSA Schedule Contract GS-35F-153GA

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.

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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:12/13/2022

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. 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**	1.00 EACH	48989.00000	48989.00
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:12/13/2022

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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Sourcewell

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
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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

DocuSign Envelope ID: 076985C0-6997-4CDF-97B5-A8A2DF10ED40

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:12/13/2022

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		EXTENSION	
				Dollars	Cents	Dollars	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:12/13/2022

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:12/13/2022

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: 7705CB0E-D501-40F0-8342-000B54A0F9C

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 The Pullen Agency-Farmers Insurance 2718 Dauphin St. Mobile, AL 36606	CONTACT NAME: Joseph Pullen PHONE (A/C, No, Ext): 251-479-6132 FAX (A/C, No): 251-257-3001 E-MAIL ADDRESS: Jpullen@farmersagent.com
INSURED TouchdownCleaningService,Inc DBA Personal Touch Cleaning Services 31446 Coleman Ln Spanish Fort, AL 36257	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 : —

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:12/13/2022

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

2023 MISCELLANEOUS DRAINAGE GROUP A

PROJECT NO. 2023-3005-08

ENGINEER:

TTL, INC.

MOBILE
ALABAMA

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.

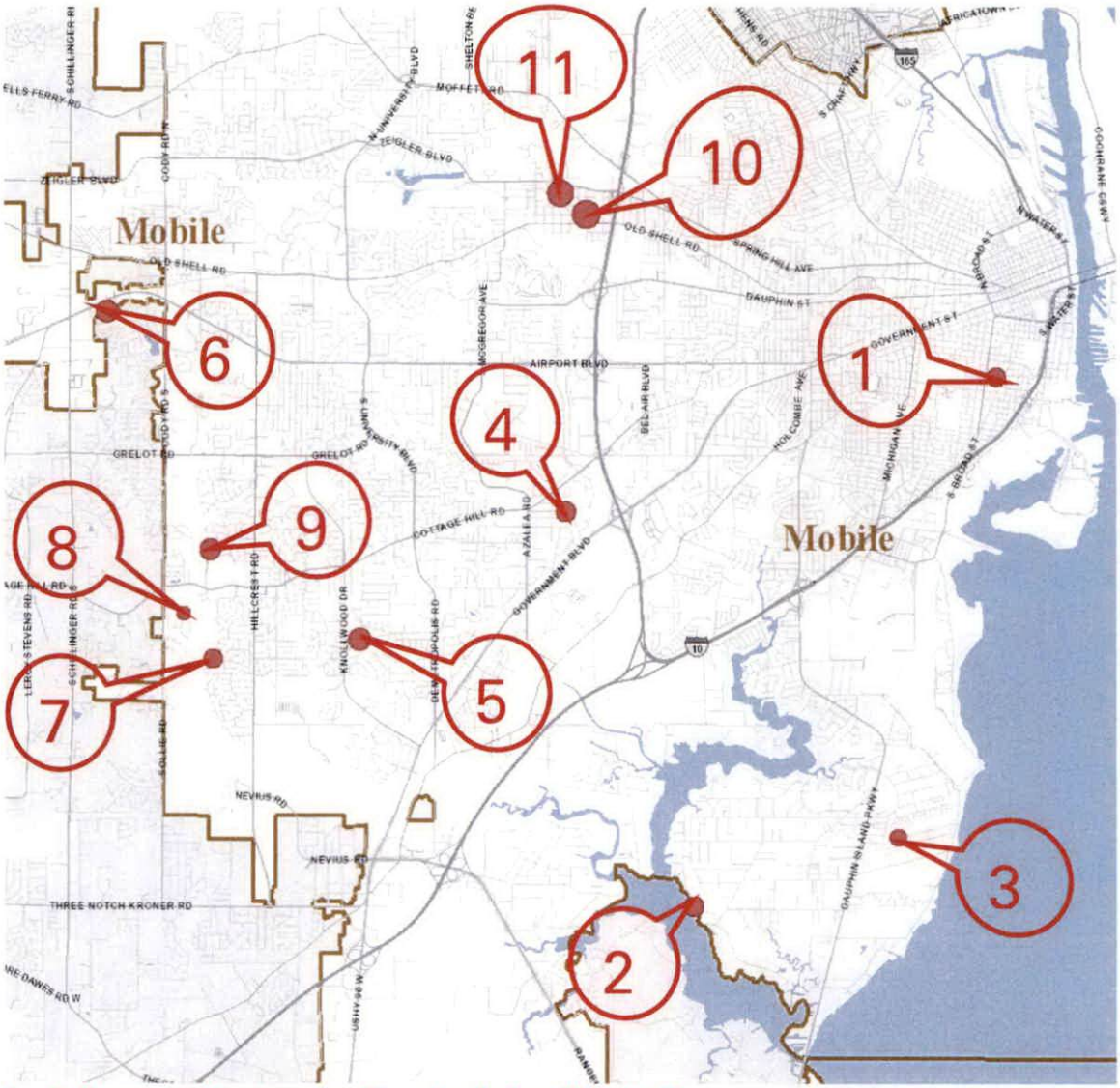
Given under my hand and notarial seal on this the 16 day of November, 2022.

_____
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.

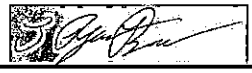
CERTIFICATE HOLDER

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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CNA

CNA PARAMOUNT

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

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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CNA

CNA PARAMOUNT

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	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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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.

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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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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

Copyright 1987 National Council on Compensation Insurance

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

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:12/13/2022

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

RESOLUTION

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: c

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

C.A. Smith 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

Witness

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:**	

THE CITY OF BILE, ALABAMA
POLICE DEPARTMENT
Est. 1814
With Respect for Everyone

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 perpetual.

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:12/13/2022

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:12/13/2022

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 - 3:49 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 Baby B's Transportation 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 Baby B's Transportation 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, Janeshia Jackson individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Janeshia Jackson

Business Address:

Telephone: 251-786-2793 Trade Name Baby B's Transportation

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN:

Residence Address:

Address City State Zip code

Telephone Number: 251-786-2793 Driver's License #

Residing in Mobile County: Years: 33 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 3[illegible]

(If different from addr[illegible])

C. **Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.**

Name	Title	Address	Amount of Stock Held (if any)
Janeshia Jackson	Owner	[illegible]	

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? All Available

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Dodge	Year:	2010	Model:	Grand Caravan
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 1 **DAY OF** Dec, **20** 22

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 12, 2026

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Janeshia Jackson

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'3

Weight: 140

Hair Color: Brown

Eye Color: Brown

Social Security Number:

I do hereby authorize an [illegible] 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.

Janeshia Jackson

Signature

12-2-2022

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: Janeshia Jackson

Date of Birth: Security #:

Present Addre

Home Phone Number: 251 1062793 Work Phone Number:

Attach a copy of your current driver's license to this sheet

Present Employer and Address:

Present Position/Title:

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Janeshi Jackson
Signature

12-1-22
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	JACKSON, JANESHIA DARYONDRA		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	3/19/1989
Sex:	F	**Age:**	33
Weight:	140	**Eyes:**	BROWN
Height:	5'00"	**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: D. Bulbrese

DATE: 12/1/2022

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:12/13/2022

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	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 3:53 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 3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735' ± west of the south terminus of west I-65 Service Road South)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 13, 2022, a public hearing will be held on the 1st day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at Located at 3516 and 3526 Halls Mill Road (north side of Halls Mill Road, 735' ± west of the south terminus of west I-65 Service Road South) from R-1, Single-Family Residential 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:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 , RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°51'58"E, 230.20 FEET TO A POINT; THENCE RUN S52°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

The classification of said property is hereby changed from R-1, Single-Family Residential 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 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 10th 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 16th 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 **3516 and 3526 Halls Mill Road** (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential 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:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 , RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°51'58"E, 230.20 FEET TO A POINT; THENCE RUN S52°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

The classification of said property is hereby changed from **R-1, Single-Family Residential 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 **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

Creax Properties, LLC
3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South)
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 5, 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 **Creax Properties, LLC** for a change in zoning from **R-1, Single-Family Residential District to I-1, Light Industry District** for the property located at **3516 and 3526 Halls Mill Road** (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

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 **3516 and 3526 Halls Mill Road** (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential 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:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 , RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°51'58"E, 230.20 FEET TO A POINT; THENCE RUN S52°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

The classification of said property is hereby changed from **R-1, Single-Family Residential 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 **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

Creax Properties, LLC
3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South)
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Brett Orrell
Polysurveying
5588 Jackson Road
Mobile, Alabama 36619

Re: **3516 and 3526 Halls Mill Road**
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
Council District 4
ZON-002145-2022 (Rezoning)
Creax Properties, LLC
Rezoning from R-1, Single-Family Residential District to I-1, Light Industrial District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Planned Unit Development 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

As such, the Planning Commission voted 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.**

The advertising fee for this application based on the current legal description is $298.55. 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

August 19, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **3516 and 3526 Halls Mill Road**
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
Council District 4
ZON-002145-2022 (Rezoning)
Creax Properties, LLC
Rezoning from R-1, Single-Family Residential District to I-1, Light Industrial 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 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, 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: **3516 and 3526 Halls Mill Road**
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
Council District 4
ZON-002145-2022 (Rezoning)
Creax Properties, LLC
Rezoning from R-1, Single-Family Residential 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, 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 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, 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-002145-2022

City of Mobile · Planning & Zoning

Planning Commission Application

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.

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☒ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = Total Application Cost)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

CREAX PROPERTIES LLC — Name

Phillips2744@yahoo.com — Email

510 Marengo Lake Road Linden, AL 36748 — Full Address (Street, City, State, Zip)

251-802-8877 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

CREAX PROPERTIES LLC — Name

Name (other owners, optional)

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

3516 & 3526 HALLS MILL ROAD — Property Address

R023202060002008.00 &.001 — Parcel Number

1.42 acres — Property Area (acres or square feet)

R-1 — Present Zoning

I-1 — Proposed Zoning (if applicable)

4. APPLICATION 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).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) 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.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) 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).

8. SITE PLAN (7 COPIES must be filed with the application) 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.

9. 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

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

11. 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.

Applicant Signature

7-21-22
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for 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.

Applicant Signature

7-21-22
Date

POLY

SURVEYING

City Planning of Mobile
Government Plaza
205 Government Street 3rd Floor
Mobile, Al 36644

Re: 3516 & 3526 Halls Mill Road 1 Lot Subdivision, Rezoning & Planned Unit Development

We are submitting a 1 lot Subdivision, Rezoning and PUD for the property located on 3516 & 3526 Halls Mill Road. It is the owner's intent to combine the current lots into 1 lot. As part of this request, we are also submitting a Planned Unit Development to allow the current 2 buildings to be allowed on the new 1 lot subdivision. Also, we are asking that the current zoning of residential be changed to commercial to match all the surrounding properties in the area that are already commercial zoned. Making the lot consistent with the area is the reason for rezoning request to I-1 for consistency and maneuvering.

We thank you for your time in considering these changes.

Sincerely,

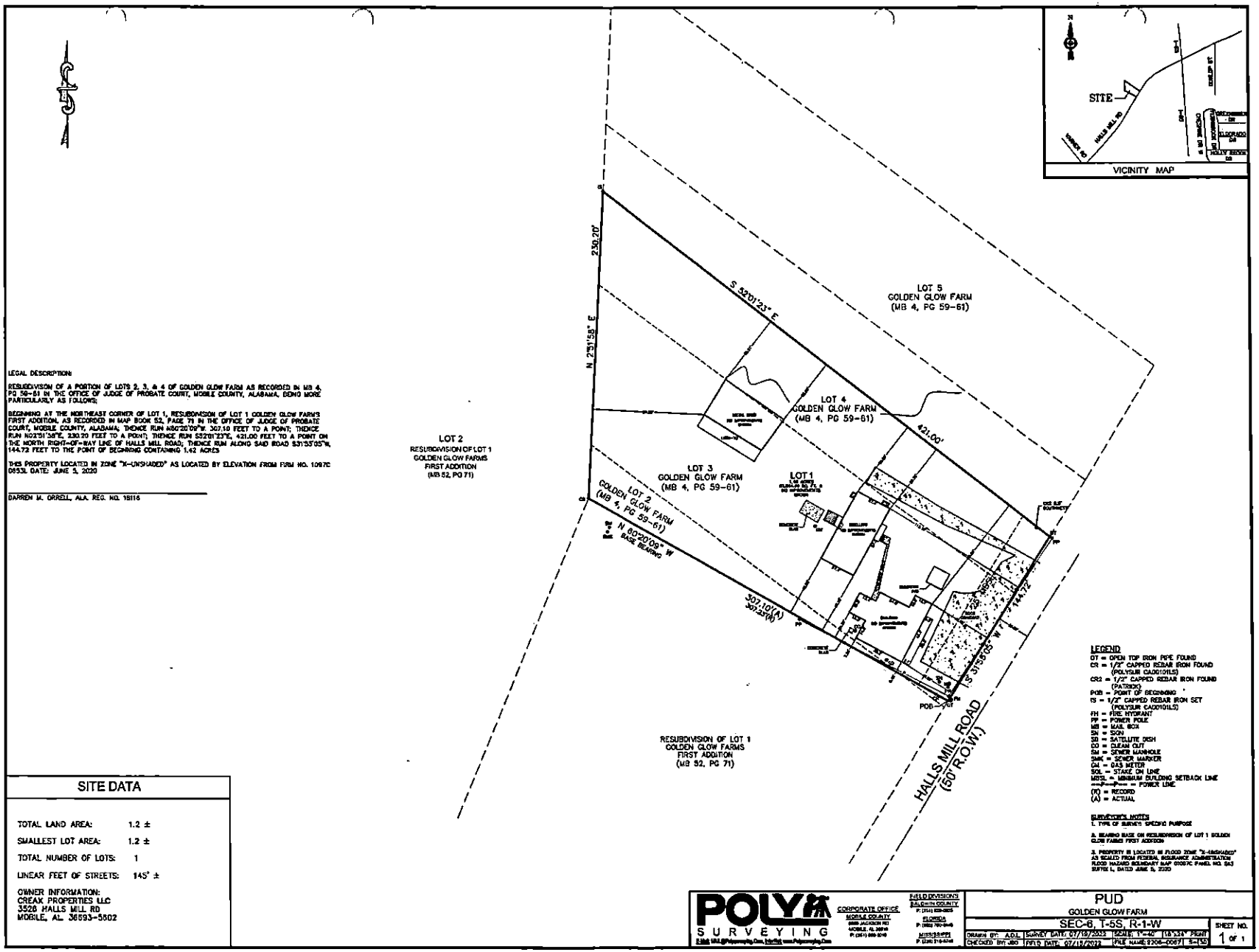
POLYSURVEYING

J. Brett Orrell, P.L.S.
President

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619

251-666-2010
www.polysurveying.com

Taking Surveying to New Heights



LEGAL DESCRIPTION:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, RESUBDIVISION OF LOT 1 GOLDEN GLOW FARM'S FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N29°39'58"E, 230.20 FEET TO A POINT; THENCE RUN S53°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

THIS PROPERTY LOCATED IN ZONE "X-UNSHADED" AS LOCATED BY ELEVATION FROM FIRM NO. 1097C 0053L DATE: JUNE 5, 2020

DARREN M. ORRELL, ALA. REG. NO. 18116

LEGEND
OT = OPEN TOP IRON PIPE FOUND
CR = 1/2" CAPPED REBAR IRON FOUND (POLYSUR CA0010LS)
CR2 = 1/2" CAPPED REBAR IRON FOUND (PATRIOT)
POB = POINT OF BEGINNING
IS = 1/2" CAPPED REBAR IRON SET (POLYSUR CA0010LS)
FH = FIRE HYDRANT
PP = POWER POLE
MB = MAIL BOX
SN = SIGN
DSH = SATELLITE DISH
CO = CLEAN OUT
SM = SEWER MANHOLE
SMK = SEWER MARKER
GM = GAS METER
SOL = STAKE ON LINE
MBSL = MINIMUM BUILDING SETBACK LINE
--p--p-- = POWER LINE
(R) = RECORD
(A) = ACTUAL

SURVEYOR'S NOTES
1. TYPE OF SURVEY: SPECIFIC PURPOSE
2. BEARING BASIS ON RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION
3. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01097C PANEL NO. 0053 SUFFIX L, DATED JUNE 5, 2020

SITE DATA

TOTAL LAND AREA:	1.2 ±
SMALLEST LOT AREA:	1.2 ±
TOTAL NUMBER OF LOTS:	1
LINEAR FEET OF STREETS:	145' ±

OWNER INFORMATION:
CREAK PROPERTIES LLC
3526 HALLS MILL RD
MOBILE, AL. 36693-5602

POLY SURVEYING
CORPORATE OFFICE: MOBILE COUNTY
FIELD DIVISIONS: BALDWIN COUNTY, FLORIDA, MISSISSIPPI

PUD
GOLDEN GLOW FARM
SEC-6, T-5S, R-1-W

DRAWN BY: A.D.L.	SURVEY DATE: 07/10/2023	SCALE: 1"=40' (18"x24" PRINT)	SHEET NO. 1 OF 1
CHECKED BY: JBO	FIELD DATE: 07/19/2023	FILE NAME: 9706-0067	

R023301014000001.014
WILLIAMS WAYNE W C/O WILLIAMS
TERESA HATHCOCK
10850 CELESTE RD
SARALAND AL 36571

R023202060002006.001
PM PROPERTIES LLC
101 65TH AVE.
MERIDIAN MS 39307

R023202060002007.000
SIENNA OF ALABAMA LLC
3075 SELMA HIGHWAY
MONTGOMERY AL 36108

R023202060002008.000
CREAX PROPERTIES LLC
510 MARENGO LAKE RD
LINDEN AL 36748

R023202060002009.000
ORDER OF INCA THE INC
PO BOX 6723
MOBILE AL 36660

R023202060002010.003
PHILLIPS JOHN ALAN
325 CREAX RD
AXIS AL 36505

R023301011000001.000
RADCLIFF BEN M CONTR INC
P O BOX 8368
MOBILE AL 36689

R023202060002010.000
BERG MARY LOU
2323 LAKE ROBBINS DR #602
THE WOODLANDS TX 77380

R023202060002010.001
HILL RUSSELL J
PO BOX 8734
MOBILE AL 36689

Polysurveying
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME	Creax Properties, LLC
SUBDIVISION NAME	Creax Subdivision
LOCATION	3516 and 3526 Halls Mill Road (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single-Family Residential District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	1 Lot / 1.4± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple structures on a single building site; and Rezoning from R-1, Single-Family Residential 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	None 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 and label the monument set or found at each subdivision corner.
C. Check and revise the leader arrows showing the existing lot lines. Lot 4 & 5 seem to overlap.
D. Clarify the use (or non-use) of the existing POLYSURVEYING capped rod that is shown located along the southwest property line near the south property corner. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description.
E. Clarify the use (or non-use)of the existing PATRICK capped rod that is shown as located near the southeast property corner and along the northeast property line. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description.
F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #83) LOT 1 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). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 5,600 sf.
G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
H. Add a note that 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.
I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
J. Add a note that all existing and 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.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
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.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

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

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

TRAFFIC ENGINEERING COMMENTS Site is limited to one driveway Halls Mill Rd with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple structures on a single building site; and Rezoning from R-1, Single-Family Residential District to I-1, Light Industry District.

The site has been given a Light Industry (LI) 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 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.

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 Halls Mill Road, which is a minor arterial street, which should have a right-of-way of 70-feet. The preliminary plat depicts an existing right-of-way width of 50-feet, making dedication necessary to provide 35-feet from the centerline, if approved.

The proposed lot size is provided in square feet and acres, and exceeds minimum lot area standards. If approved, the lots size should be retained on the Final Plat, adjusted for dedication.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback along Halls Mill Road. If approved, the Final Plat should depict the 25-foot minimum building setback line, adjusted for dedication.

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

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics

of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore *any* future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The site plan submitted shows two existing structures on the property, which are proposed to remain, as well as a new metal shed. One of the existing structures was most recently occupied as a residence, therefore in order to be used as a commercial building, the structure will need to be brought into Commercial Building Code compliance.

The applicant states:

> *We are submitting a 1 lot Subdivision, Rezoning and PUD for the property located on 3516 & 3526 Halls Mill Road. It is the owner's intent to combine the current lots into 1 lot. As part of this request, we are also submitting a Planned Unit Development to allow the current 2 buildings to be allowed on the new 1 lot subdivision. Also, we are asking that the current zoning of residential be changed to commercial to match all the surrounding properties in the area that are already commercial zoned. Making the lot consistent with the area is the reason for rezoning request to I-1 for consistency and maneuvering.*

The size of the structures on the property is not provided, but appears to have an approximate combined space of 3,393± square feet, thus requiring 12 parking spaces, if both structures are used as office space. While the site plan submitted depicts an existing parking area towards the front of the property that is paved with gravel, no individual parking spaces are depicted. As the existing parking area served a previous commercial business on the site, the gravel surfacing will be allowed to remain in place, but no additional gravel will be allowed for required parking spaces. It should be noted that this aspect of the property is non-conforming, however required parking in an I-1 district should be paved with asphalt or concrete. If approved, the site plan should be revised to depict a compliant number of parking spaces.

A dumpster pad is depicted on the site plan, and meets setback criteria. If approved, either a dumpster with a compliant enclosure and sanitary sewer connection must be depicted, or a note should be placed on the site plan stating that curb side pickup will be utilized.

As stated in Section 64-9. of the Zoning Ordinance, 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.

The site is bounded to the North, East, and West, by I-1, Light Industry District, and to the South, across Halls Mill Road, by B-3, Community Business District.

Section 64-9.A.2.a. of the Zoning Ordinance states that a newly proposed I-1 district should contain at least four (4) acres of land, or be adjacent to an existing I-2 district. The subject is 1.4± acres, and abuts existing I-1.

The applicant does not specifically state which of the four conditions exist which make the proposed rezoning necessary and desirable. However, given that the properties immediately to the East and West of the subject site were rezoned to I-1 in 2007, and at least one of the existing structures on site has historically been used commercially, changing conditions in the area would make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) Dedication to provide 35-feet from the centerline of Halls Mill Road;
2) Provision of the lot size in square feet and acres, adjusted for any dedication;
3) Retention of the 25-foot front setback, adjusted for dedication;
4) Full compliance with 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 and label the monument set or found at each subdivision corner. C. Check and revise the leader arrows showing the existing lot lines. Lot 4 & 5 seem to overlap. D. Clarify the use (or non-use) of the existing POLYSURVEYING capped rod that is shown located along the southwest property line near the south property corner. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description. E. Clarify the use (or non-use)of the existing PATRICK capped rod that is shown as located near the southeast property corner and along the northeast property line. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description. F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #83) LOT 1 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). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 5,600 sf. G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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. H. Add a note that 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. I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. J. Add a note that all existing and 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. K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. 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.);

5) Placement of a note on the Final Plat stating Traffic Engineering comments: (*Site is limited to one driveway Halls Mill Rd with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
6) Compliance with 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 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) Full compliance with all municipal codes and ordinances.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (*to encourage innovative and diversified design in building form and site development*), because it will reduce the degree on non-conformity of the property;
b. the proposal promotes the objective of Flexibility (*to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations*), because an existing non-conforming site will be reutilized;
c. the proposal promotes the objective of Efficient land use (*to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment*), because the proposed project will result in infill development;
d. the proposal promotes the objective of Public services (*to encourage optimum use of available public utilities, streets and community facilities*), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) Dedication to provide 35-feet from the centerline of Halls Mill Road;
2) Provision of the lot size in square feet and acres, adjusted for any dedication;
3) Retention of the 25-foot front setback, adjusted for dedication;

4) Revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;
5) Revision of the site plan to depict compliant parking is available on site;
6) Full compliance with Engineering comments: (*1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.*);
7) Placement of a note on the site plan stating Traffic Engineering comments: (*Site is limited to one driveway Halls Mill Rd with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
8) Compliance with 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 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) Full compliance with all municipal codes and ordinances.

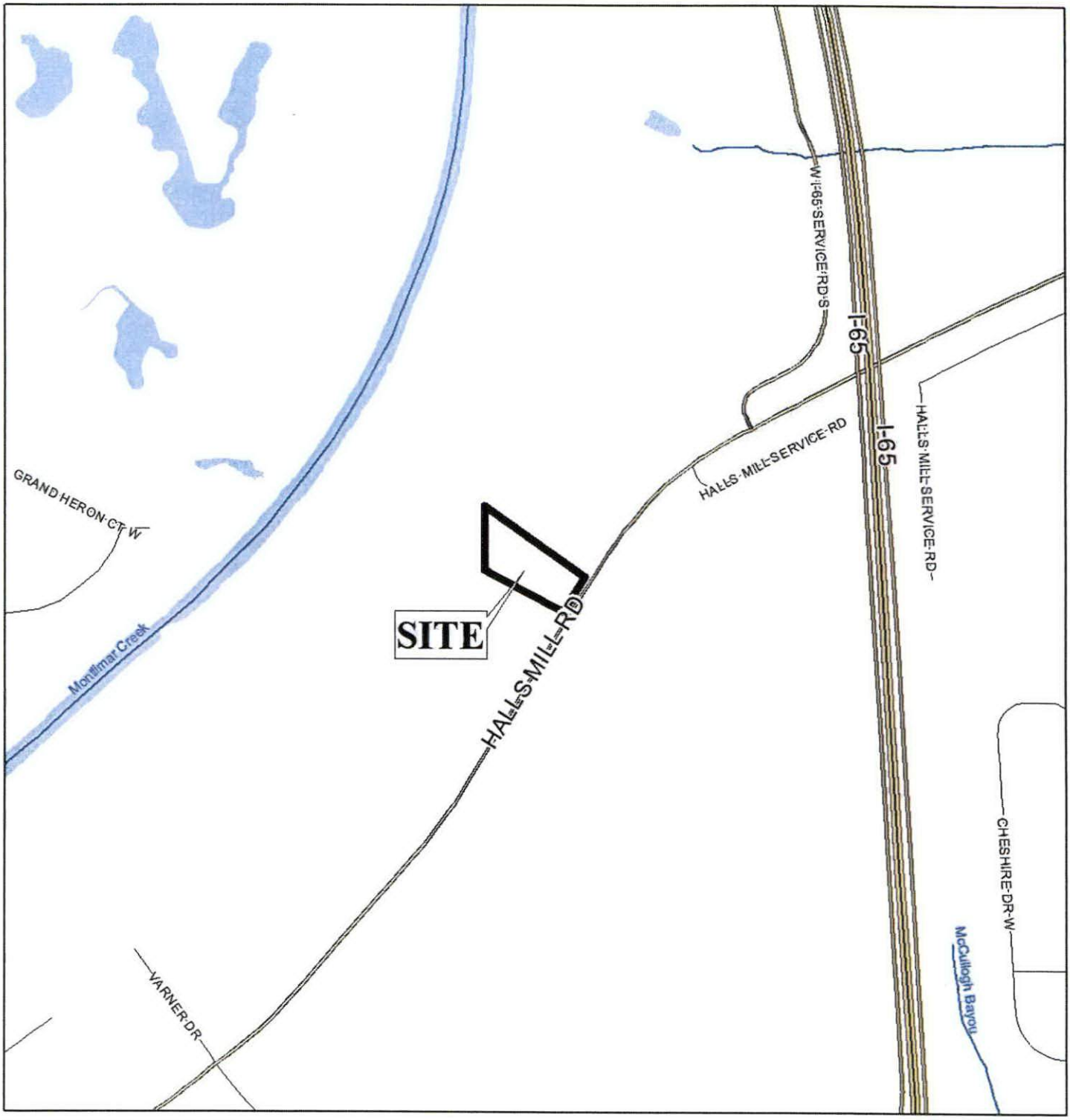
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a. 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.

LOCATOR MAP



APPLICATION NUMBER 4 DATE September 1, 2022

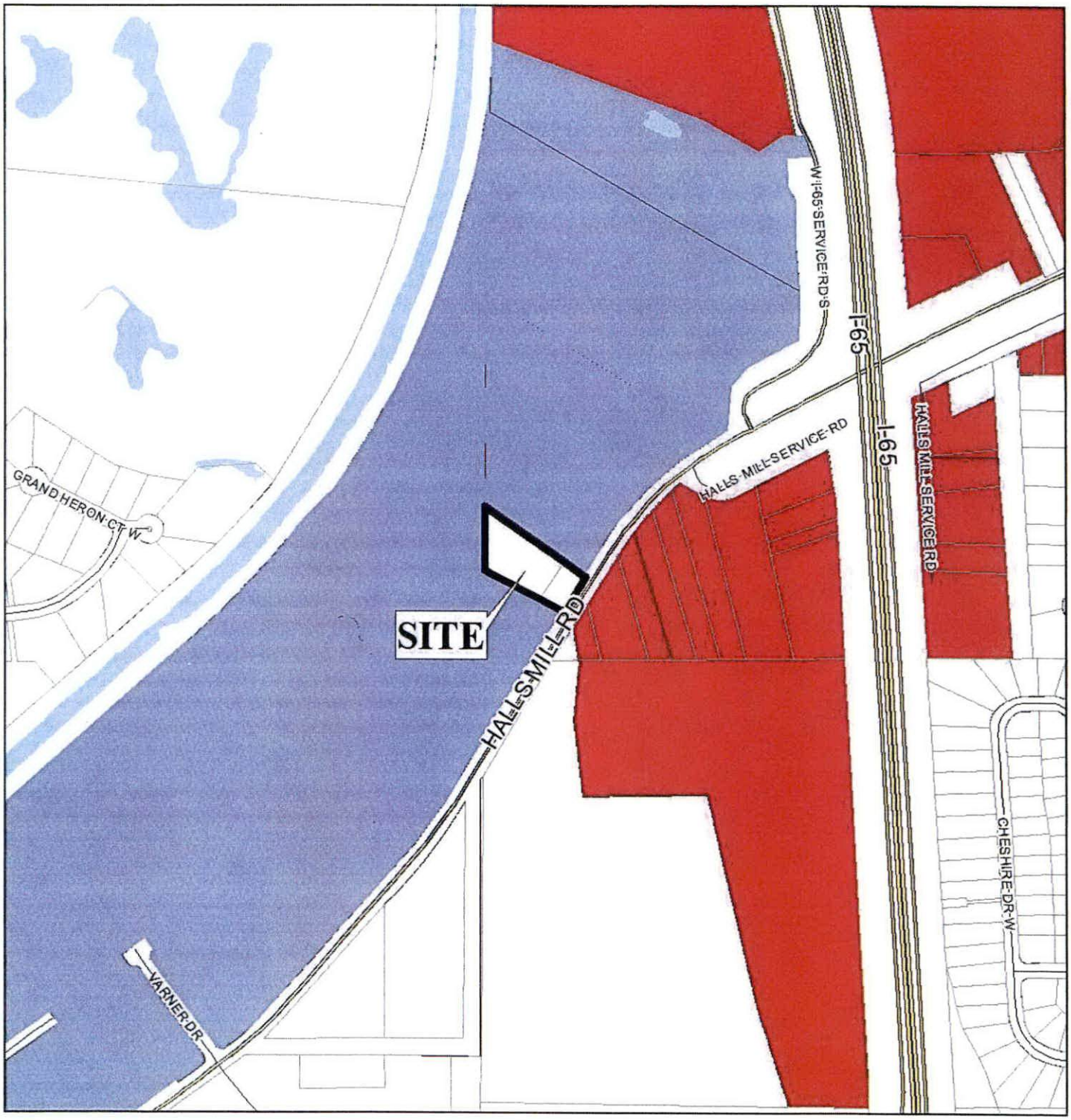
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE September 1, 2022

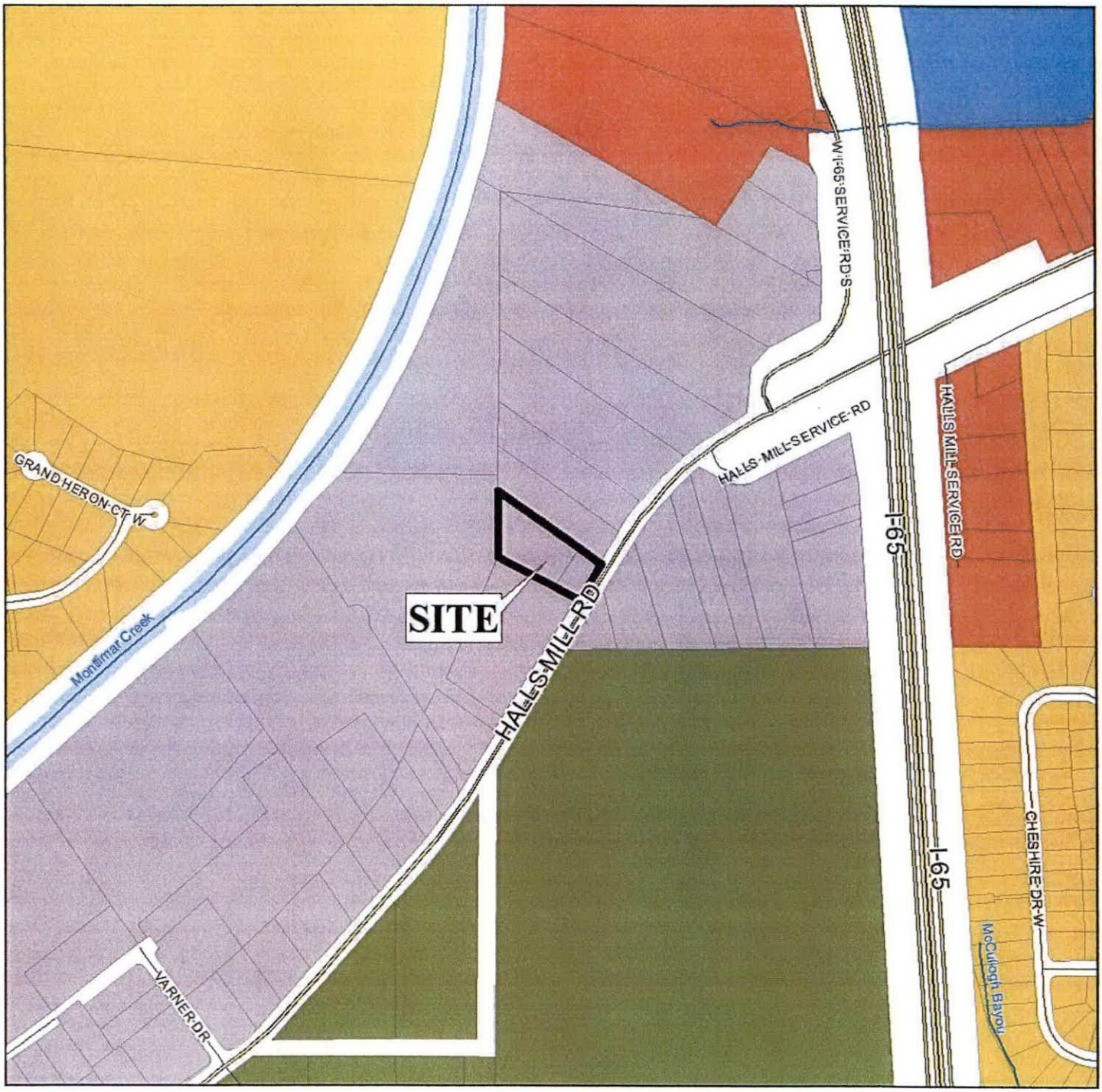
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE September 1, 2022

APPLICANT Creax Subdivision

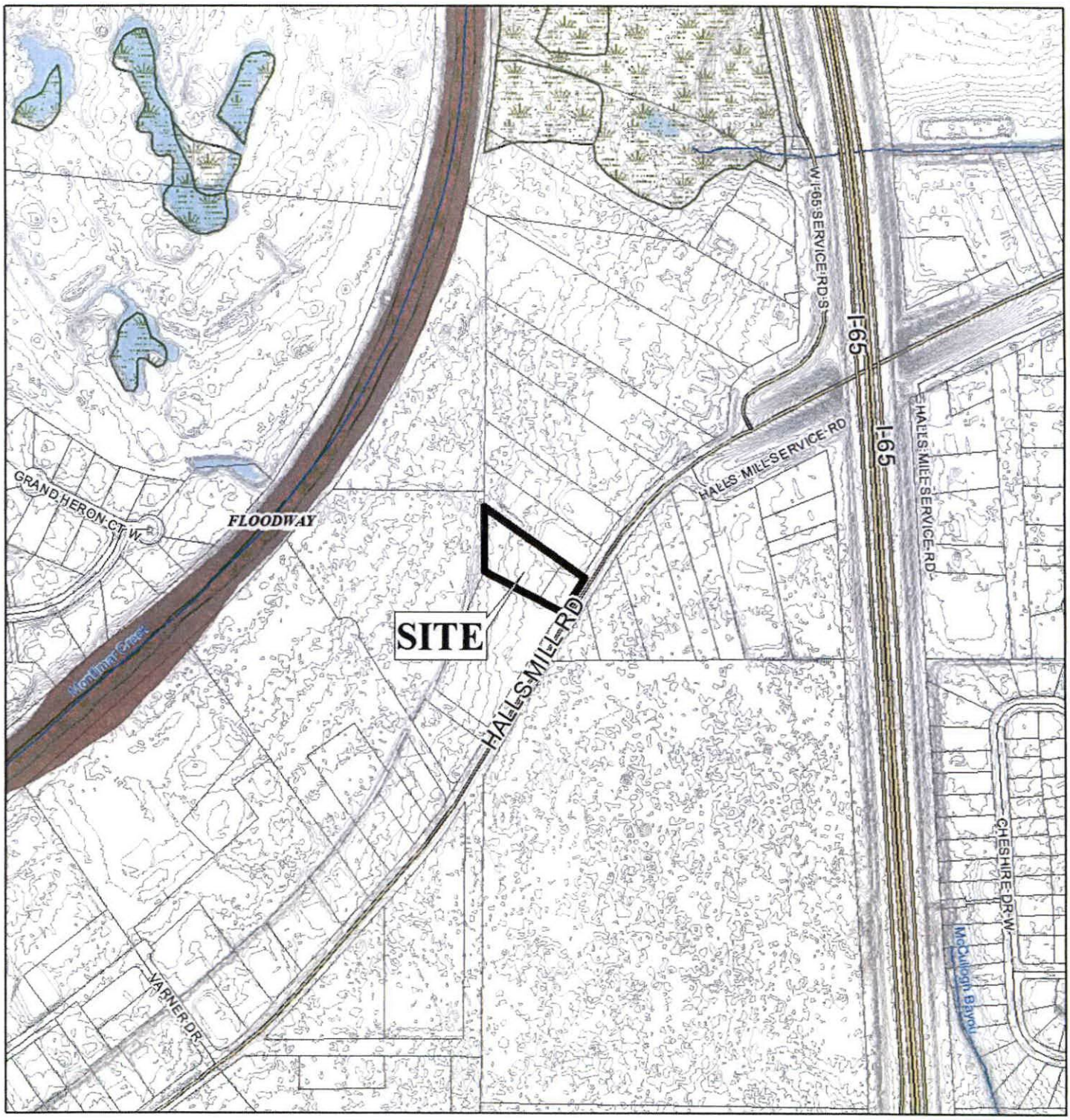
REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

- 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 4 DATE September 1, 2022

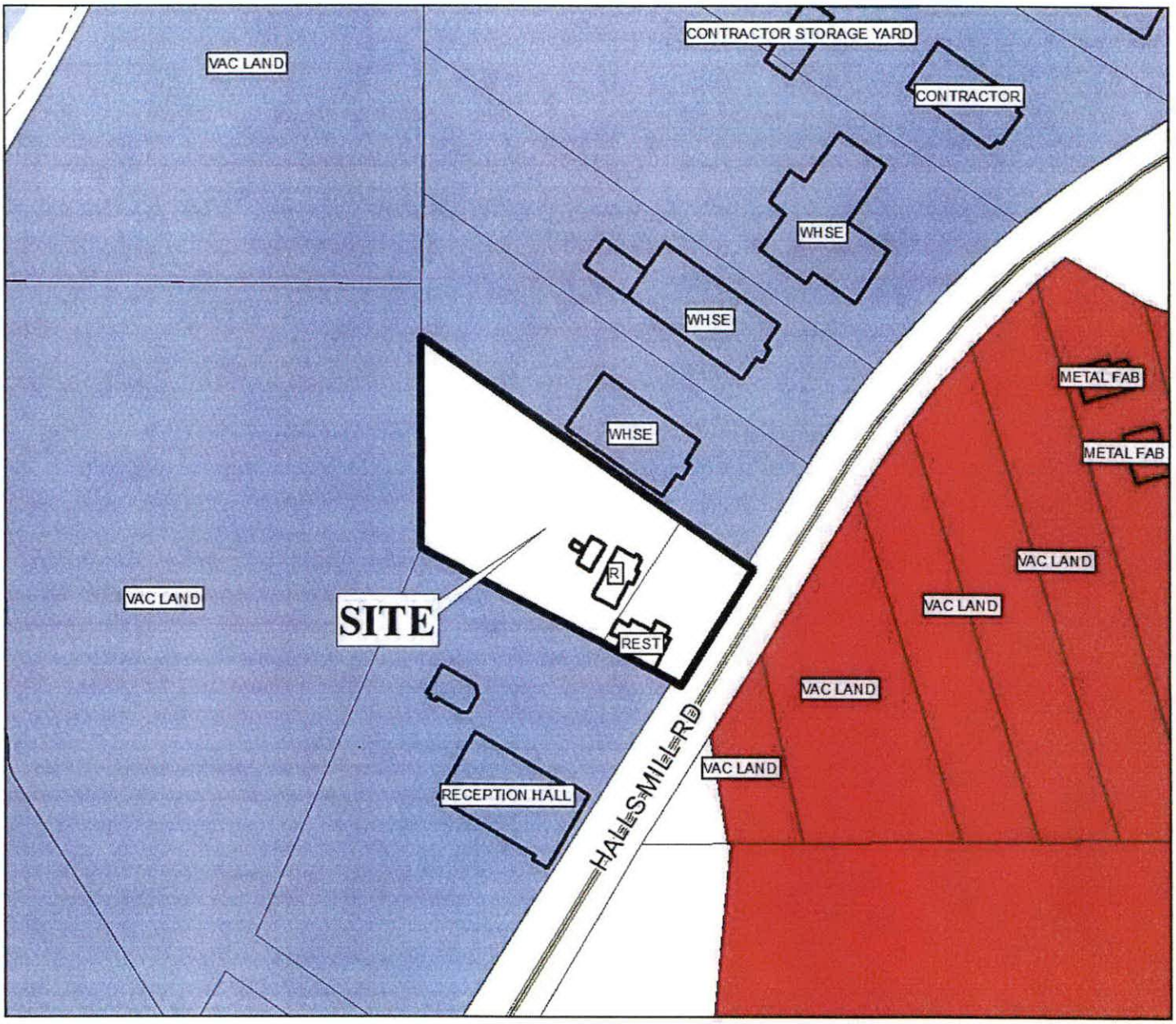
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units.

APPLICATION NUMBER 4 DATE September 1, 2022

APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 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 industrial units.

APPLICATION NUMBER 4 DATE September 1, 2022

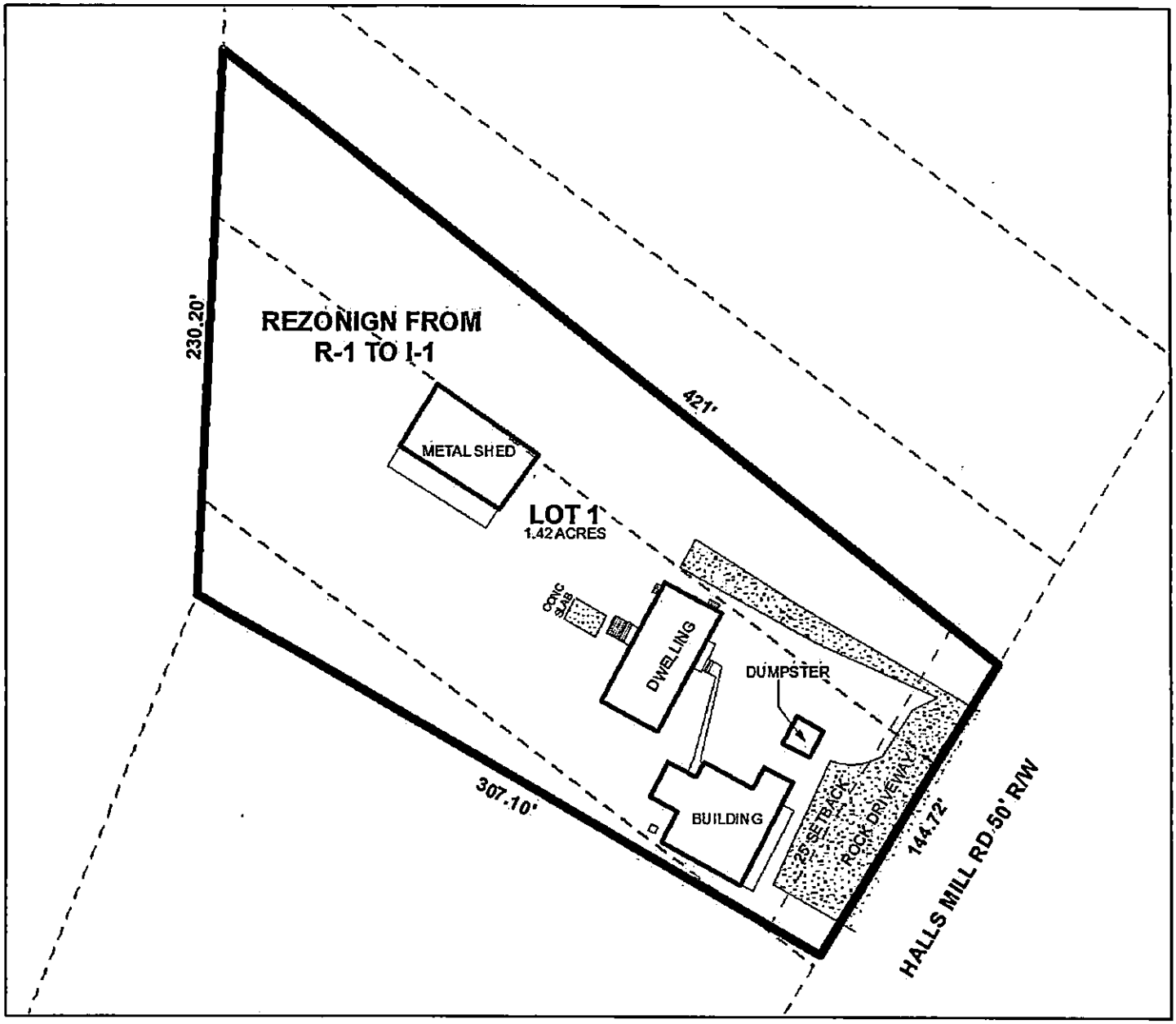
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, setback, and drive.

APPLICATION NUMBER 4 DATE September 1, 2022

APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS