AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, December 6, 2022, 10:00 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**

   November 22 and 29, 2022

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

   Request of Gary Constantine, Order of Mystics, for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 19, 2022, from 11:00 a.m. - 6:00 p.m. (District 2).

   Request of Gary Constantine, Order of Mystics, for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 21, 2022, from 6:00 p.m. - 10:00 p.m. (District 2).

10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 3200 and 3202 Old Shell Road from R-1 and B-3 to B-3 (District 1).

    Public hearing to declare the structure at 59 Alexander Street a public nuisance and order it demolished (District 1).

    Public hearing to declare the structure at 1160 Congress Street a public

nuisance and order it demolished/secured (District 2).

Public hearing to declare the structure at 1253 Glennon Avenue a public nuisance and order it demolished (District 2)

Public hearing to declare the structure at 1713 New Conti, f/k/a Conti, Street a public nuisance and order it demolished (District 2).

Public hearing to 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.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Frank Harkins - Present 2022 Goodwill Christmas ornaments to the Council.

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

Rev. Tonny Algood - Comments regarding the Mobile Police Department and the homeless.

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

Dr. Susan Ashbee - Comments in opposition to medical cannabis dispensaries.

Dr. Madeleine Blancher - Comments in opposition to medical cannabis dispensaries.

Kalenski Adams - Provide information about Opportunity Day school tour.

Nina Dortch - Provide information about Opportunity Day school tour.

Rodney Toomer - Provide information about Opportunity Day school tour.

Reggie Hill - Request official response to submissions for Chapters 38 & 46 of City Code, ARP surplus and the Civic Center.

12. ORDINANCES HELD OVER

64-066 rezone property located at 1263 Baker Street, from R-2 and I-2 to I-2 (sponsored by Councilmember Small).

13. RESOLUTIONS HELD OVER

01-1045 Authorize Agreement with Alabama Department of Transportation for maintenance of traffic signal, SR 193 and Walmart (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

01-1046 Authorize agreement with Alabama Department of Transportation for maintenance of traffic signal; SR 193 and Halls Mill Rd. (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

01-1047 Authorize agreement with Alabama Department of Transportation for maintenance of traffic signal; US 90 and SR 193 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

08-1048 Authorize purchase order to Sansom Equipment Co., Inc. for 2 street sweepers; $552,588.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1049 Authorize purchase order to Sansom Equipment Co., Inc. for 2 street sweepers; $552,588.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1050 Authorize purchase order to Beard Equipment Company for 2 John Deere mowers for golf course; $182,394.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1051 Authorize purchase order to Lytx, Inc. for one-year subscription for drivecam services for Motor Pool; $159,532.44 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1052 Authorize purchase order to Musco Sports Lighting, LLC for field lighting fixtures for Mims Park; $45,991.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1053 Approve purchase order to Magnet Forensics USA, Inc. for one-year subscription for one year subscription for forensic extraction and analysis software for MPD Cyber Division; $16,087.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1054 Authorize purchase order to Fivecast Pty, Ltd. for one-year subscription for open-source analysis software for MPD Cyber Division; $82,150.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1055 Authorize purchase order to ClearWorld, LLC for 25 light poles and fixtures for Three Mile Creek Greenway Trail; $173,798.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1056 Authorize contract with Clark Geer Latham and Assoc., Inc. for design and construction services for new Animal Shelter facility; $1,308,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1057 Authorize contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. for a Mobile County-Wide Recycling Feasibility Study; supported by a grant from ADEM; $100,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Calloway, Resiliency Dept.).

21-1058 Authorize consultant contract with Christian Preus Landscape Architecture for improvements at Mims, Laun and Stotts Parks; $279,204.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

23-1059 Accept deed for easement from the Gordon Smith Center, Inc. for the Three Mile Creek Greenway Trail (sponsored by Mayor Stimpson) (submitted by Jennifer Green, Programs & Project Mgmt.).

37-1060 consider approval of a Certificate of Public Convenience and Necessity to Mobile Pedal Tours, LLC to operate an electric motor assisted pedal vehicle.

14. ORDINANCES BEING INTRODUCED

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).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-1063 Transfer funds from District 2 Discretionary Account to Parks & Recreation Dept. Revenue Account; $215.00 (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

37-1064 Recommend approval to the ABC Board for issuance of a Special Retail (more than 30 days) License to The Admiral Hotel; 251 Government Street (sponsored by Councilmember Carroll).

40-1065 Declare the structure at 59 Alexander Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1066 Declare the structure at 1160 Congress Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

40-1067 Declare the structure at 1253 Glennon Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1068 Declare the structure at 1713 New Conti, f/k/a Conti, Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

60-1069 Approve award of special bonus to the Firefighter of the Month; Butler

(sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-1070 Determine an appropriation to Twin Oaks Nursing Home, LLC serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-1071 Determine an appropriation to CC's Class Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-1072 Determine an appropriation to CC's Classic Catering serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-1073 Determine an appropriation to Junior Achievement of Mobile, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-1085 Determine an appropriation to Trinity Gardens Falcons Athletics serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

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).

17. CALL FOR PUBLIC HEARINGS

41-1083 Call for public hearing to 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 (scheduled for January 3, 2023) (sponsored by Councilmembers Carroll and Jones).

41-1084 Call for public hearing proposing the creation of a Tax Increment Finance (TIF) District in the City of Mobile, authorizing the preparation of a project plan, authorizing the President of the City Council to perform certain actions required by Alabama law, and directing the publication of this resolution as required by Alabama law (scheduled for January 3, 2023) (sponsored by Council President Small and Mayor Stimpson).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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 - 9:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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 - 3:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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
Constantine 1	Cover Memo	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 4:03 PM

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: ____**Gary S Constantine**_____
PLEASE PRINT ALL INFORMATION
Home Phone Number: _____**N/A**_____ Cell Number: **251-421-2601**____

Organization (if applicable) ___**OOMs**_____
Mailing Address of Applicant_**6601 Lubarrett Way__Mobile Al 36695**_____

Telephone No. **251-421-2601**____E-mail Address gary.constantine@evident.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event:**Sunday February 19th, 2023** Starting Time: **1100CST** Ending Time: **1800CST**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event:_____**Mardi Gras Party**_____

Do you plan to sell alcohol at this event? _____ YES __**X**___ NO

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2022 NOV 30 PM 3:25
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 4:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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 - 4:12 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

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

MOBILE
ALABAMA

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.

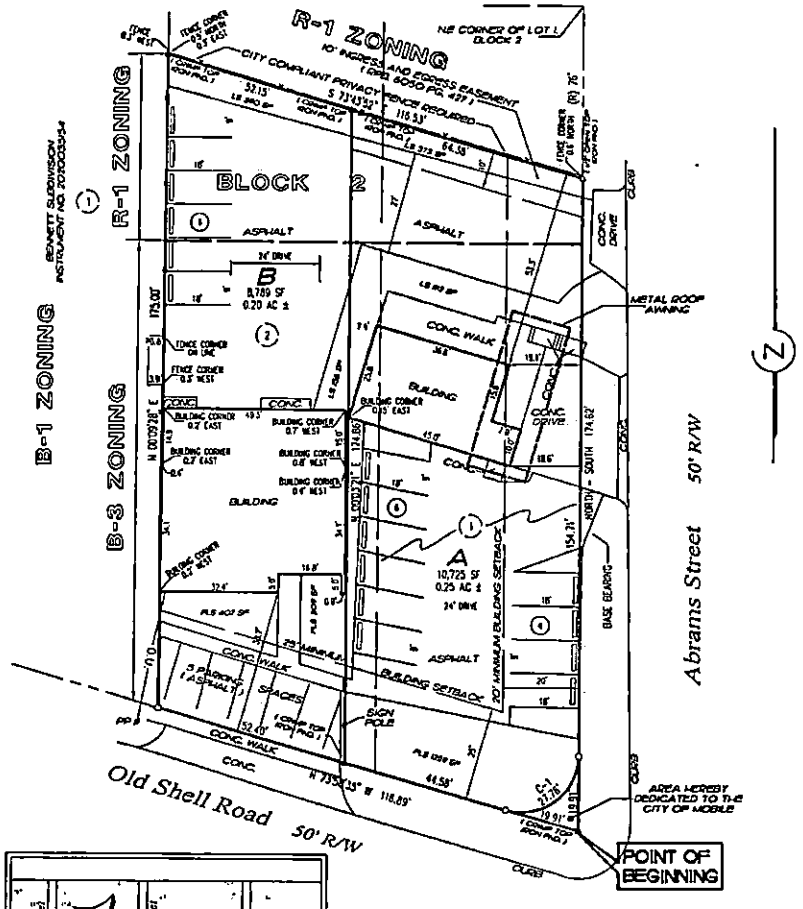
P & Z - December 2017

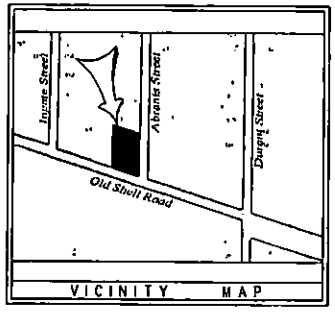
NARRATIVE FOR "BRINGER OF RAIN ESTATES" SUBDIVISION,
REZONING, AND PLANNED UNIT DEVELOPMENT APPLICATIONS

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.





- 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" B.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
- SEE SURVEY BY THIS COMPANY DATED MARCH 4, 2021

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	= 772 SF
FRONT LANDSCAPING PROVIDED	= 1,259 SF

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.

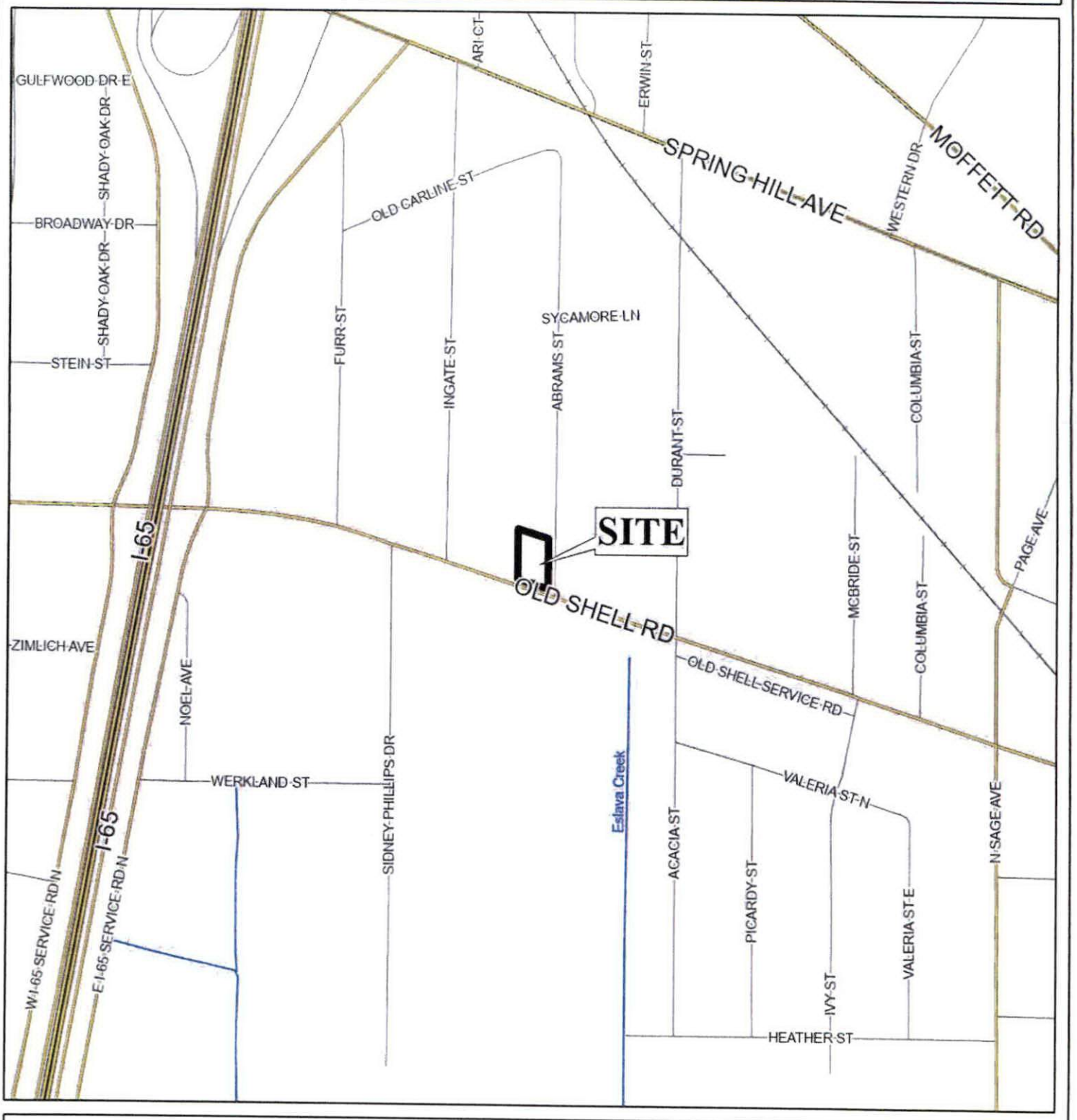
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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

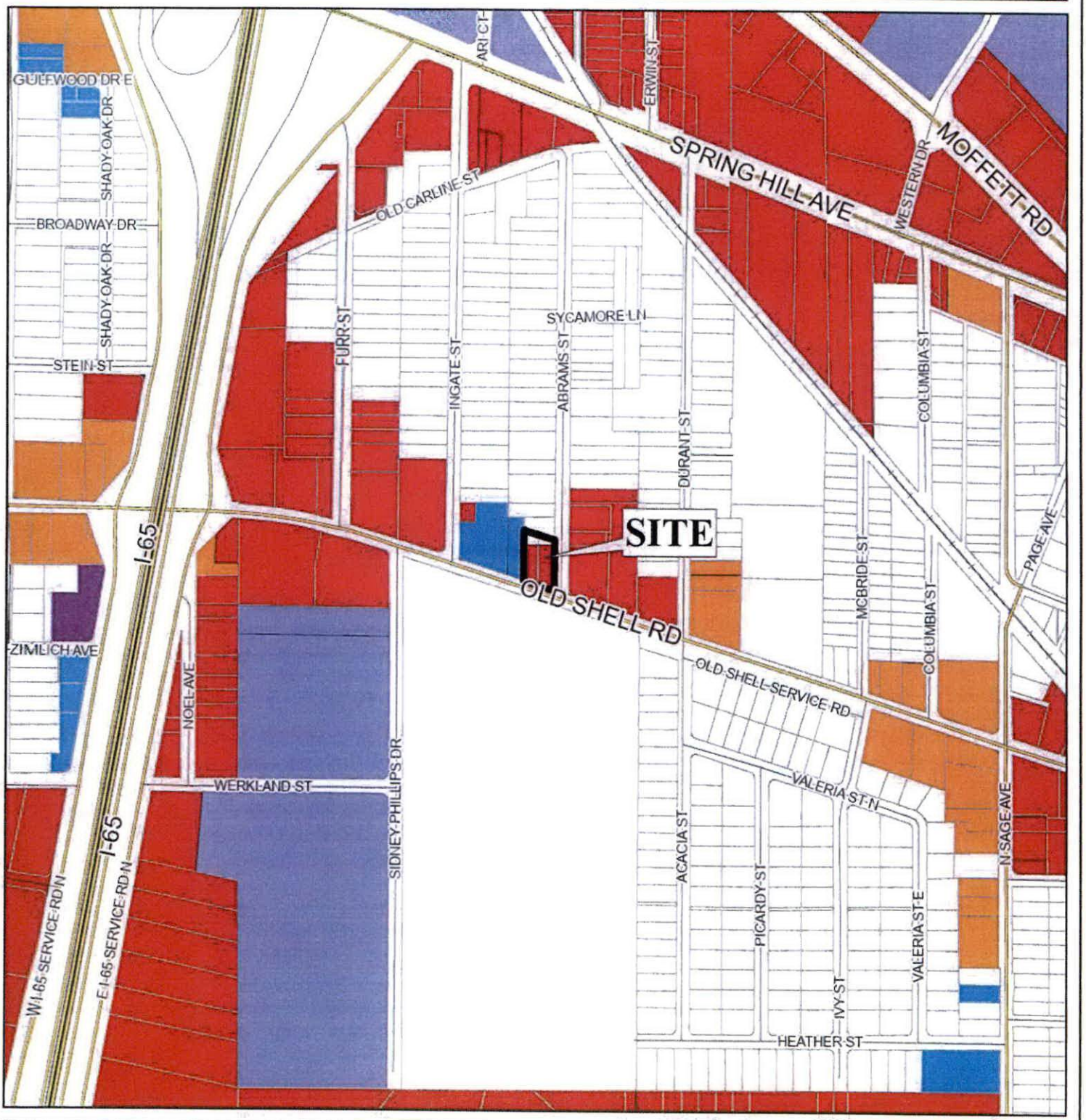
APPLICANT Bringer Of Rain Estates Subdivision

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

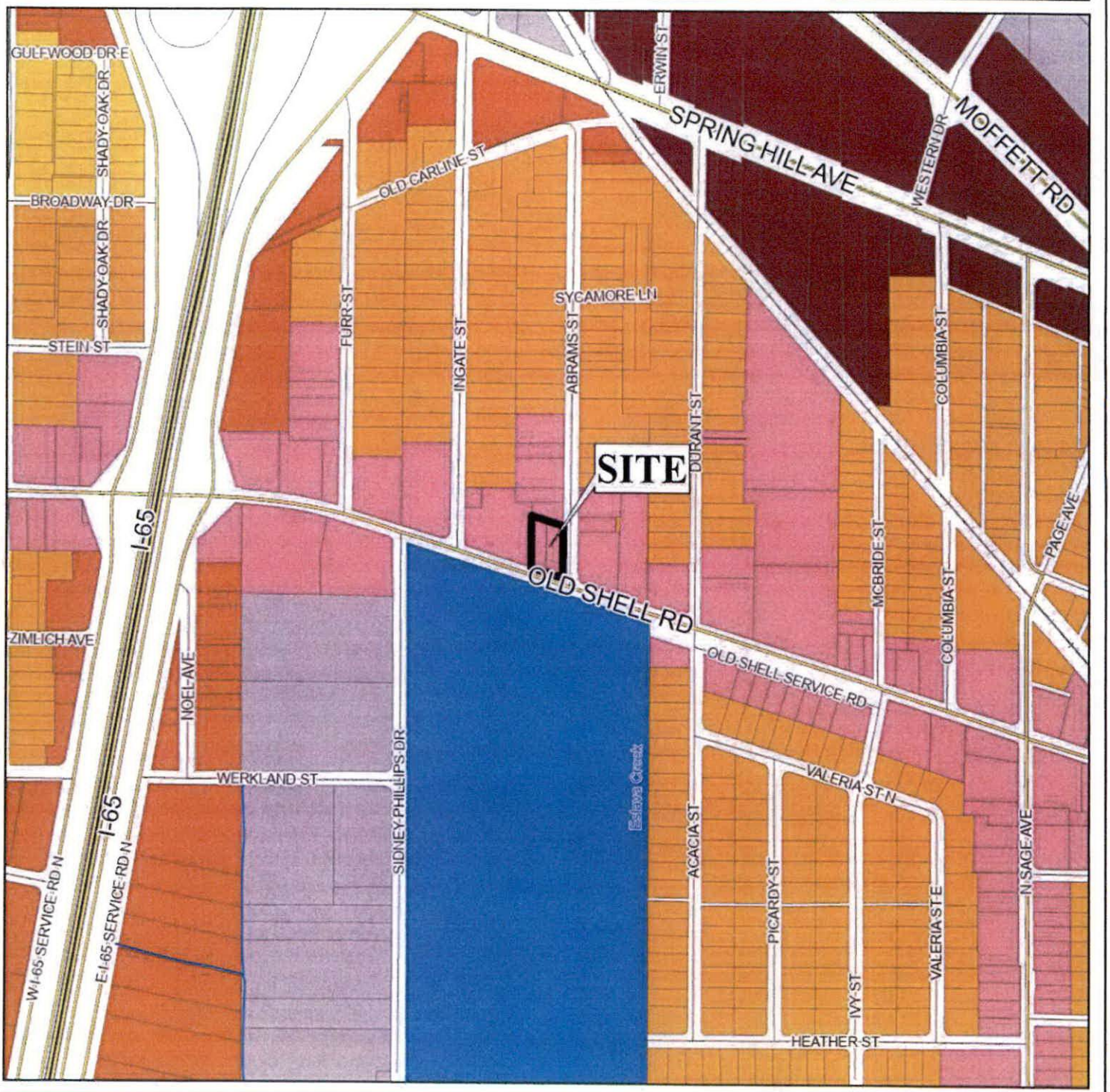
APPLICANT Bringer Of Rain Estates Subdivision

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

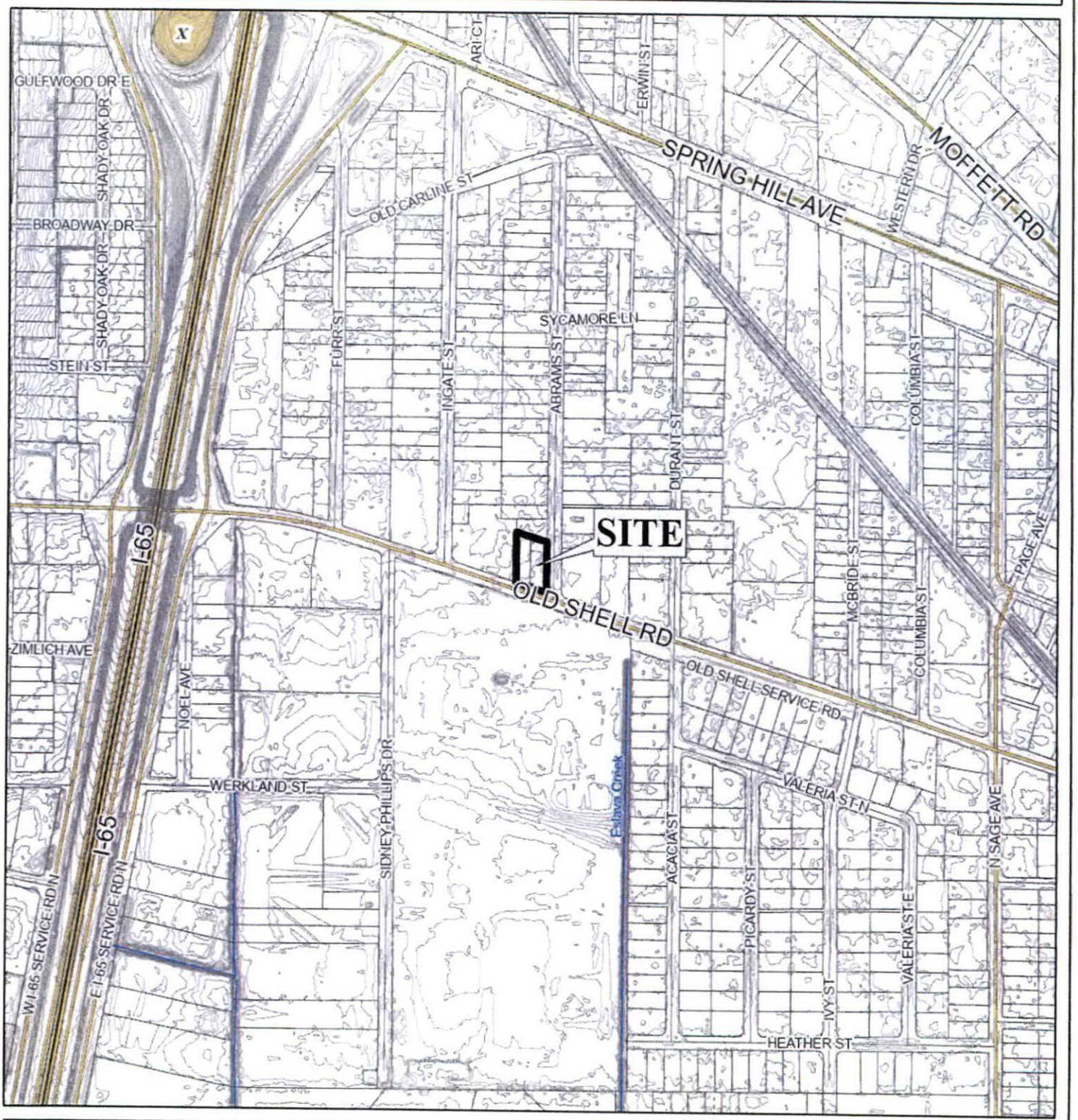
Layer2

- 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

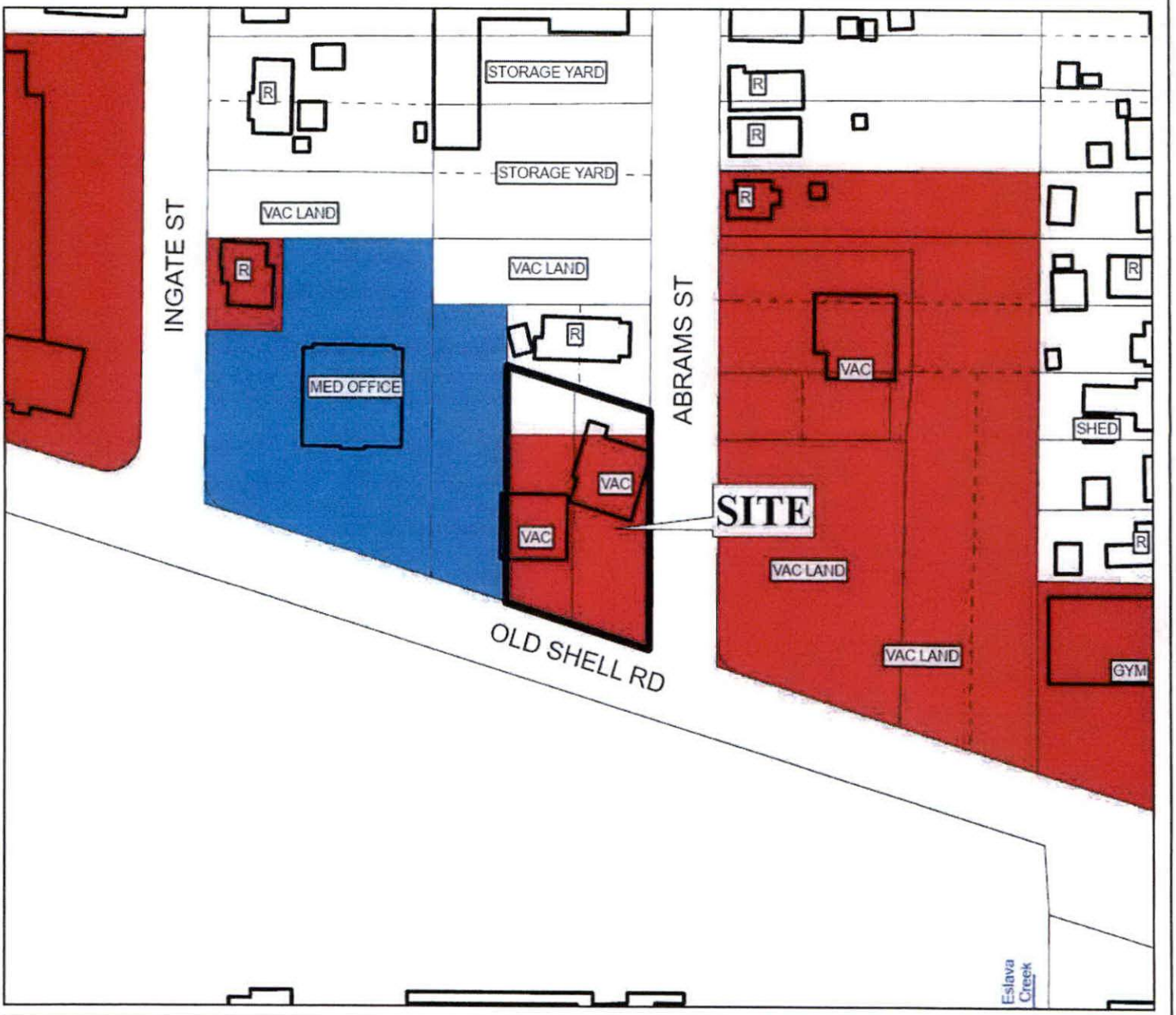
APPLICANT Bringer Of Rain Estates Subdivision

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

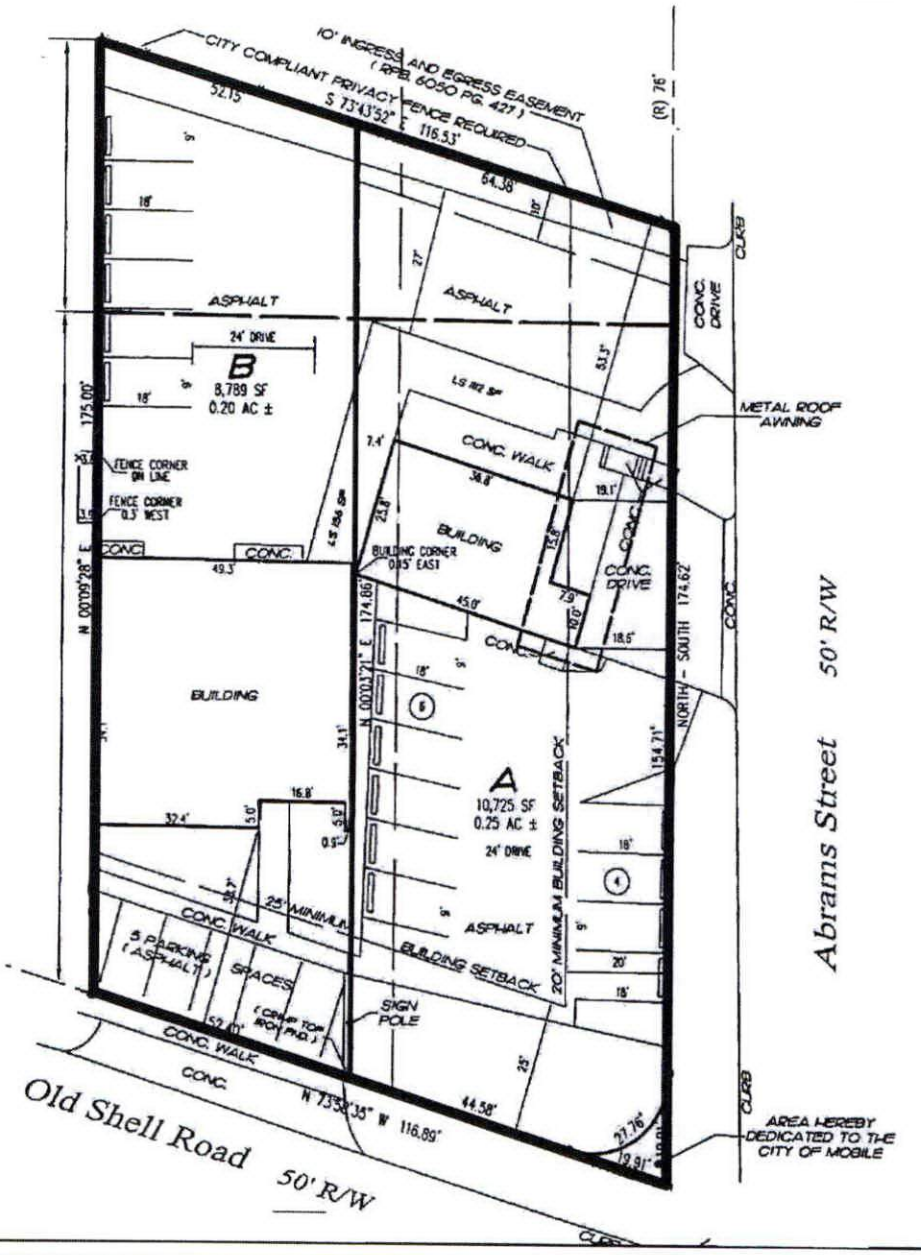
APPLICANT Bringer Of Rain Estates Subdivision

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 INK LOCK 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:12/6/2022

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	12/1/2022 - 9:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 9:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 9:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 9:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 10:20 AM

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 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

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

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: _____ 38

Telephone: 251 391 5576 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN: _____

Residence Address:

_____ Dr

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 Bank

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.

Bonk

Signature

11/14/22

Date signed

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Harkins	Cover Memo	11/10/2022

REVIEWERS:

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

CITY CLERK DEPARTMENT
2022 NOV -7 AM 9:51

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: Frank Harkins - CEO Gulf Coast Goodwill Date: 11/7/22

Address: 2440 Gordon Smith Dr 36617 (D1)

Phone: 251.471.1581 Email bill@goodwillgc.org

Date to Address City Council: 12/6/22

Subject (must be completed): Council will read Proclamation and Frank will pass out ornaments.

Spoke with Bill Dillman

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 3:52 PM

CITY CLERK DEPARTMENT

2022 NOV 29 PM 4:29

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: J. Arendall

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 3:54 PM

ADDRESSING THE CITY COUNCIL

CITY CLERK'S OFFICE
MOBILE, AL
WED, NOV 23, PM 1:05 RCVD

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: Rev. Tony Algood Date: 11/23/22

Address: 214-A DeSales Avenue (36601)

Phone: 251-680-4240 Email

Date to Address City Council: December 6, 2022

Subject (must be completed): The relationship between the MPD & the homeless population

- City providing dumpster f/ homeless for their trash

Specific Questions:

Signature: Via T.C. phone

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 3:56 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: 12/6/22

Subject (must be completed): Non Profit Residental 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:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ashbee	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 1:51 PM

CITY CLERK DEPARTMENT

2022 DEC -1 PM 1:14

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: Susan J. Ashbee, M.D. Date: 12/1/2022

Address: Mostellar Medical Center, 13401 - Pascagoula Switch Rd Bayou la Batre 36509 office

Phone: 251-680-3123 Email: sasbee@aol.com

Date to Address City Council: 12/6/2022

Subject (must complete): Vote No on Marijuana Dispensaries

1) Will get into hands of children whose brains are still developing til age 25 yr. 2) Chronic use can cause brain changes in Prefrontal cortex where memory is formed. 3) increase in crime in cities (see Denver Co - "Impacts of Marijuana Legislation in Colorado - July 21) 4) Does not decrease cartel growth houses in cities - whose prices undercut dispensaries)

Specific Questions: How well will you monitor content / % of THC in each individual product? How will you be able to assure buyer will keep it out of hands of children/teens? Will investors be monitored for conflict of interest? Will buyer be required to follow up with Primary Care Physician in addition to Dispensary Physician? What will be the qualification of Dispensary Physicians?

Signature: Susan J Ashbee M.D

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Blancher	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 1:53 PM

CITY CLERK DEPARTMENT
2022 DEC -1 PM 1:14

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: Madeleine S Blancher, MD Date: 12/1/2022

Address: 6304 Piccadilly Square Suite 3 Mobile, AL 36609

Phone: 251-219-7643 Email: 2016cbr@gmail.com

Date to Address City Council: 12/13/2022

Subject (must complete):

I want to speak before the City Council to express my objection to marijuana dispensaries. I am concerned about the impact that such dispensaries pose to the health of children and the general population. I do not understand the need for them.

Specific Questions: Why is there such a push to approve these establishments? What controls are going to be put in place to make sure this is not abused? Who is going to monitor these dispensaries to make sure they are in compliance to your rules?

Signature: MSBlancher

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Adams	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 11:06 AM

CITY CLERK DEPARTMENT

2022 DEC -1 AM 10:44

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: Kalenski Adams Date: 12/01/22

Address: 1111 E I-65 Service S, Ste 207, Mobile, AL 36606

Phone: 251 605 3543 Email: Qenade@opportunityentertainers.org

Date to Address City Council: Tuesday Dec 6, 2022

Subject (must complete): Opportunities Day School Tour

Specific Questions:

Signature: Qenade Adams

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dortch	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 11:07 AM

CITY CLERK DEPARTMENT
2022 DEC -1 AM 10:44

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: Nathefia Dortch "Nina" Date: 12-01-22

Address: 11118 165 Service Rd S Ste 207 Mobile AL 36606

Phone: 2516053543 Email: Genade@opportunity4entertainers.org

Date to Address City Council: Dec 6, 2022

Subject (must complete): Opportunity Day School Tour

Specific Questions:

Signature: Genade Adams

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Toomer	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 11:08 AM

CITY CLERK DEPARTMENT

2022 DEC -1 AM 10:44

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: Rodney Toomer Date: 12-01-22

Address: 1111 E I-65 Service Rd S Ste 207 Mobile AL 36606

Phone: 2516053543 Email: genade@opportunity4entertainers.org

Date to Address City Council: Dec 6, 2022

Subject (must complete): Opportunity Day School Tour

Specific Questions:

Signature: Genade Coleny

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 1:58 PM

CITY CLERK DEPARTMENT
2022 DEC -1 PM 1:15

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: Reggie Hill Date: 12/1/22

Address: 1007 Center Street

Phone: 256-665-6748 Email rhills4hf@gmail.com

Date to Address City Council: 12/6/22

Subject (must be completed): Request formal (official) response regarding matters presented on Chapter 38 & 46 of the Mobile Municipal Code. ARP, Dauphin, Civic Center

Specific Questions: Will forward by noon on Monday (12/5)

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 3:01 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 1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1263 Baker Street (south side of Baker Street, 2/5± mile West of Yeend Street) from R-2, Two-Family Residential District, and I-2, Heavy Industrial District, to I-2, Heavy Industrial 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 WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-

12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of November, 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 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE

TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Alabama State Port Authority (Casey Pipes, Agent)
1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 19, 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 **Alabama State Port Authority (Casey Pipes, Agent)** for a change in zoning from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend 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

Helmsing, Leach, Herlong, Newman & Rouse P.C.

062478

137772 $408.80 23615 SPH Mobile/

ZON-002207-2022
Alabama State Port Authority

000864 City of Mobile 10/18/2022 $408.80

Payee Name: City of Mobile

62478

HELMSING LEACH
ATTORNEYS AT LAW

150 Government Street
2000 La Clede Bldg.
P.O. Box 2767
Mobile, AL 36652

HANCOCK BANK
61-661
651

062478

10/18/2022 DATE

$408.80 AMOUNT

Four Hundred Eight and 80/100 Dollars

PAY TO THE ORDER OF

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Helmsing, Leach, Herlong, Newman & Rouse P.C. - Lawyers Firm Account

AUTHORIZED SIGNATURE

⑈062478⑈ ⑆065106619⑆ ?2098083 6⑈

HELMSING
LEACH
ATTORNEYS AT LAW

CASEY PIPES
jcp@helmsinglaw.com

October 18, 2022

VIA HAND DELIVERY
Build Mobile
Government Plaza Building
205 Government Street
Mobile, AL 36602

RE: ZON-002207-2022 Alabama State Port Authority

To whom it may concern:

Enclosed is our firm check in the amount of $408.80 which is the advertising fee for the above referenced zoning application.

Very truly yours,

CASEY PIPES

JCP/mcn
Enclosures

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Casey Pipes
Helmsing Leach Herlong Newman
150 Government Street
Unit 2000
Mobile, Alabama 36602

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

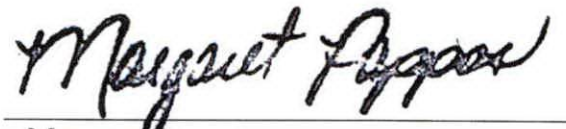
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $408.80. 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: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 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-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 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

MOBILE
ALABAMA

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 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-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 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.

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.

Casey Pipes — Name

jcp@helmsinglaw.com — Email

P.O. Box 2767 Mobile AL 36652 — Full Address (Street, City, State, Zip)

251-432-5521 — 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.

Alabama State Port Authority — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

See attached — Property Address

See attached — Parcel Number

50.91 acres — Property Area (acres or square feet)

I-2 and B-2 — Present Zoning

I-2 — 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 _____ Date 9/6/22

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 _____ Date 9/6/22

Application Submission
Contact Information

Name of Project: Port of Mobile Logistics Park Subdivision

Address: Baker Street (no address)

Owner: Alabama State Port Authority

Address: 250 Water Street, Suite 300 Mobile AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Casey Pipes

Address: P.O. Box 2767 Mobile AL Zip Code: 36652

Phone: 251-432-5521 Fax: 251-432-0633 Email: jcp@helmsinglaw.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Jacob Franklin, P.E. Kimley-Horn

Address: 11 N. Water Street, Suite 9290 Mobile AL Zip Code: 36602

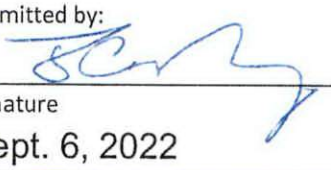
Phone: 251-316-2581 Fax: _____ Email: jacob.franklin@kimley-horn.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Casey Pipes
Signature Print

Sept. 6, 2022 Agent for Owner
Date Affiliation to project/Organization

August 8, 2022

Build Mobile
Government Plaza Building
PO Box 1827
Mobile, AL 36633

RE: Authorization Letter

To whom it may concern:

The Alabama State Port Authority is the owner of the property listed on Exhibit A.

We hereby authorize Casey Pipes to apply for land use and zoning applications, including subdivision, rezoning, voluntary use restrictions, and sidewalk waivers, for some or all of the parcels listed on Exhibit A.

Thank you for your attention to this matter.

ALABAMA STATE PORT AUTHORITY

By: DOUGLAS C. OTTO, JR.
Its: VICE PRESIDENT, ENGINEERING

Enclosure

EXHIBIT A

PID	KEYNUM
2911360002001XXX	966146
2911360009001XXX	974333
2911360002002XXX	966155
2911360002003XXX	966164
2911360002004XXX	966173
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PORT OF MOBILE LOGISTICS PARK SUBDIVISION
LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

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R022910260001004.000
R022910260001005.000
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R022911341001002.000
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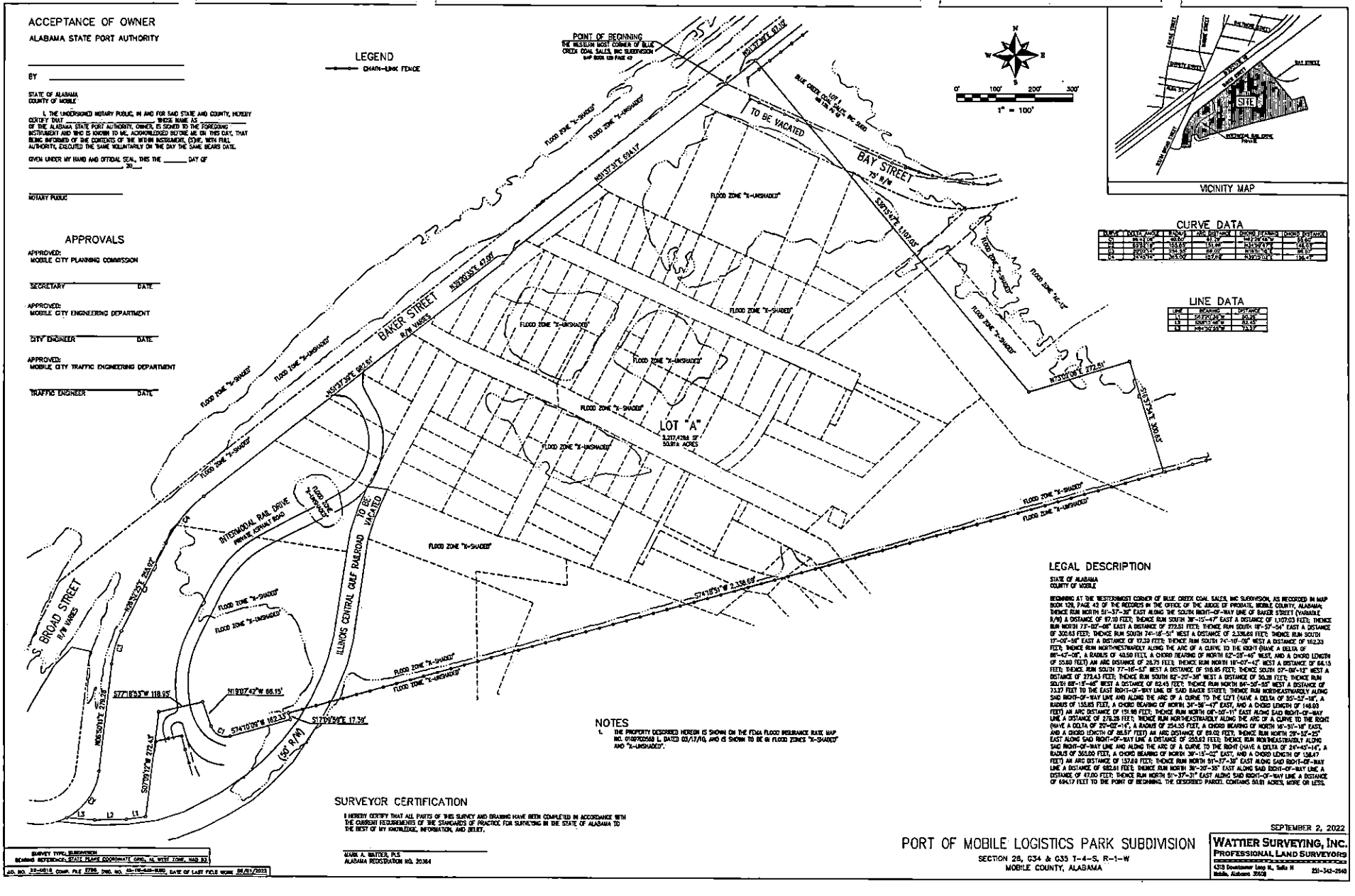
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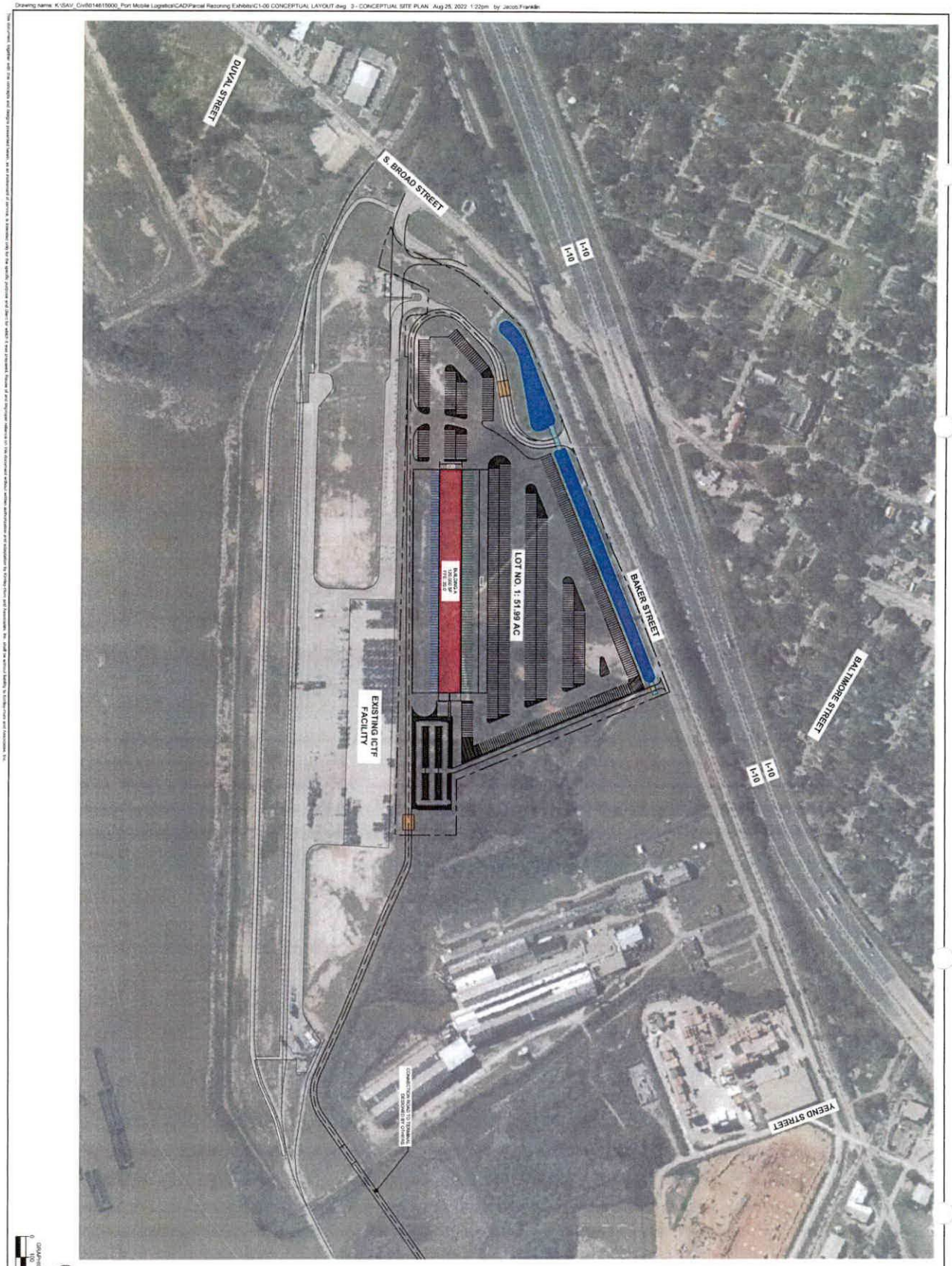
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R022911360002058.000


ACCEPTANCE OF OWNER
ALABAMA STATE PORT AUTHORITY
BY
STATE OF ALABAMA
COUNTY OF MOBILE
I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF THE ALABAMA STATE PORT AUTHORITY, OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (S)HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF ____, 20__
NOTARY PUBLIC
APPROVALS
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT
TRAFFIC ENGINEER DATE
LEGEND
CHAIN-LINK FENCE
POINT OF BEGINNING
THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION
MAP BOOK 128 PAGE 43
N51°37'39"E 87.10'
BLUE CREEK COAL SALES, INC SUBDIVISION
LOT 1
TO BE VACATED
BAY STREET
75' R/W
S39°57'54"E 1,107.03'
N51°37'39"E 694.17'
BAKER STREET
R/W VARIES
N39°20'55"E 47.09'
N51°37'39"E 691.61'
LOT "A"
2,217,428± SF
50.89± ACRES
N73°01'08"E 272.51'
S16°57'54"E 300.85'
INTERMODAL RAIL DRIVE
PRIVATE ASPHALT ROAD
ILLINOIS CENTRAL GULF RAILROAD
TO BE VACATED
S74°18'51"W 2,336.69'
S. BROAD STREET
R/W VARIES
N05°50'01"E 279.26'
S77°16'53"W 118.93'
N19°07'42"W 66.15'
S74°10'06"E 162.33'
S17°09'58"E 17.39'
(50' R/W)
S07°09'12"W 272.43'
FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"
L1
L2
L3
CURVE DATA
LINE DATA
NOTES
1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0568 L DATED 03/17/10, AND IS SHOWN TO BE IN FLOOD ZONES "X-SHADED" AND "X-UNSHADED".
SURVEYOR CERTIFICATION
I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364
LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE
BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 128, PAGE 43 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 87.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-08" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.85 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-58" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-06" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 89°-42'-08", A RADIUS OF 43.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 35.80 FEET) AN ARC DISTANCE OF 26.70 FEET; THENCE RUN NORTH 16°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-16'-53" WEST A DISTANCE OF 118.85 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-27'-39" WEST A DISTANCE OF 50.28 FEET; THENCE RUN SOUTH 88°-15'-45" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-58'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-57'-18", A RADIUS OF 153.85 FEET, A CHORD BEARING OF NORTH 24°-58'-47" EAST, AND A CHORD LENGTH OF 148.03 FEET) AN ARC DISTANCE OF 151.80 FEET; THENCE RUN NORTH 09°-00'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 278.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-16", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57 FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 28°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 225.62 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 682.61 FEET; THENCE RUN NORTH 38°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.89 ACRES, MORE OR LESS.
SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE COORDINATE GRID, AL WEST ZONE, NAD 83
JOB NO. 22-0818 COMP. FILE 2786 DWG. NO. 03-PM-SUB-BURD DATE OF LAST FIELD WORK 08/01/2022
SEPTEMBER 2, 2022
PORT OF MOBILE LOGISTICS PARK SUBDIVISION
SECTION 28, G34 & G35 T-4-S, R-1-W
MOBILE COUNTY, ALABAMA
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4313 Downtower Loop N., Suite H
Mobile, Alabama 36609
251-342-2540
VICINITY MAP
SITE
0' 100' 200' 300'
1" = 100'



SHEET NUMBER 3	TITLE: CONCEPTUAL SITE PLAN	PROJECT: PORT OF MOBILE LOGISTICS PARK, MOBILE, AL 36603	PREPARED FOR: PortCity, SPH MOBILE, LLC, 3818 GA-21, PORT WENTWORTH, GA 31407, PHONE: 912.298.7150
	DATE: 08/25/2022	No. / ISSUANCE AND REVISION DESCRIPTIONS / DATE / BY	PREPARED BY: Kimley»Horn, © 2022 KIMLEY-HORN AND ASSOCIATES, INC., 11 NORTH WATER STREET, SUITE 9290, MOBILE, AL 36602, PHONE (251) 263-8345, WWW.KIMLEY-HORN.COM
	PROJECT NO: 014615000		
	DESIGNED: JF		
	DRAWN: JF		
	CHECKED: JF		
	APPROVED: TMC		

Alabama State Port Authority
250 Water Street, Ste. 300
Mobile, AL 36602

Casey Pipes
P.O. Box 2767
Mobile AL 36652

Vasilios Simpsiridis
1167 South Broad Street
Mobile, AL 36603-1039

CPI Properties
1159 South Broad Street
Mobile, AL 36603-1039

Lamar Advertising of Alabama
P.O. Box 66338
Baton Rouge, LA 70896-6338

Janice E. Chaney
857 McQuillen Street
Mobile, AL 36603-1043

State of Alabama
Suite E-205
600 Dexter Avenue
Montgomery, AL 36130

Broad Street Food Mart, Inc.
1167 South Broad Street
Mobile, AL 36603-1039

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

NAME	Alabama State Port Authority (Casey Pipes, Agent)
SUBDIVISION NAME	Port of Mobile Logistics Park Subdivision
LOCATION	1263 Baker Street (South side of Baker Street, 1/5 mile± West of Yeend Street).
CITY COUNCIL DISTRICT	District 3
PRESENT ZONING	R-2, Two Family Residential District, and I-2, Heavy Industry District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	1 Lot / 50.9± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record; and Rezoning from R-2, Two Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Immediate

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. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision.
C. Label all of the adjacent existing parcels.
D. Provide and label the monument set or found at each subdivision corner.
E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence?
F. Show and label the existing ROW along the opposite side of Baker Street.
G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED".
H. Review and revise the written legal description or boundary label for C1.
I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
J. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
K. Show and label all flood zones. New maps went into effect on June 5, 2020.
L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'.
M. Show and label each and every Right-Of-Way and easement.
N. The proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures.
O. 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.
P. 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.
Q. 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.
R. 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.
S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
T. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has not been submitted or reviewed by Traffic Engineering. Potential access changes to the existing ICTF Facility as illustrated in the conceptual site plan have not been fully vetted as it appears to shift the public roadway of Baker Street of the public right-of-way. [preceding need not be part of subdivision note] Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from multiple legal lots of record, multiple metes-and bounds parcels, and vacated public rights-of-way, and Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industry District.

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

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

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

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

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

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

The applicant submitted the following concerning the Rezoning:

PROJECT DESCRIPTION.

The Alabama State Port Authority (the "Port") previously acquired multiple parcels of property so it could expand its facilities and aid in the movement of cargo and shipping containers into and out of the Container Port and the other Port facilities. The subject

property will be the site of a logistics park and distribution facility. This property is adjacent to the existing Intermodal Container Transfer Facility (ICTF). Rather than building this logistics and distribution facility itself (which would not require rezoning due to the Port's exemption from the City's zoning ordinances), the Port has decided to enter into a lease agreement with a private company to design, build, finance, operate and maintain (DBFOM) the facility for a term of years. After a public "Request for Qualifications" period, the Port selected Port City Logistics to be its tenant on this site. Casey Pipes, the applicant, is an attorney representing Port City Logistics.

The logistics park project will involve the construction of internal, private driveways, truck and trailer parking areas, and a building that will allow for cross-docking and trans-loading of cargo that is out-bound from the Port. A conceptual site plan is provided for general illustration purposes.

PLAN CONSISTENCY STATEMENT.

This application is 100% consistent with the City's Comprehensive Plan, the City's Future Land Use Plan, and the City's Future Land Use Map. The "Development Framework Map" for the Comprehensive Plan (page 33) identifies this property as being "Industrial". The Future Land Use Map calls for this property to be "Heavy Industry (HI)". The Future Land Use Plan's "matrix" states that the requested zoning district, Heavy Industry I-2, is "directly related" with the "Heavy Industry (HI)" Future Land Use Map district. Over half of this property is already zoned I-2, and the other part is B-2 from a subdivision that was discontinued years ago.

This application seeks to rezone the subject property to the exact zoning district classification that the City's plans all state is the most appropriate zoning classification for the property. Granting the application is consistent with all the City's plans. Denying the application is inconsistent with each of the City's plans.

ZONING STATEMENT

The subject property will be a mix of I-2 and R-2 following a resubdivision that will create one large lot from many smaller ones. The zoning change will cure the split zoning that will result.

The R-2 area is the site of the former Bayside Nurseries subdivision from 1895. The homes in this subdivision have all long since gone away. The City's streets in the platted subdivision were vacated by the City Council over ten years ago (see, e.g., Resolution 47-280 from July of 2012; Book 6919, Pages 767 et seq, Mobile Probate Records).

Even if R-2 had been appropriate at some point in the past, R-2 is manifestly erroneous for this property today due to a change in conditions. It is surrounded by heavy industrial uses on all sides, and it is located between I-10 and an active rail road track on the North, and more active rail road tracks and the ICTF facility on the South. To the extent this site was ever properly zoned R-2, there has been a substantial change in conditions which no longer make R-2 appropriate. This is a heavy industrial area, and it will remain that way.

Further, there is an increased need for heavy industrial sites in close proximity to the Container Port and the ICTF facility. This need is evidenced by the Port's acquisition of the subject property and its desire to create a logistics park on this site.

Rezoning this property to industrial will not have any adverse impact on the surrounding land uses or properties.

The subject site consists of lots of Bayside Nurseries Subdivision, various metes-and-bounds parcels, and vacated public streets. The Bayside Nurseries Subdivision was originally assigned the R-2 classification when in residential use, and the adjoining properties were assigned the I-2 classification. The subdivision properties were eventually acquired by the Alabama State Docks, and the dwellings were removed. Surrounding properties were also eventually acquired by the Alabama State Docks. The Alabama State Port Authority now proposes to have the site developed and operated by a private company (which would not be exempt from the Zoning Ordinance) as a logistics and distribution facility in support of the State's Intermodal Container Transfer Facility, thus the site must be made into one legal lot of record. A split zoning situation would then be created within the one lot, necessitating rezoning to the appropriate I-2 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 Baker Street and Bay Street, both minor streets. Baker Street is curbed and guttered and would require a 50-foot right-of-way. The preliminary plat indicates a varying right-of-way width along Baker Street. Therefore, if approved, the plat should be revised to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication should be required to provide 25 feet from the centerline. A portion of Bay Street passes through the Northwest corner of the site and is indicated to be vacated. Therefore, if approved, the vacation of Bay Street should be completed prior to signing the Final Plat. The preliminary plat also indicates an Illinois Central Gulf Railroad right-of-way within the Southern portion of the site as to be vacated. This vacation should also be completed prior to signing the Final Plat, if approved.

The plat does not indicate a minimum building setback line along Baker Street. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication. The lot size is labeled on the preliminary plat in both square feet and acres, and this should be retained on the Final Plat, adjusted for any required dedication, or a table should be furnished on the Final Plat providing the same information.

As per the Traffic Engineering comments, 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, should 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.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail:

1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, there have been changing conditions within this area which make a change in the Ordinance necessary and desirable based upon the removal of the homes and the development of the Intermodal Container Transfer Facility site adjoining to the South. Furthermore, the subdivision of land into one building site makes reclassification of the land necessary and desirable to eliminate split zoning within the one proposed lot.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) revision of the plat to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication to provide 25 feet from the centerline;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication;
3) vacation of Bay Street prior to signing the Final Plat;
4) vacation of the Illinois Central Gulf Railroad right-of-way prior to signing the Final Plat;
5) retention of the lot size label in both square feet and acres, adjusted for any required street frontage dedication, or the furnishing of a table on the Final Plat providing the same information;
6) compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision. C. Label all of the adjacent existing parcels. D. Provide and label the monument set or found at each subdivision corner. E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence? F. Show and label the existing ROW along the opposite side of Baker Street. G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED". H, Review and revise the written legal description or boundary label for C1. I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. J. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. K. Show and label all flood zones. New maps went into effect on June 5, 2020. L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'. M. Show and label each and every Right-Of-Way and easement. N. The*

proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures. O. 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. P. 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. Q. 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. R. 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. S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. T. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

7) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
8) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior signing the Final Plat.

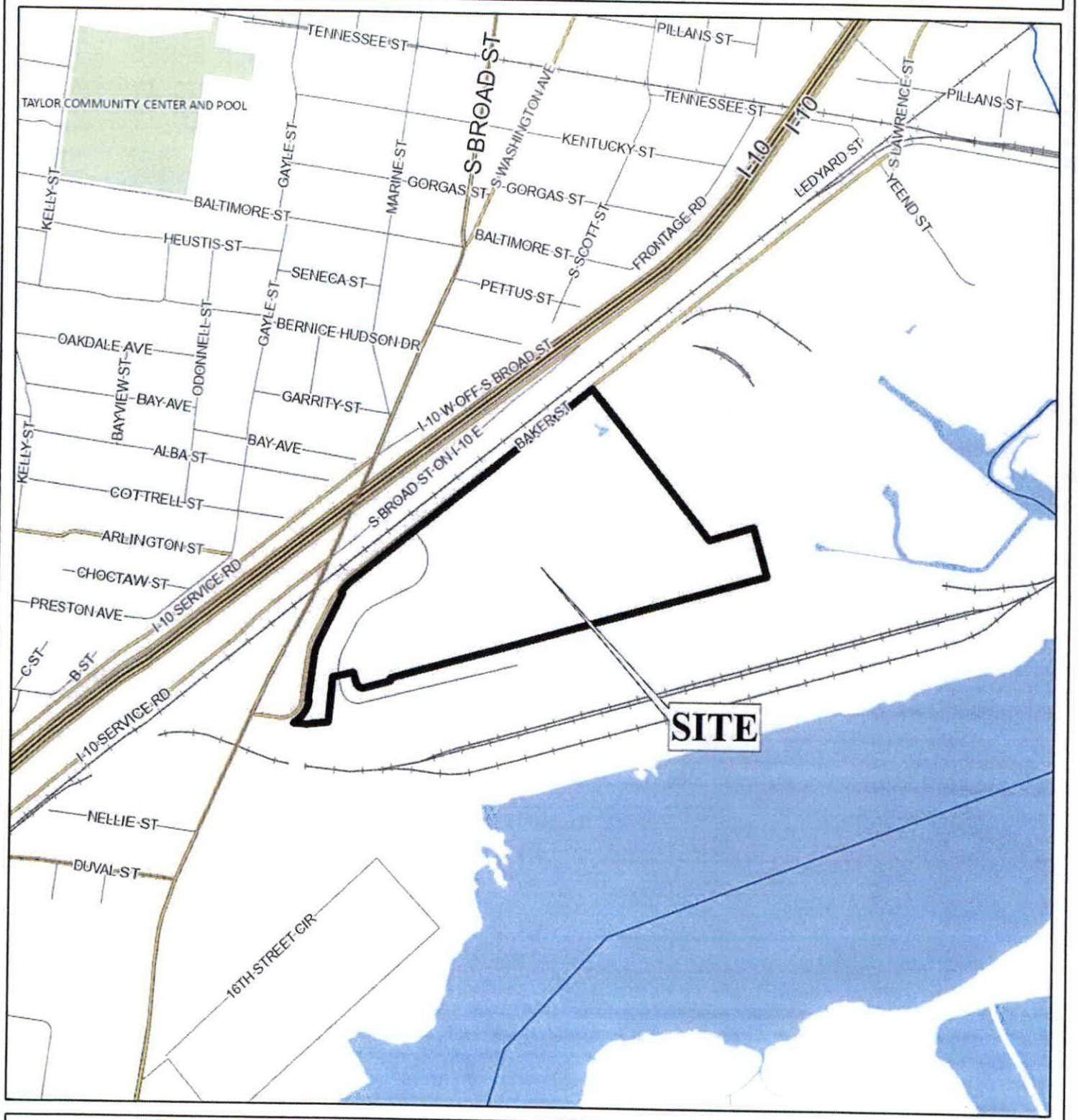
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

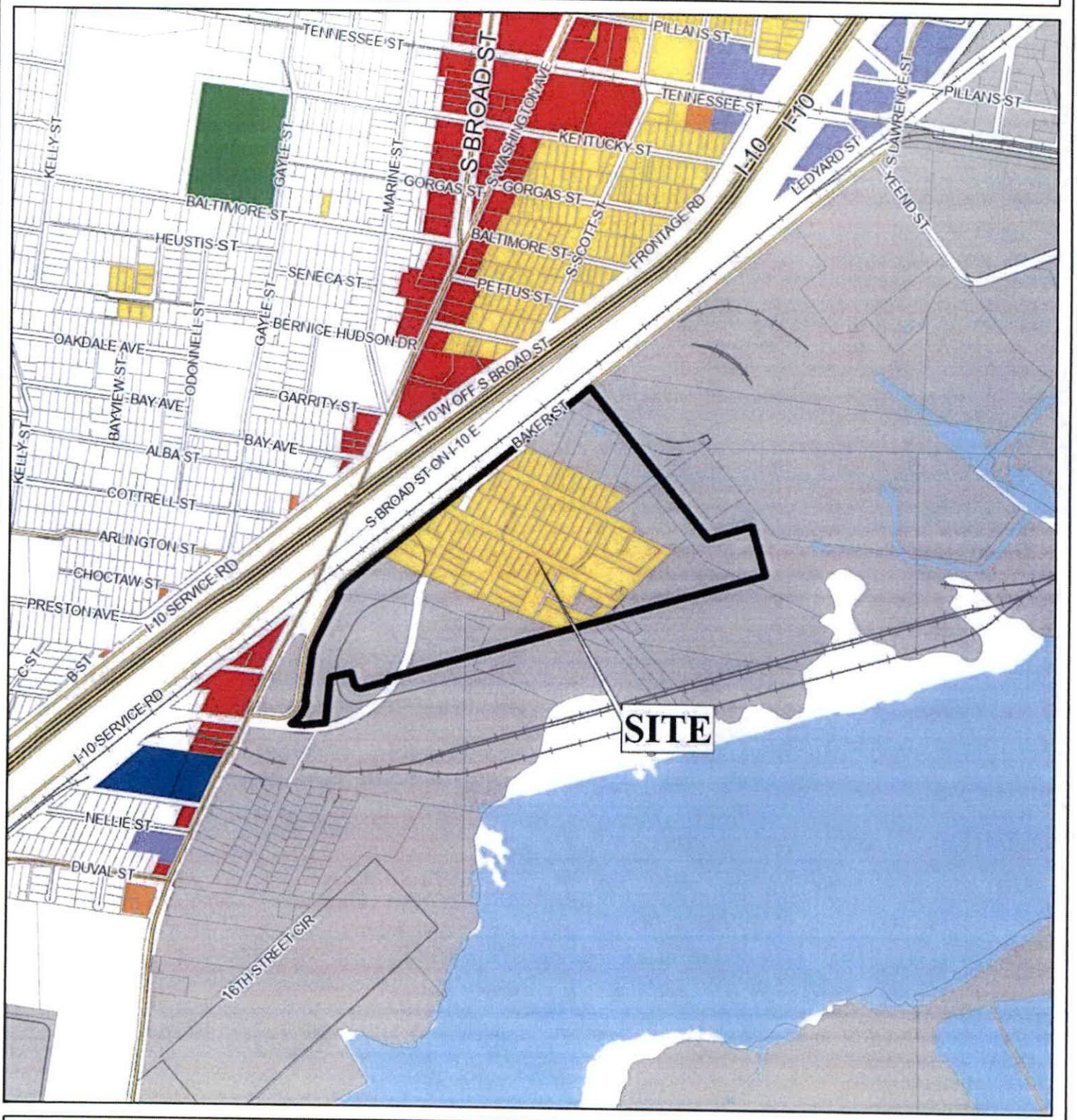
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 6, 2022

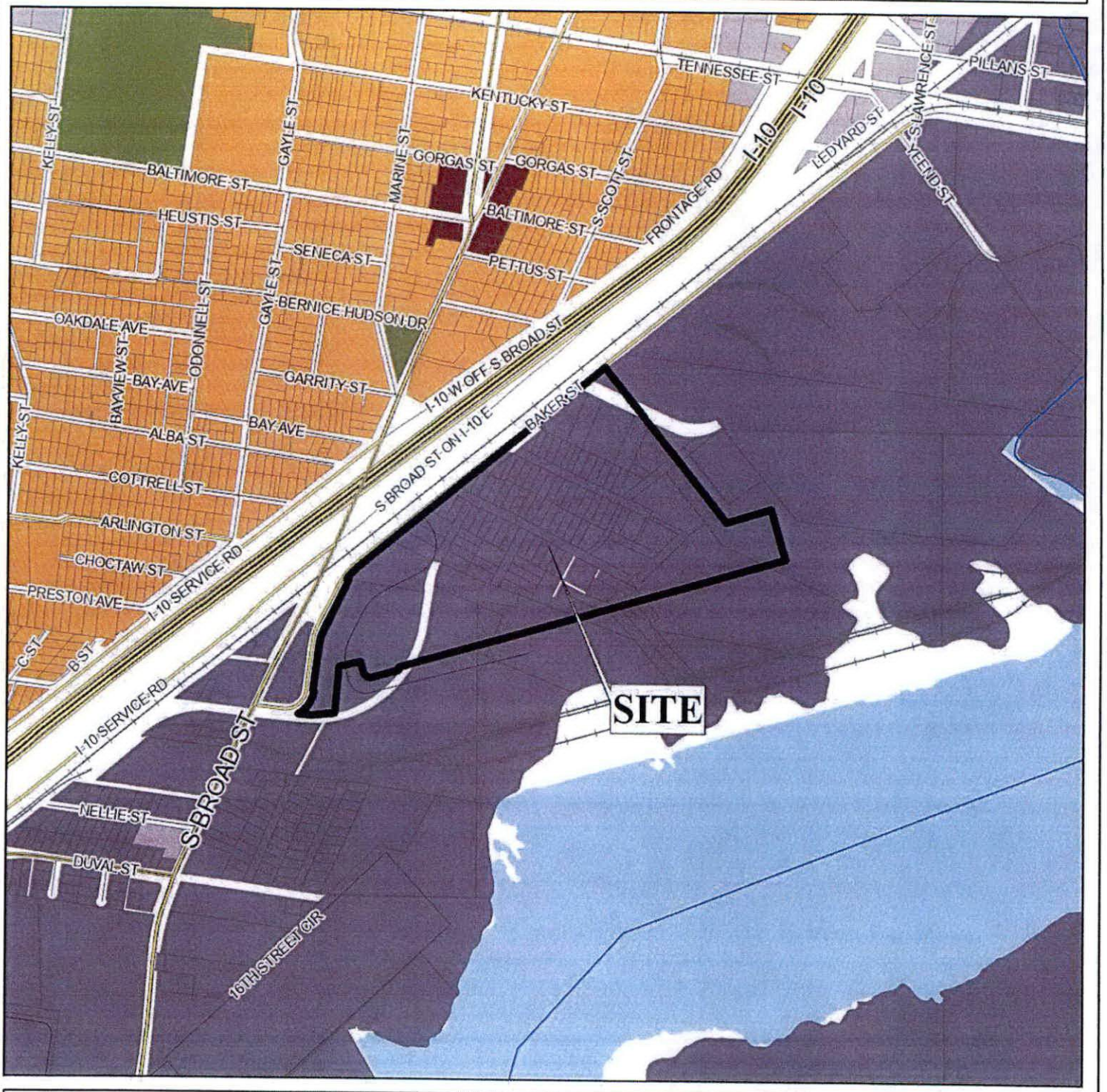
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

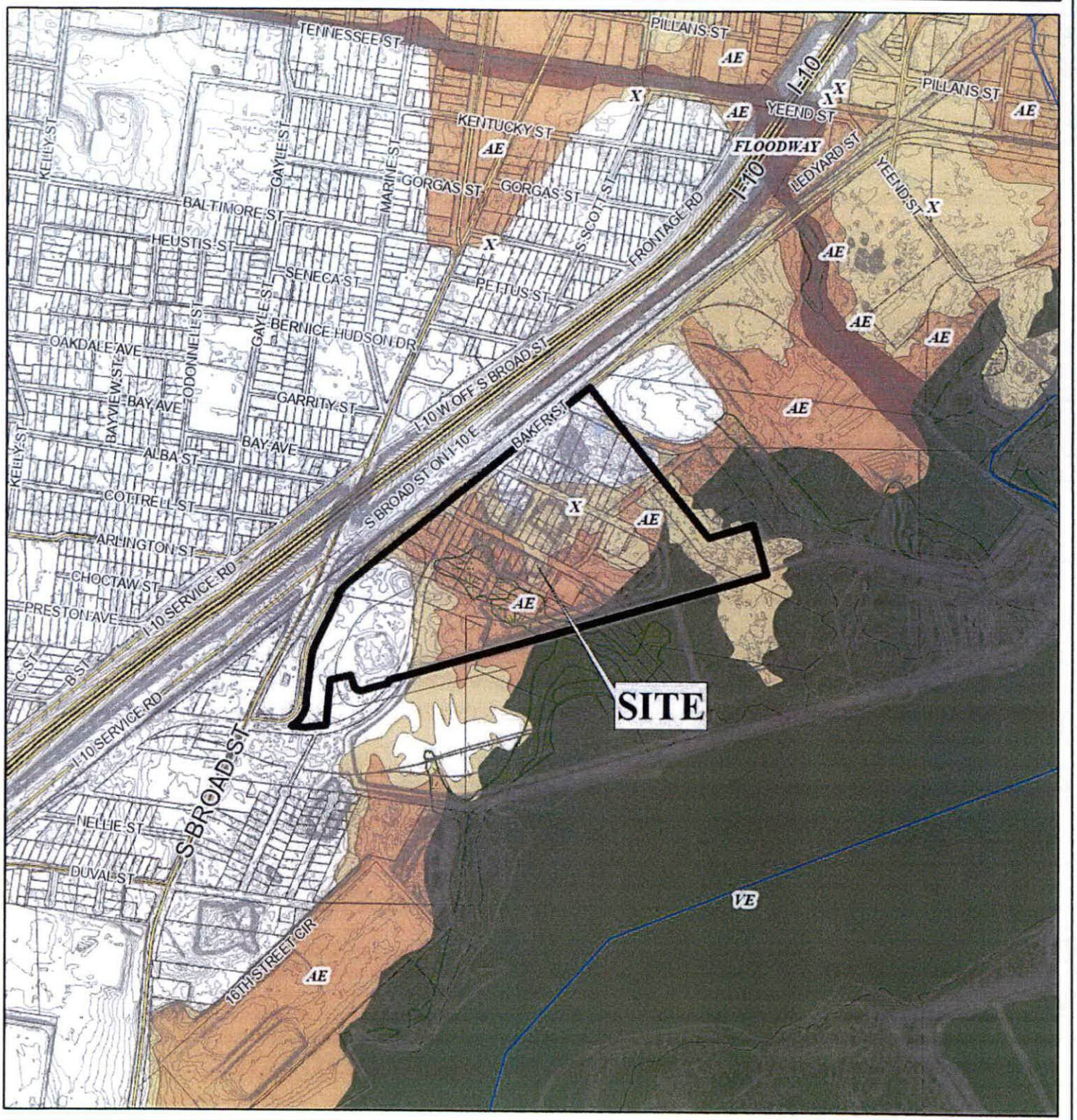
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

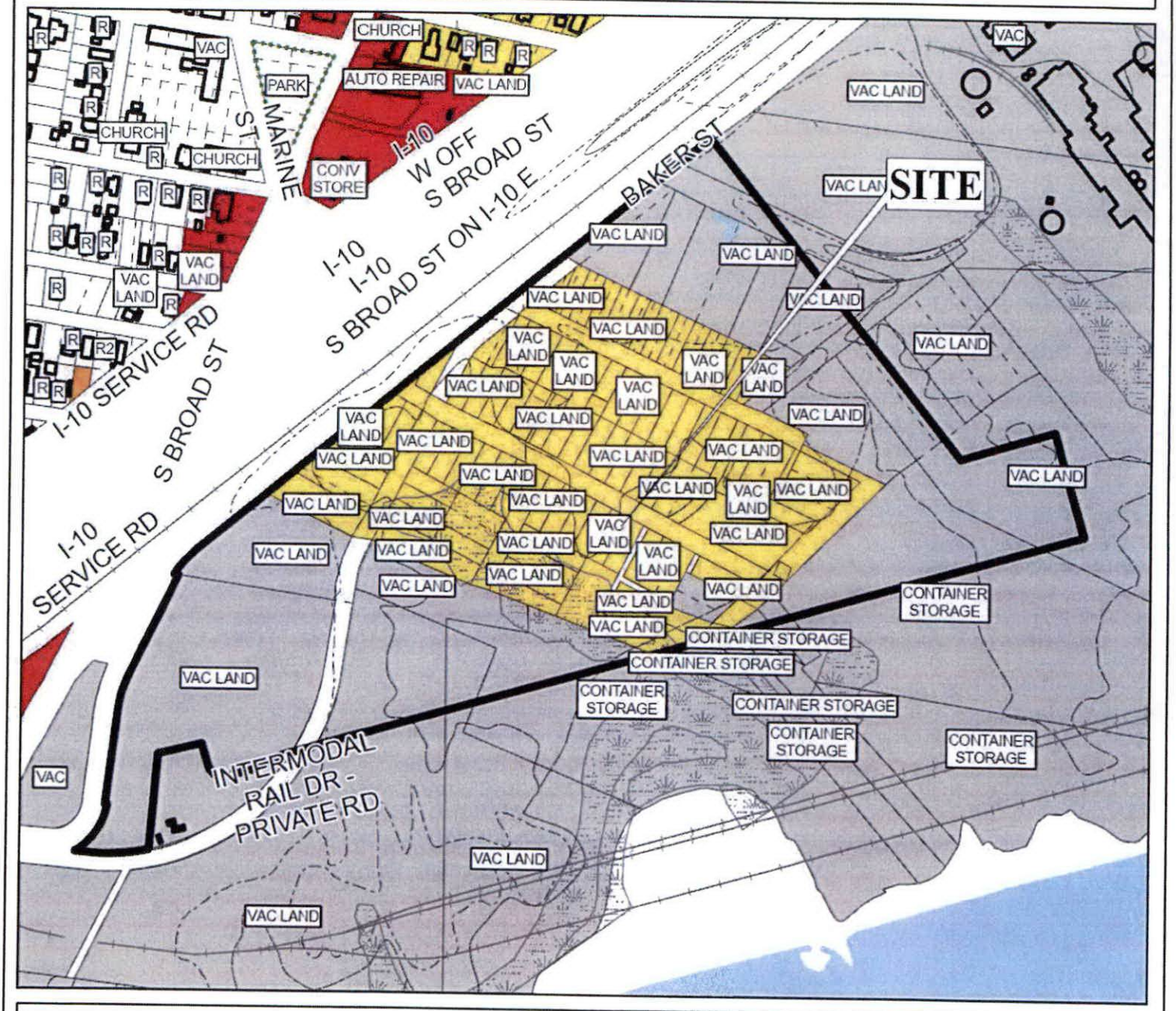
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by a container storage yard to the south. Residential units lie to the north of the site.

APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land.

APPLICATION NUMBER 7 DATE October 6, 2022

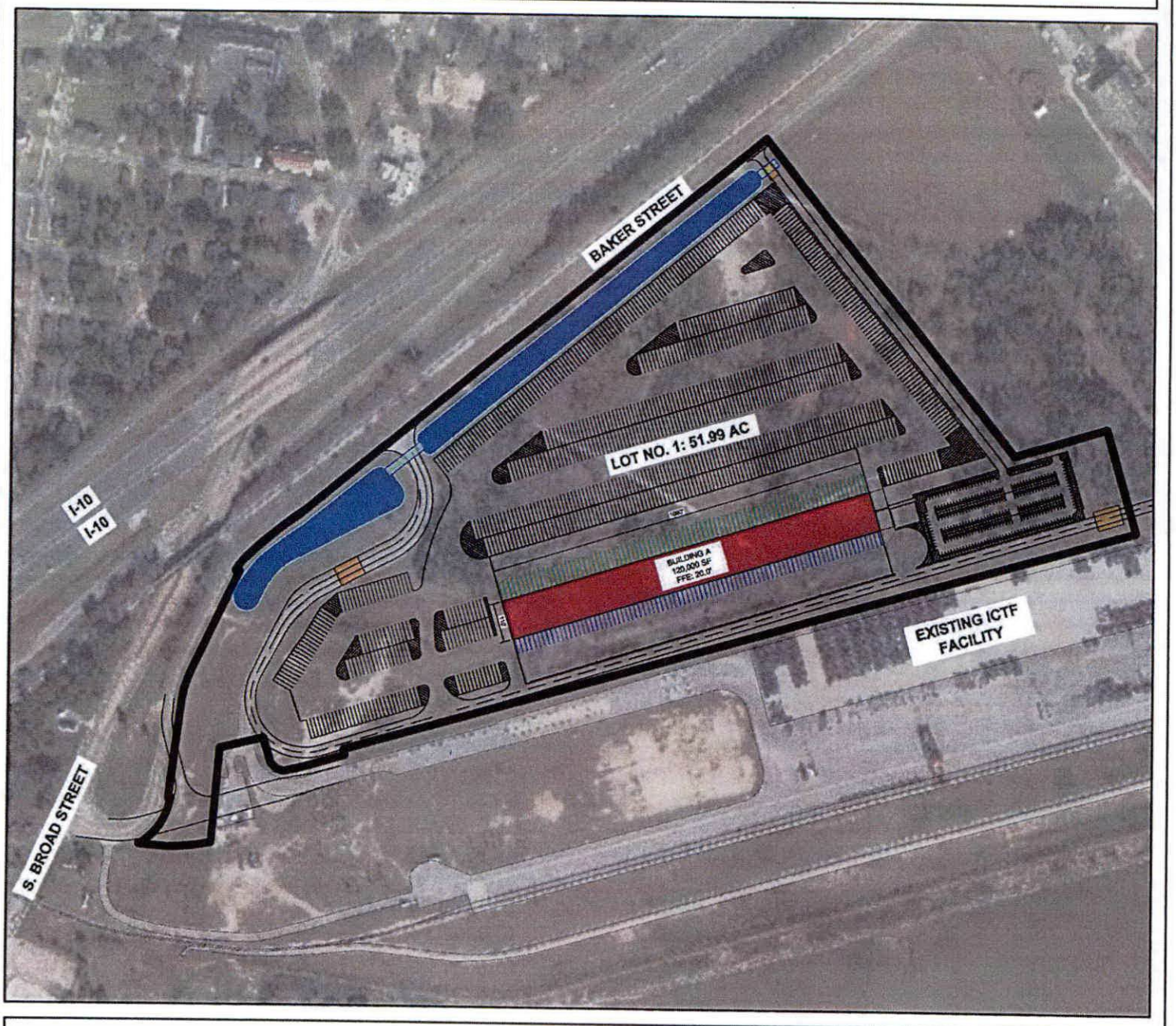
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed building, and parking.

APPLICATION NUMBER 7 DATE October 6, 2022

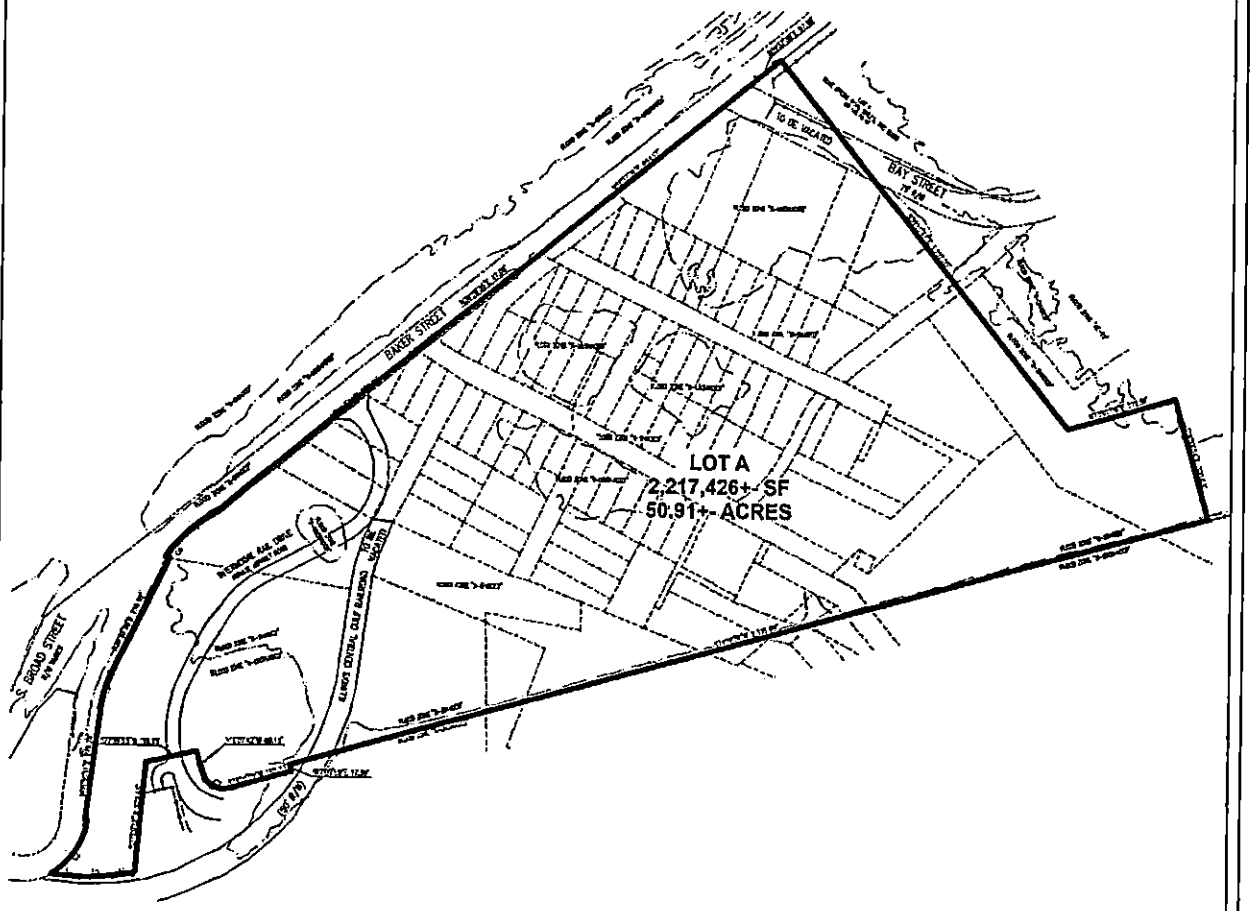
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning from R-2 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

Purpose and Scope of Project:

Update the maintenance agreement between the City of Mobile and ALDOT for the maintenance and operation of the traffic signal located at SR 193 and Walmart.

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
Traffic Engineering	White, Jennifer	Approved	11/18/2022 - 3:10 PM
Legal	Kern, Chris	Approved	11/23/2022 - 11:01 AM
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 11:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

Purpose and Scope of Project:

Update the maintenance agreement between the City of Mobile and ALDOT for the maintenance and operation of the traffic signal located at SR 193 and Halls Mill Road

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
Traffic Engineering	White, Jennifer	Approved	11/18/2022 - 2:57 PM
Legal	Kern, Chris	Approved	11/23/2022 - 10:57 AM
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 10:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

Purpose and Scope of Project:

Update the maintenance agreement between the City of Mobile and ALDOT for the maintenance and operation of the traffic signal located at US 90 and SR 193

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
Traffic Engineering	White, Jennifer	Approved	11/18/2022 - 2:46 PM
Legal	Kern, Chris	Approved	11/23/2022 - 10:47 AM
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 10:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 2023 Elgin Pelican Street Sweepers for Public Services.

General fund.

Amount of Contract:

$552,588.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221121 Sansom Agenda Package POs	Cover Memo	11/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:17 AM

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
2165	2023	(F7000) MOTOR POOL	2 2023 ELGIN PELICAN STREET SWEEPERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$552,588.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00002165-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/22	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	STREET SWEEPERS AS SPECIFIED:	2.00 EACH	276294.00000	552588.00

Additional Description Notes

2023 OR NEWER ELGIN PELICAN STREET SWEEPER.

TO BE DELIVERED FOB MOBILE

PRICING AS PER OMNIA / SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE #SECQ5275 DATED 11-18-2022

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E E0154 .VEHICLEEXP. . 552588.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 552588.00

Bill To	Requisition 00002165-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/22	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E E0154	.VEHICLEEXP.	.	552588.00	905337.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	552588.00	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	11/18/22	JOHN PAINE	GL Allocation changed
Approved	11/15/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/15/22	JAMES DELAPP	Auto approved by: 910520042
Approved	11/15/22	MARC VASSALLO	
Approved	11/18/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/18/22	JAMES DELAPP	Auto approved by: 910520042
Approved	11/18/22	MARC VASSALLO	
Approved	11/16/22	BRENDA RHODES	
Approved	11/16/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/16/22	RELYA MALLORY	Auto approved by: 910511034
Approved	11/21/22	BRENDA RHODES	
Approved	11/21/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/21/22	RELYA MALLORY	Auto approved by: 910511034
Approved	11/21/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/21/22	DONALD ROSE	Auto approved by: 9105paij
Approved	11/21/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/21/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	11/21/22	JOHN PAINE	
Approved	11/21/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00002165-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/22	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier 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 November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier must permit the Equipment and Products to be

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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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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;

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- 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.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. 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. Supplier 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:

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- 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.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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. As applicable, Supplier 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 Supplier in violation of applicable patent or copyright laws.

5. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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, Supplier 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

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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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier'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

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Elgin Sweeper Company
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Panizzi 67407721F3A64A7...
By: _____	By: _____
Jeremy Schwartz	David Panizzi
Title: Chief Procurement Officer	Title: Business Development Manager
Date: 11/15/2021 | 11:35 AM CST	Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	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):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	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.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	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?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	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.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	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?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	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?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

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 *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	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.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	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?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	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?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	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.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	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.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	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.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	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.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	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?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

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 *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	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?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	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 warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	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?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	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.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	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.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	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.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	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.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	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.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

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	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. 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.”

- Pricing - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

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:

    1. 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;

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

    3. 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. - David Panizzi, Business Development Manager, Elgin Sweeper Company

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_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 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:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 2022 Elgin Pelican street sweepers for Public Services.

General fund.

Amount of Contract:

$552,588.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221121 Sansom2 Agenda Package POs	Cover Memo	11/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:14 AM

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
1999	2023	(F7000) MOTOR POOL	2 2022 ELGIN PELICAN STREET SWEEPERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$552,588.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001999-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	190715	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	STREET SWEEPERS AS SPECIFIED:	2.00 EACH	276294.00000	552588.00

Additional Description Notes

2022 OR NEWER ELGIN PELICAN STREET SWEEPER.

TO BE DELIVERED FOB MOBILE

PRICING AS PER OMNIA / SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE #SECQ5275 DATED 11-18-2022

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E E0050 .VEHICLEEXP. . 552588.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 552588.00

Bill To	Requisition 00001999-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	190715	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E E0050	.VEHICLEEXP.	.	552588.00	112998.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	552588.00	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	11/18/22	JOHN PAINE	GL Allocation changed
Approved	11/15/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/15/22	MARC VASSALLO	
Approved	11/18/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/18/22	MARC VASSALLO	
Approved	11/16/22	BRENDA RHODES	
Approved	11/16/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/16/22	RELYA MALLORY	Auto approved by: 910511034
Approved	11/18/22	BRENDA RHODES	
Approved	11/18/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/18/22	RELYA MALLORY	Auto approved by: 910511034
Approved	11/21/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/21/22	DONALD ROSE	Auto approved by: 9105paij
Approved	11/21/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/21/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	11/21/22	JOHN PAINE	
Approved	11/21/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001999-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	190715	11/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier 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 November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier must permit the Equipment and Products to be

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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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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;

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- 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.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. 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. Supplier 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:

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- 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.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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. As applicable, Supplier 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 Supplier in violation of applicable patent or copyright laws.

5. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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, Supplier 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

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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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier'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

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier'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: Chief Procurement Officer
Date: 11/15/2021 | 11:35 AM CST

Elgin Sweeper Company

DocuSigned by:
By: David Panizzi
67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	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):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	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.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	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?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	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.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	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?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	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?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

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 *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	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.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	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?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	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?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	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.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	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.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	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.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	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.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	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?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

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 *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	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?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	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 warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	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?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	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.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	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.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	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.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	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.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	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.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

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	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. 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.”

- Pricing - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

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:

    1. 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;

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

    3. 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. - David Panizzi, Business Development Manager, Elgin Sweeper Company

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_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 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:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Beard Equipment Company for 2 John Deere 770A fairway mowers for Azalea City Golf Course.
General Fund.

Amount of Contract:

$182,394.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221122 Beard Agenda Package POs	Cover Memo	11/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:09 AM

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
3	2023	(F6130) AZALEA CITY GOLF COURSE	2 JOHN DEERE 770A FAIRWAY MOWERS FOR GOLF COURSE (SEALED BID 5736)	$182,394.00	(022254) BEARD EQUIPMENT COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00000003-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6130.70.20.0000.0000.2005.0000.0000.47010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor	Ship To
BEARD EQUIPMENT COMPANY	AZALEA CITY GOLF COURSE
2480 E I-65 SERVICE RD N	1000 GAILLARD DRIVE
	MOBILE, AL 36608
MOBILE, AL 36617	
Tel#251-330-7721 Fax 251-330-4680	Delivery Reference BRIAN AARON
	Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	022254				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
001	GOLF COURSE MAINT TOOL/EQUIP	2.00 EACH	91197.00000	182394.00

Additional Description Notes

FAIRWAY MOWER

VENDOR TO PROVIDE A NEW 2022/2023 JOHN DEERE 7700A FAIRWAY MOWER WITH LESS THAN 2 HOURS ON THE HOUR METER.

AS PER MY BID #5736 AND YOUR QUOTE
Vendor Item

1 6130.70.20.0000.0000.2005.0000.0000.47010. 182394.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 182394.00

Bill To	Requisition 00000003-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.47010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
BEARD EQUIPMENT COMPANY 2480 E I-65 SERVICE RD N MOBILE, AL 36617 Tel#251-330-7721 Fax 251-330-4680	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	022254				AZALEA CITY GOLF COURSE

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.47010.	182394.00	

AZALEA CITY GOLF COURSE EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/18/22	DONNA MICHELE STANLEY	Auto approved by: 910520096
Approved	10/18/22	DONALD ROSE	Auto approved by: 910520096
Approved	10/18/22	SANDRA LEWIS	Auto approved by: 910520096
Approved	10/18/22	KAREN NAMAN	
Approved	10/18/22	JOHN PAINE	Auto approved by: 910520096
Approved	10/18/22	MICHAEL SPAFFORD	Auto approved by: 910520096

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5736
FAIRWAY MOWERS FOR GOLF COURSE

	BEARD EQUIPMENT	JERRY PATE
MOWER #1	DEERE 7700A $91,197.00	TORO REELMASTER 5510-D $88,920.00 LOCAL VENDOR ADJUSTMENT $97,812.00
MOWER #2	DEERE 7700A $91,197.00	TORO REELMASTER 5510-D $88,920.00 LOCAL VENDOR ADJUSTMENT $97,812.00
		Extended Warranty 2400 Hours $2,360.95/unit
		Extended Warranty 3600 Hours $3,507.00/unit

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/20/2022	5736	Golf Course	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, November 15, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 2-3	**Fairway Mowers for Golf Course** Model year 2022 or newer, new or demo golf course fairway mower as per the following and attached specifications. Mower: Make_____ Model_____ Year_____ Hours_____ Mower: Make_____ Model_____ Year_____ Hours_____ Mower: Make_____ Model_____ Year_____ Hours_____ Mower: Make_____ Model_____ Year_____ Hours_____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 Mower: Make_____ Model_____ Year_____ Hours_____ Use additional sheets to list additional pieces of equipment for consideration. Unit shall be available for inspection by the City of Mobile. Vendor shall be responsible to deliver mower to the City of Mobile. State warranty. City of Mobile Business License 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.					
			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
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. **To be awarded based upon price and condition of equipment.**					
			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.

MIMIMUM SPECIFICATIONS FOR FAIRWAY MOWER

Unit must be new or demo (2022-year model or newer) with less than 150 hours

Engine: 3-cylinder, liquid-cooled, 35-horsepower, Tier 4 Compliant diesel engine

Drive System: four-wheel drive power to the wheels through a hydrostatic pump with individual wheel motors

Controls: hand operated throttle, hand operated one touch lift /lower joystick for cutting units, foot operated forward/reverse traction pedal, traction speed limiter, reel speed control knobs, onboard diagnostics

Gauges: Fuel gauge, hour meter, temperature gauge, low engine oil pressure light, high coolant temperature warning light

Electrical: 12-volt automotive type electrical system, safety interlock switches on the following: operator presence in seat, parking brake on, traction pedal, PTO engage/disengage

Steering: hydraulic power steering, adjustable tilt wheel

Cutting Units: five 22-inch wide, high carbon steel, seven-inch diameter reels, minimum of eleven blades per reel, dual point adjustment of cutting unit components, total cutting width 100 inches, height of cut adjustable from 0.25" up to 1.5 inches, driven by hydraulic motors

Rollers: front 3-inch grooved roller, rear 3-inch smooth roller

Accessories: head light kit, on-board backlapping kit,

Accessories included:

i. deluxe seat (high back seat with arm rests)
ii. 2-point ROPS with canopy top with "Cool Top" fan system
iii. rear roller powered brushes

Warranty: 1-year limited warranty

Optional: vendor should state all options available for extended warranty

Manufacturer must have a full service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (blades, filters, etc.).

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training on site

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:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Lytx Inc for one-year subscription for Drivecam telematics services for 483 vehicle cameras.

General fund.

Amount of Contract:

$159,532.44

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

ATTACHMENTS:

Description	Type	Upload Date
20221122 Lytx Agenda Package POs	Cover Memo	11/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:10 AM

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
1634	2023	(F7000) MOTOR POOL	ONE YEAR SUBSCRIPTION FOR DRIVECAM TELEMATICS SERVICES FOR 483 VEHICLE CAMERAS (GSA CONTRACT)	$159,532.44	(291836) LYTX INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001634-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
LYTX INC	MOTOR POOL
9785 TOWNE CENTRE DR	745 BROAD STREET
	MOBILE, AL 36604
SAN DIEGO, CA 92121	CARTERD@CITYOFMOBILE.ORG
Tel#815-382-5168	Delivery Reference
Fax 858-430-4001	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/01/22	291836	11/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TELEMANTICS SUBSCRIPTION AS SPECIFIED: 483 DC ENTERPRISE, DC PURCHASE - BILL ANNUALLY. Additional Description Notes --- 483 DC ENTERPRISE, DC PURCHASE - BILL ANNUALLY	12.00 MONTH	9689.77410	116277.29
	1 7000.40.20.0000.0000.2070.0000.0000.42110.			116277.29
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	TELEMANTICS SUBSCRIPTION AS SPECIFIED: 483 FLEET TRACKING BILL ANNUALLY. Additional Description Notes --- 483 FLEET TRACKING BILL ANNUALLY.	12.00 EACH	3604.59580	43255.15
	1 7000.40.20.0000.0000.2070.0000.0000.42110.			43255.15

Bill To	Requisition 00001634-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LYTX INC	MOTOR POOL
9785 TOWNE CENTRE DR	745 BROAD STREET
	MOBILE, AL 36604
SAN DIEGO, CA 92121	CARTERD@CITYOFMOBILE.ORG
Tel#815-382-5168	Delivery Reference
Fax 858-430-4001	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/01/22	291836	11/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 159532.44

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.	159532.44	
MOTOR POOL EXP DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	11/02/22	CHARLES SUMRALL	
Approved	11/02/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/02/22	JAMES DELAPP	Auto approved by: 910520042
Approved	11/02/22	MARC VASSALLO	
Approved	11/21/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/21/22	DONALD ROSE	Auto approved by: 9105paij
Approved	11/21/22	SANDRA LEWIS	Auto approved by: 9105paij

Bill To	Requisition 00001634-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
LYTX INC	MOTOR POOL
9785 TOWNE CENTRE DR	745 BROAD STREET
	MOBILE, AL 36604
SAN DIEGO, CA 92121	CARTERD@CITYOFMOBILE.ORG
Tel#815-382-5168	Delivery Reference
Fax 858-430-4001	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/01/22	291836	11/01/22			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/21/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	11/21/22	JOHN PAINE			
	Approved	11/21/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advatage!®, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title: **Multiple Award Schedule**

Large Category: **Information Technology**

Sub-Categories: **IT Hardware; IT Software; IT Training; Electronic Commerce; Telecommunications**

FSC Classes/Product Codes and Service Codes: **7010, J070, 7030, U012, D304**

Special Item Numbers:

Special Item No. 33411	**Purchasing of New Electronic Equipment**
Special Item No. 811212	**Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**
Special Item No. 611420	**Information Technology Training**
Special Item No. 54151ECOM	**Electronic Commerce and Subscription Services**
Special Item No. 517312	**Wireless Mobility Solutions**

Contract Number: **GS-35F-0623S**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Period**: September 8, 2006 – September 7, 2026**

Contractor:

Lytx, Inc.
9785 Towne Centre Drive, San Diego, CA 92121
(858)430-4000

www.lytx.com

Pricelist current through Modification Number PS-0099, dated September 2, 2021.

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Special Item Number 33411 – Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 54151ECOM – Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions
Special Item Number 611420 – Information Technology Training

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs).

SIN	SIN Title
33411	Purchasing of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions

1b. **Lowest Priced Model Number and Lowest Unit Price for Each SIN.**

SIN	Model Number	Unit Price (including IFF)
33411	SRV-INS-0014	$23.93
811212	4510-00001-0001	$46.90
611420	4235-00001-0000	$125.00
54151ECOM	4230-MANUAL-M	$0.95
517312	Wireless Services - Gov-A	$24.00

1c. **Hourly Rates.**

Not applicable.

2. **Maximum Order.**

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 33411 - Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 54151ECOM - Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions

b. The Maximum Order value for the following Special Item Numbers (SINs) is $250,000:

Special Item Number 611420 – Information Technology Training

3. Minimum Order.

The minimum dollar value of orders to be issued is $100.

4. **Geographic Coverage**.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of Production.

Houston, TX U.S.

6. Discount from List Prices or Statement of Price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity Discounts.

None.

8. Prompt Payment Terms.

0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

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

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

9b. Government purchase cards are <u>not</u> accepted above the micro-purchase threshold.

10. Foreign Items.

None. Products are substantially transformed in the U.S.

11a. Time of Delivery.

TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
33411	Within 30 days of reciept
811212	Within 30 days of reciept
611420	Within 30 days of reciept
54151ECOM	Within 30 days of receipt
517312	Within 30 days of receipt

11b. Expedited Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11c. Overnight and 2-day Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)

33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11d. Urgent Requirements.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s).

Destination

13a. Ordering Address.

Lytx, Inc. 9785 Towne Centre Drive, San Diego, CA 92121

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Office: 858-430-4000

Fax: 858-430-4001

14. Payment Address.

Lytx, Inc. DEPT 9972, Los Angeles, CA 90084

15. Warranty Provision.

Warranty is addressed in the SIN specific terms and conditions.

16. Export Packing Charges, if Applicable.

Not applicable.

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level).

None.

18. Terms and Conditions of Rental, Maintenance and Repair (if applicable).

See SIN specific terms and conditions.

19. Terms and Conditions of Installation (if applicable).

See SIN specific terms and conditions.

20. Terms and Conditions of Repair Parts (if applicable).

See SIN specific terms and conditions.

20a. Terms and Conditions for Any Other Services (if applicable).

See SIN specific terms and conditions.

21. List of Service and Distribution Points (if applicable).

U.S. (including 50 states and Washington, D.C.) and U.S. territories

22. List of Participating Dealers (if applicable).

Not applicable.

23. Preventative Maintenance (if applicable).

See SIN specific terms and conditions.

24a. Special Attributes Such As Environmental Attributes.

Not applicable.

24b. Section 508 Compliance.

Not applicable.

25. DUNS Number.

02-649-9454

26. Registration in System for Award Management (SAM) Database.

Lytx has registered in the SAM database.

27. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor, except to the extent such injury or damage is due to the wrongful acts or negligence of the Contractor.

TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

The Lytx equipment is self-installable, however, Lytx does offer installation services.

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Lytx provides installation services and training services to the ordering activity when requested.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Those warranty terms are as follows:

(i) Product Warranty. For a period of two (2) years after the date of shipment with respect to VERs (the "VER Warranty Period"), Contractor warrants to ordering activity that the VERs, as delivered by Contractor to ordering activity, will substantially conform to the written specifications Lytx provides to ordering entity hereunder (the "Documentation"). The Warranty Period shall be extended for the duration of any period for which ordering activity purchases an extended warranty from Contractor. The foregoing warranties shall not apply if ordering activity fails to notify Contractor in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (a) ordering activity's negligence or misuse, or events beyond Contractor's reasonable control; (b) to the extent performed by ordering activity or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and Contractor's instructions; (c) except as authorized by Contractor in writing, alterations to the VER made by anyone other than Contractor or its representatives; (d) except as authorized by Contractor in writing, any attempt to service the VER other than by Contractor or its representatives; or (e) third party software, hardware, or materials not approved or supplied by Contractor. Contractor shall not be responsible for any of ordering activity's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to Contractor pursuant to the foregoing warranty. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this Section 6 shall be, at Contractor's option: (I) to use commercially reasonable efforts to correct any reproducible defects identified by ordering activity in writing during the Warranty Period which renders the VER non-conforming, (II) to replace the defective VER (with either a new or refurbished product), or (III) to accept return of the defective VER from ordering activity and provide ordering activity with a pro rata refund based on the remaining portion of the Warranty Period. Replacement VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware provided hereunder that is not manufactured by Contractor, ordering activity acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and ordering activity agrees to look solely to the manufacturer with respect to all applicable claims. The right to enforce all warranties made by any such manufacturer are hereby, to the extent Contractor has the right, assigned to ordering activity.

(ii) Warranty Claims. To make a return under the warranties in this Section 6, ordering activity must first contact Contractor Technical Support and assist in a reasonable troubleshooting

effort to restore the product to service. Upon a failure determination by Contractor Technical Support, ordering activity must request a Return Material Authorization number (RMA) within the Warranty Period. Upon approval of the request, Contractor will provide ordering activity an RMA number and a prepaid return label. For all warranty returns, ordering activity must use the return label provided by Contractor to send the product to Contractor, packaged appropriately for safe shipment. Contractor shall pay all freight charges for shipment to ordering activity of any replacement VER covered by these warranty provisions.

(iii) Service Warranty. Contractor warrants to the ordering activity that any services to be performed hereunder shall be performed in a professional and workmanlike manner. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this contract shall be for Contractor to use commercially reasonable efforts to re-perform the services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation.

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 expressly set forth herein, (i) the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items, (ii) Contractor disclaims all warranties, express, implied or statutory, except to the extent otherwise specified herein, (iii) Contractor makes no warranty that the software provided will work in combination with any hardware or software products provided by third parties, that the operation of the software will be uninterrupted or error free, that all defects in the software can be corrected, or that any specific result or outcome will be achieved by utilizing the products or services and (iv) Contractor makes no warranty that access to the services or associated network coverage (e.g., wireless network coverage) will be continuous or uninterrupted.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 811212.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. 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.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment covered by a maintenance contract or warranty, the Contractor's repair service personnel shall provide ordering activity replacement equipment upon receipt of defective equipment in accordance with

Contractor's standard RMA process. For equipment not covered by a maintenance contract or warranty, Contractor does not provide repair services. Such services may be independently available to ordering activity through third party service providers.

8. MAINTENANCE RATE PROVISIONS

a. If equipment maintenance services are purchased at the listed monthly price, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Negotiated on a case by case basis.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Not applicable.

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **"Negotiated on a case by case basis"** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates will be negotiated with the ordering activity on a case by case basis. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, if applicable, shall apply.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated, at a discount of 5 % from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 day period.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a 90 day period.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) 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.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

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

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
(2) The length of the course;
(3) Mandatory and desirable prerequisites for student enrollment;
(4) The minimum and maximum number of students per class;
(5) The locations where the course is offered;
(6) Class schedules; and
(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

*******NOTE: If offering IT Professional Services with E-Commerce, use SIN 54151S and include the Terms and Conditions applicable to the IT Professional Services offered.***

1. SCOPE
The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) and Subscription Services apply exclusively to EC and Subscription Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE
The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.
The Ordering Activity shall specify the delivery schedule as part of the initial requirement.

5. INTEROPERABILITY.
When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA
The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING
If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY
The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Not applicable.

The warranty shall commence upon the later of the following:
a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING
The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING
The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

See SIN 611420 for training services pricing.

14. MONTHLY REPORTS
In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN
(a) Describe the electronic service plan and eligibility requirements.

Not applicable.

(b) Describe charges, if any, for additional usage guidelines.

Not applicable.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

17. CONFIDENTIALITY

Each of ordering activity and Contractor shall keep confidential all proprietary information provided to it by the other party in connection herewith until such time as such information becomes generally known to the public through no act or omission of the receiving party.

18. CLIENT DATA

As between Contractor and ordering activity, ordering activity shall own the information, data and content captured by the products in ordering activity's possession ("Data"); the Data will be ordering activity's confidential information; provided that, Contractor and its subcontractors shall have the right to use such Data (i) in connection with performance hereunder and (ii) to improve and expand Contractor's products and services as long as such Data is treated as confidential information. Contractor shall have the right (which shall survive termination and expiration of this agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Contractor does not indicate to any third party that such components were provided by, obtained from, or associated with, the ordering activity or ordering activity's drivers.

TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment).

3. WARRANTY

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment) and the warranty applicable to such equipment is set forth on page 8.

4. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

When requested, the Contractor provides installation services and training services for a separate charge. See SIN 33411 (Purchase of Equipment) and SIN 611420 (Training Courses) for the Contractor's current offerings.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.

Provision of wireless services by the Contractor is contingent upon the ordering of the Contractors's cellular video event recorder (VER) and Managed Services. The service is limited to upload of videos and related data from VERs to servers operated by or on behalf of the Contractor, as part of delivery of Managed Services.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Data upload generally occurs in off-peak hours.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

8. TRADE AGREEMENTS ACT

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, Wireless Service under SIN 517312 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). *See* FAR 25.401 (b)(2).

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Lytx, 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:

Lytx Inc.
www.Lytx.com
gsa@Lytx.com
o 858-430-4000

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

_____

Ordering Activity Date

_____

Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

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

(e) Purchase Order Number;

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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

Lytx's
GSA PRICE LIST

SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

Line #	Item #	MPN #	Description	# of Units	GSA Price
Equipment					
1	ER-SF300-0027	ER-SF300-0027	Event Recorder, SF300, LTE, NA	Per each unit	$445

Installation Services				
2	SRV-INS-0002	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	Subsequent Days	$ 957.18
3	SRV-INS-0001	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	For 1st Day	$ 1,435.77
4	4230-00002-0001	Collision Accident Report (CAR)	Per Report	$ 239.29
5	SRV-INS-0008	Provisioning Fee/Per VER unit	Per VER unit	$ 47.86
6	SRV-INS-0010	DriveCam Installation Per Unit – Standard Install	Per each unit	$ 157.94
7	SRV-INS-0011	DriveCam Installation Per Unit – Complex Install (Waste, Transit)	Per each unit	$ 205.80
8	SRV-INS-0012	DriveCam Installation Per Unit – Premium Install (Coach)	Per each unit	$ 268.01
9	SRV-INS-0020	Complex Installation of Extended Harness	Per each unit	$ 57.30
10	SRV-INS-0013	DriveCam Installation Per Unit – Custom Install	Per each unit	$ 478.59
11	SRV-INS-0014	DriveCam Peripheral Install – Per Peripheral Sold	Per each unit	$ 23.93

SIN 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

Line #	Model#	Item #	Description	GSA Price
1	WARRANTY 1 YEAR	4510-00001-0001	DriveCam Event Recorder 1 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 46.90
2	WARRANTY 2 YEAR	4510-00001-0002	DriveCam Event Recorder 2 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 93.80
3	WARRANTY 3 YEAR	4510-00001-0003	DriveCam Event Recorder 3 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 140.71

SIN 611420: INFORMATION TECHNOLOGY TRAINING

Line # 1	Training Course	Training for Software Usage, Event Review, Driver Coaching - Dedicated WebEx Training Session (Per Session)
	Brief description	Conducted via WebEx. Key topics covered include: how to use the software, tips on reviewing events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program. This is training done via the web, not at site.
	Length of Course	3 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 min/ 25 max
	Locations where the course is offered	Web Based
	Class Schedule	Per client's request
	Part Number	4235-00004-0000
	GSA Price	$502.52 per class/group session

Line # 2	Training Course	Training for Software Usage, Event Review, Driver Coaching (On-Site/Per Day)
	Brief description	Lytx Training staff comes on site to present a comprehensive training session on how to: use the software, accurately review events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program.

		This is a per class/group charge. Training is held at the client's location. Travel and per diem for instructor are at additional costs.
	Length of Course	8 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 minimum/ 20 maximum
	Locations where the course is offered	Buying Activity Site
	Class Schedule	Per client’s request
	Part Number	4235-00003-0000
	GSA Price	$2,297.23 per day

SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

Line #	Item #	Description	GSA Price
1	4230-00MMS-M	120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)	$ 76.00
2	GSA-Tier1-MS-A	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Annually [1 2 3]	$ 290.00
3	GSA-Tier2-MS-A	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Annually [1 2 3]	$ 353.00
4	GSA-Tier1-MS-M	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Monthly [1 3]	$ 24.16
5	GSA-Tier2-MS-M	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Monthly [1 3]	$ 29.41
6	4230-FTS-A	Fleet Tracking Solution (Annual Subscription)	$ 107.88
7	4230-FTS-M	Fleet Tracking Solution (Monthly Subscription)	$ 8.99

Note:

[1] One year minimum of Lytx® Managed Services.

[2] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

[3]Lytx's standard policy for subscription start date has been as agreed between ordering activity and Contractor.

SIN 517312 WIRELESS MOBILITY SOLUTIONS

Line #	Item #	Description	GSA Price
1	Wireless Services – Gov-A	Wireless Services (Annual Fee) [1] [2]	$ 24.00

Note:
[1] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.
[2] Data upload generally occurs in off-peak hours.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Musco Sports Lighting LLC for field lighting fixtures for Mims Park.
CIP.

Amount of Contract:

$45,991.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221122 Musco Agenda Package POs	Cover Memo	11/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:14 AM

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
1418	2023	(3032) ARCHITECTURAL ENGINEERING	FIELD LIGHTING FIXTURES FOR MIMS PARK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$45,991.00	(278697) MUSCO SPORTS LIGHTING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE: PROJECT# CR#428525, DATED 10.25.22			
	SOURCEWELL MASTER PROJECT #199030, CONTRACT #071619-MSL, EXP: 08.27.23			
	FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @ 251.208.7635			
001	20 AMP FUSES, #FU-180	30.00 EACH	6.00000	180.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			180.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor
MUSCO SPORTS LIGHTING LLC
100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
Fax 641-672-4740

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	REPLACEMENT LED FIXTURE, #TLC-LED-1500 Additional Description Notes --- FIXTURE# 23, 28, 31, 33, 34, 36,37	7.00 EACH	2500.00000	17500.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			17500.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
003	REPLACEMENT LED FIXTURE, #TLC-LED-1200 Additional Description Notes --- FIXTURE #2,3,35,40	4.00 EACH	2500.00000	10000.00

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			10000.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	POLE B5, FIXTURE #13, #TLC-LED-600	1.00 EACH	1800.00000	1800.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			1800.00

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	LED FRIVER 27, 29, 31, 33, 34,36, 37, #LED-4799-3-53; 2580mA	7.00 EACH	1000.00000	7000.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			7000.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	LED DRIVER 35, 41, #LED-4799-3-53, 2140mA	2.00 EACH	1000.00000	2000.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			2000.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	CONSTRUCTION LIFT	1.00 EACH	2900.00000	2900.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0037 .CONSTRUCTN. .			2900.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

008	FIELD TECHINICAN	1.00 EACH	2500.00000	2500.00

Additional Description Notes

PER YOUR QUOTE: PROJECT# CR#428525, DATED 10.25.22

SOURCEWELL MASTER PROJECT #199030, CONTRACT #071619-MSL, EXP: 08.27.23

FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @ 251.208.7635

1	2000.80.00.0000.0000.0000.0000.0000.48010.	
	E C0037 .CONSTRUCTN. .	2500.00

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
009	SHIPPING ESTIMATE	1.00 EACH	2111.00000	2111.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0037 .CONSTRUCTN. .			2111.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
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MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 45991.00

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

Account			Amount	Remaining Budget
E C0037	.CONSTRUCTN.	.	45991.00	1155733.72

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	45991.00	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	11/01/22	GREGG BLAIZE	
Approved	11/01/22	CARLEEN STOUT	Auto approved by: 910517512
Approved	11/01/22	CASSIE BOATWRIGHT	Auto approved by: 910517512
Approved	11/02/22	BRENDA RHODES	
Approved	11/02/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/02/22	RELYA MALLORY	Auto approved by: 910511034
Approved	11/04/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	11/04/22	DONALD ROSE	Approved by: 9105fola
Approved	11/04/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	11/04/22	KAREN NAMAN	Auto approved by: 910516727
Approved	11/04/22	JOHN PAINE	Auto approved by: 910516727

Bill To	Requisition 00001418-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
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MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	ARCHITECTURAL ENGINEERING
100 1ST AVENUE WEST	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/04/22	MICHAEL SPAFFORD		Auto approved by: 910516727	
	Queued	11/21/22	GREGG BLAIZE		Auto approved by: 910516727	
	Queued	11/21/22	CARLEEN STOUT		Auto approved by: 910516727	
	Queued	11/21/22	CASSIE BOATWRIGHT		Auto approved by: 910516727	
	Pending		BRENDA RHODES		Auto approved by: 910516727	
	Pending		TIFFANY HOLLINS		Auto approved by: 910516727	
	Pending		RELYA MALLORY		Auto approved by: 910516727	
	Pending		DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Pending		DONALD ROSE		Auto approved by: 910516727	
	Pending		SANDRA LEWIS		Auto approved by: 910516727	
	Pending		KAREN NAMAN		Auto approved by: 910516727	
	Pending		JOHN PAINE		Auto approved by: 910516727	
	Pending		MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 6EC94A76-43EC-4B62-A49F-B355E8667C0B

Sourcewell

Solicitation Number: #071619

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (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 its members. Participation is open to all levels of governmental entity, 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 its Members (Members).

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 August 27, 2023, 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 Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. 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 Member 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 Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers 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.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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 Members. Members 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 Member 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 Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members 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 Members.

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)
- 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.

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

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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 Member's use of this Contract is at the Member's sole convenience and Members 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 membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members 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 Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member 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 Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member 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 Member 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 PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member 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 Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, 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).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member 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 Members. 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 Members 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 forty-five (45) calendar days after the end of each calendar quarter.

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 thirty (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.

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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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, 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 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 six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member 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.

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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. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. 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.

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

C. 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.

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

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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 thirty (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 Members 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 Member 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:

- 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:

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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). 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).

Minimum Limits:
$1,000,000 each accident, combined single limit

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 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

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$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 thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (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.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, 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

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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 status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

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 operated by the State of Minnesota, the United States federal government, or any Member. 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

Members 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. Members 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

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a Member 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 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

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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.

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

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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 three (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 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

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Approved:

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

Chad Coauette
Title: Executive Director/CEO
Date: 8/27/2019 | 3:22 PM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...

James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

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RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Thursday May 30, 2019 11:07:29
Submitted On:	Friday July 12, 2019 13:23:35
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address:	216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
3	Proposer website address:	www.musco.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):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

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.	Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple. Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. * At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system. Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.

8	Provide a detailed description of the products and services that you are offering in your proposal.	Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program. SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
10	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.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	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?	Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.	*
15	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.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us. Musco Sports Lighting, LLC has UL Product Certifications for: High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 Management Equipment, Energy: UL Number E139944 Industrial Control Panels: UL Number E204954 Emergency Lighting and Power Equipment: UL Number E311491 Luminaire Fittings: UL Number E132445 Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 Devices, Scaffolding: UL Number SA7004 Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094 Luminaries have been reviewed by UL to UL and CSA standards.	*
16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco’s product and services. Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) 1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017) 2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017) The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017) Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015) Excellent Performer Award from DP World (2014) Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov	*
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu	*
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net	*
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org	
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu	

Top Five Government, Education or Non-profit Customers

Line Item 24. 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 *	
Local Government	Government	California - CA	Materials only	Approximately $2.8M/project	Approximately $8.5M	*
K-12 Public Education	Education	Texas - TX	Materials only	Approximately $1.3M/project	Approximately $6.6M	*
Local Government	Government	Virginia - VA	GC Turnkey	Approximately $276K/project	Approximately $5.7M	*
Local Government	Government	Nevada - NV	Materials Only	Approximately $600K/project	Approximately $5.4M	*
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately $596K/project	Approximately $5.3M	*

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *	
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.	*
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
28	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.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
30	Identify any Sourcewell Member 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?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.	*

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.	Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached. • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure Musco Sports Lighting markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.	*
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?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshows and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.	*
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.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.	*

37	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*
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.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*

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.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
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.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

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 *	
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.	*
47	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?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.	*
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.	*
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.	*
51	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?	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.	*
52	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 Members' purchase orders.	• Establish the value & price for the lighting solution with which the customer is comfortable. • Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. • Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. • Provide the customer with the link to become a Sourcewell Member, if not already. • Provide quote reflecting the Sourcewell contract number and award expiration date to customer. • Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). • On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.	*

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 *	
54	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.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
55	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.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
57	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.	Musco will work with the Sourcewell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.	*
58	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.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	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 Members 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.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
64	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.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.	*

Industry Specific Questions

Line Item	Question	Response *	
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	*
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.	*
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warrantied period (25 or 10 years).	*
69	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.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **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 - Financial.zip - Tuesday July 09, 2019 14:14:13
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Tuesday July 09, 2019 08:09:56
- Pricing - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
- Additional Document - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver 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.

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

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

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ 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.
- James Hansen, Secretary

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
There have not been any addenda issued for this bid.		

DocuSign Envelope ID: 6EC94A76-43EC-4B62-A49F-B355E8667C0B

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:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Magnet Forensics USA Inc for one year subscription for Magnet Axiom forensic extraction and analysis software for MPD Cyber. General Fund.

Amount of Contract:

$16,087.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221122 Magnet Agenda Package POs	Cover Memo	11/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:13 AM

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
1985	2023	(1945) POLICE CYBER DIVISION	ONE YEAR SUBSCRIPTION FOR MAGNET AXIOM FORENSIC EXTRACTION AND ANALYSIS SOFTWARE FOR MPD CYBER (SECURITY SOFTWARE 41-16-51(A)(15))	$16,087.80	(295509) MAGNET FORENSICS USA INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001985-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	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
11/08/22	295509				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER QUOTE #Q-273737. LICENSE RENEWAL FOR EXISTING SOFTWARE UPGRADED TO AXIOM.			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Magnet Axiom Term (Computer, Mobile & Cloud) 6ax03-1 1-1-23 to 3-31-24 Qty 1. Asset ID 04T7LN2ZZ3SLEDU Vendor Item Inventory Item/Loc 1723	1.00 EACH	6762.50000	6762.50
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			6762.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	4662.50000	4662.50

Bill To	Requisition 00001985-00 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 2

Vendor	Ship To
MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	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
11/08/22	295509				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Magnet Axiom Core (Computer & Mobile) 6S611 1-1-23 TO 3-31-24 Asset ID B201705120006570 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			4662.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes Magnet Axiom Core 9Computer & Mobile) 6S611. 1-1-23 TO 3-31-24 QTY 1 B201705120008819 Vendor Item Inventory Item/Loc 1723	1.00 EACH	4662.50000	4662.50
1	1000.30.15.1530.1545.1530.0000.0000.42140.			4662.50

Bill To	Requisition 00001985-00 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
MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	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
11/08/22	295509				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 16087.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140. POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES	16087.50	

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

Activity	Date	Clerk	Comment
Approved	11/21/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	11/21/22	DONALD ROSE	Auto approved by: 9105fola
Approved	11/21/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/21/22	KAREN NAMAN	Auto approved by: 9105fola
Approved	11/21/22	JOHN PAINE	Auto approved by: 9105fola
Approved	11/21/22	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	11/21/22	ANNE FOLEY	

Bill To	Requisition 00001985-00 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 4

Vendor	Ship To
MAGNET FORENSICS USA, INC. 2250 CORPORATE PARK DRIVE SUITE 230 HERNDON, VA 20171 UNITED STATES Tel#519-342-0195 X 3443	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
11/08/22	295509				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Fivecast Proprietary Limited for one year subscription for Fovecast Onyx open-source analysis software for MPD Cyber.
General Fund.

Amount of Contract:

$82,150.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221122 Fivecast Agenda Package POs	Cover Memo	11/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 9:10 AM

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
2020	2023	(1545) POLICE CYBER DIVISION	ONE YEAR SUBSCRIPTION FOR FIVECAST ONYX OPEN-SOURCE ANALYSIS SOFTWARE FOR MPD CYBER (SECURITY SOFTWARE 41-16-51(A)(15))	$82,150.00	(297413) FIVECAST PTY LTD

Adopted:

_____

City Clerk

Bill To	Requisition 00002020-00 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
FIVECAST PTY LTD	GULF COAST TECHNOLOGY CENTER
BASE 64	455 ST LOUIS ST. SUITE 2300
64 NORTH TERRACE	
	MOBILE, AL 36602
KENT TOWN, 5067	KEVIN.LEVY@CITYOFMOBILE.ORG
AUSTRALIA	
Tel#202-679-8482	
	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
11/09/22	297413				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE *RENEWAL OF EXISTING SOFTWARE. PER STATE OF ALABAMA BID LAW #41-16-51(a)(15).			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	76650.00000	76650.00
	Additional Description Notes FIVECAST ONYX-CUSTOMIZED SERVER CONFIGURATION (ANNUAL) NUMBER OF USWERS: 5 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			76650.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	5500.00000	5500.00

Bill To	Requisition 00002020-00 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 2

Vendor	Ship To
FIVECAST PTY LTD BASE 64 64 NORTH TERRACE KENT TOWN, 5067 AUSTRALIA Tel#202-679-8482	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
11/09/22	297413				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

	FIVECAST ONYX TRAINING PACKAGE (ANNUAL) CUSTOM TRAINING PACKAGE-FIVECAST ACADEMY, OMLINE REFERESHER & INTERMEDIATE TRAINING NUMBER OF USERS: 5 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			5500.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 82150.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	82150.00	
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Bill To	Requisition 00002020-00 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 3

Vendor	Ship To
FIVECAST PTY LTD	GULF COAST TECHNOLOGY CENTER
BASE 64	455 ST LOUIS ST. SUITE 2300
64 NORTH TERRACE	
	MOBILE, AL 36602
KENT TOWN, 5067	KEVIN.LEVY@CITYOFMOBILE.ORG
AUSTRALIA	
Tel#202-679-8482	
	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
11/09/22	297413				POLICE CYBER DIVISION

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	11/21/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola		
	Approved	11/21/22	DONALD ROSE	Auto approved by: 9105fola		
	Approved	11/21/22	SANDRA LEWIS	Auto approved by: 9105fola		
	Approved	11/21/22	KAREN NAMAN	Auto approved by: 9105fola		
	Approved	11/21/22	JOHN PAINE	Auto approved by: 9105fola		
	Approved	11/21/22	MICHAEL SPAFFORD	Auto approved by: 9105fola		
	Approved	11/21/22	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for 25 solar wrap light poles and fixtures for Three Mile Creek trail.
CIP.

Amount of Contract:

$173,798.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221123 ClearWorld Agenda Package POs	Cover Memo	11/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 1:02 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
2322	2023	(2045) MAJOR PROJECTS	25 SOLAR WRAP LIGHT POLES AND FIXTURES FOR THREE-MILE CREEK TRAIL (SEALED BID 5732)	$173,798.00	(296353) CLEARWORLD LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002322-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CLEARWORLD	PROGRAMS & PROJECT MGMT
1613 JUSTIN RD	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
METAIRIE, LA 70001	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#15046159000	Delivery Reference
	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296353	02/28/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes As per City of Mobile Bid 5732 and your bid submission received Oct 24, 2022.			
001	LIGHTING, SOLAR POWERED: CONFIGURATION A: COMPLETE POLE, ARM, LUMINAIRE, AND SOLAR ASSEMBLY (PANELS, BATTERIES. WIRING, CONTROLLER) Vendor Item	8.00 EACH	4404.00000	35232.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0291 .CAPEQUIPMT. .			35232.00
	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 Delivery Reference CHRIS POWELL / 251-208-7495 Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644			
002	LIGHTING, SOLAR POWERED:	9.00	6894.00000	62046.00

Bill To	Requisition 00002322-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CLEARWORLD	PROGRAMS & PROJECT MGMT
1613 JUSTIN RD	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
METAIRIE, LA 70001	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#15046159000	Delivery Reference
	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296353	02/28/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	CONFIGURATION B: COMPLETE POLE, ARM, LUMINAIRE, AND SOLAR ASSEMBLY WITH THE ADDITION OF CAMERA AND POE SWITCH (TO INCLUDE ANY NECESSARY UPGRADES TO PANELS, HARDWARE, CONTROLLERS, WIRING, AND BATTERIES) Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0291 .CAPEQUIPMT. .			62046.00
	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 Delivery Reference CHRIS POWELL / 251-208-7495			
	Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644			
003	LIGHTING, SOLAR POWERED: CONFIGURATION C: COMPLETE POLE, ARM, LUMINAIRE, AND SOLAR ASSEMBLY WITH THE ADDITION OF	8.00 EACH	9565.00000	76520.00

Bill To	Requisition 00002322-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CLEARWORLD	PROGRAMS & PROJECT MGMT
1613 JUSTIN RD	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
METAIRIE, LA 70001	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#15046159000	Delivery Reference
	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296353	02/28/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	CAMERA, POE SWITCH, AND WIRELESS ACCESS POINT (TO INCLUDE ANY NECESSARY UPGRADES TO PANELS, HARDWARE, CONTROLLERS, WIRING, AND BATTERIES) Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0291 .CAPEQUIPMT. .			76520.00

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
CHRIS POWELL / 251-208-7495

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Requisition Link

Requisition Total 173798.00

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

Account	Amount	Remaining Budget
E C0291 .CAPEQUIPMT. .	173798.00	621713.27

Bill To	Requisition 00002322-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CLEARWORLD	PROGRAMS & PROJECT MGMT
1613 JUSTIN RD	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
METAIRIE, LA 70001	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#15046159000	Delivery Reference
	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296353	02/28/23			MAJOR PROJECTS

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	173798.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/21/22	JENNIFER GREENE	
Approved	11/22/22	BRENDA RHODES	
Approved	11/22/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/22/22	RELYA MALLORY	Auto approved by: 910511034
Approved	11/23/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	11/23/22	DONALD ROSE	
Approved	11/23/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	11/23/22	KAREN NAMAN	Auto approved by: 910516727
Approved	11/23/22	JOHN PAINE	Auto approved by: 910516727
Approved	11/23/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

City of Mobile Bid Tabulation,
RFB 5732 Solar Lights and Solar Poles

	Smart Era Lighting Systems	EnGoPlanet Leaf	EnGoPlanet Tower	Clear World	Graybar Electric Co Inc	Solar Electric Power Company	Solar Installation Services
Config A Single Channel In Ground	$4,523.75	3-day $4,250.00 5-day $4,750	3-day $4,700.00 5-day $5,100.00	$4,404.00	$9,647.46	$8,847.00	$3,315.00
Price Increase to Two Channel	na	na	na	na	na	$2,750.00	na
Price Increase to Three Channel	na	na	na	na	na	$2,750.00	na
Config A Single Channel Pedestal	$4,389.40	3-day $4,250.00 5-day $4,750	3-day $4,700.00 5-day $5,100.00	$5,061.00	na	$8,847.00	$3,473.60
Prince Increase to Two Channel	na	na	na	na	na	$2,438.00	na
Price Increase to Three Channel	na	na	na	na	na	$2,438.00	na
Config B Price Increase to add to Config A	Addition: $2,496.75 Total price In ground: $7,020.50 Pedestal: $6,886.15	Total price given **(NO LUMINAIRE**) 3-day $5,100.00 5-day - $5,600.00	Total price given **(NO LUMINAIRE)** 3-day $5,490.00 5-day $5,990.00	Addition: $2,490.00 Total price: In ground $6,894.00 Pedestal $7,551.00	Addition: $1,752.27 Total price: In ground $11,399.73	Addition: $6,243.00 Total price: In ground $15,090.00 Pedestal $15,090.00	Addition: $6,000.00 Total price In ground $9,315.00 Pedestal $9,473.00
Config C Price Increase to add to Config A	Addition: $3,229.06 Total price In-Ground: $7,752.81 Pedestal: $7,618.46	Total price given **(NO LUMINAIRE)** 3-day $ 5,800.00 5-day $6,300.00	Total price given **(NO LUMINAIRE)** 3-day $6,290.00 5-day $6,790.00	Addition: $5,161.00 Total price: In ground $9,565.00 Pedestal $10,222.00	Addition: $2,434.09 Total price: In ground $12,081.55	Addition: $6,917.40 Total price: In ground $15,764.00 Pedestal $15,764.00	Addition: $7,400.00 Total price: In ground $10,715.00 Pedestal $10,873.00

Quantity Discount (if any)	3% (60+) 5% (90+)	none	none	none	1% net 30 days	none	none
Delivery Days	75	120	120	60-90	161	154	12-22 weeks (84-154 days)
Specification compliance	1. **Not** a wrap solar panel. 2. Remote management 3. Accent light 4. Meets Lumen need (> 0.5fc) 5. 140mph wind speed on pole / no panel data	1. **Not** a wrap solar panel. 2. Remote management 3. Accent light 4. No luminaire in pricing (B & C)	1. Wrap solar panel. 2. Remote management 3. No luminaire in pricing (B & C)	1. Wrap solar panel 2. Remote Mgmnt 3. Accent light 4. 180mph wind rating on solar panels	1. Wrap Solar Panel 2. Remote Mangement 3. Accent light 4. 150mph wind rating on assembly	1. **Not** a wrap solar panel. 2. Bluetooth enabled, but **not clear** if it has Remote Management 3. Accent light 4. 135mph wind rating on pole	1. **No** panel description or equipment/ only pole. 2. 90-130mph wind speed on pole / no panel data
Warranty Compliance	10 Year	10 Year on batteries and solar panel	10 Year on batteries	10 Year on batteries and solar panel	Listed as "Standard"- **not quantified.**	25 Year on Solar Panels and 5-10 year on other components	No, unless they are hired to install.
Experience Compliance	Provided	Provided	Provided	Provided	Provided	Provided	Not provided
Other		1. Not clear of any wind rating 2. May not meet min .05 fc continuity with no luminaires on poles B and C	1. Not clear of any wind rating 2. May not meet min .05 fc continuity with no luminaires on poles B and C		1. No Install / Maintenance Training provided	1. Install instructions provided 2. External battery box mounted on the pole.	1.Only pole cut sheet / minimal data provided: not enough to evaluate product

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:
09/29/2022	5732	VARIOUS	To Be Determined

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, October 25, 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
QTY 30-75	**SOLAR LIGHTS AND SOLAR POLES** **GENERAL INFORMATION** QUOTE PRICING FOR SOLAR-POWERED LIGHT POLES FOR THE CITY OF MOBILE THREE-MILE CREEK URBAN PEDESTRIAN/ MULTI-USE TRAL TO MEET THE MINIMUM SPECIFICATIONS INCLUDED AS **EXHIBIT A** TO THIS BID. INFORMATION ABOUT THE TRAIL PROJECT CAN BE FOUND AT: https://mapformobile.org/3mctrail/ NOTE THAT THE SPECIFICATIONS IN THIS BID SUPERCEDE ANY WRITTEN OR VISUAL POLE DESIGN OR FUNCTIONAL DESCRIPTIONS THAT MAY BE PUBLISHED ON THE ABOVE LINK OR IN ANY OTHER CITY PUBLICATION OR DOCUMENTATION. THE CITY EXPECTS THAT THE INITIAL ORDER WILL BE FOR APPROXIMATELY 30 POLES TOTAL, 10 EACH ALTERNATELY RIGGED, ALL 30 USING THE SAME FOUNDATION POLE. MORE QUANTITIES, UP TO 90 TOTAL, MAY BE ORDERED, DEPENDENT ON PRICING, FUNDING, AND TRAIL CONSTRUCTION. **BIDDING AND AWARD**: WRITTEN SEALED, SIGNED BIDS ARE DUE TO THE CITY BY THE DATE AND TIME NOTED AT THE TOP OF THIS BID OR IN A SUBSEQUENT BID ADDENDUM. QUOTE PRICE PER POLE IN EACH SPECIFIED UPFIT CONFIGURATION. QUOTE YOUR PRICE PER-POLE, DELIVERED FOB MOBILE, ALABAMA.					
			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		EXTENSION	
				Dollars	Cents	Dollars	Cents

BUILD ANY FUEL OR SHIPPING SURCHARGE INTO YOUR PRICE PER POLE. THE CITY WILL PAY NO ADDITIONAL FUEL OR SHIPPING CHARGES.

LOWEST PRICE RESPONSIVE AND RESPONSIBLE BIDS WILL BE DETERMINED
FOR EACH OF THE FOLLOWING OPTIONS:
--IN-GROUND, SINGLE CHANNEL POLE
--PEDESTAL MOUNT, SINGLE CHANNEL POLE
--IN GROUND, DUAL CHANNEL POLE
--PEDESTAL MOUNT, DUAL CHANNELPOLE
--IN GROUND, TRI-CHANNEL POLE
--PEDESTAL, TRI-CHANNEL POLE

CITY WILL SELECT THE OPTION ABOVE MOST ADVANTAGEOUS TO THE CITY BASED ON DESIGN, QUALITY AND PRICING

TOTAL BID PRICE FOR EACH OPTION ABOVE WILL BE DETERMINED BY WEIGHTED TOTALING OF PER-POLE PRICING ACCORDING TO THE BELOW FORMULA:
CONFIGURATION A: 34%
CONFIGURATION B: 33%
CONFIGURATION C: 33%

THE CITY MAY IN ITS SOLE DISCRETION DETERMINE WHETHER TO FACTOR IN A QUANTITY DISCOUNT OFFER IN DETERMINING THE LOW PRICE OPTION BASED ON ITS EXPECTATION OF FUTURE PURCHASES.

BIDDERS ARE EXPECTED TO HOLD PRICING FOR 120 DAYS AFTER SUBMISSION OF BID. CITY WILL ISSUE PURCHASE ORDER UPON AWARD OF THE BID.

THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS.

MANDATORY PRE-BID:CONFERENCE
THE CITY WILL HOST A MANDATORY PRE-BID CONFERENCE VIA MICROSOFT TEAMS ON 13 OCT 2022 AT 2:00 PM LOCAL TIME.

BIDDERS MUST ATTEND THE CONFERENCE TO HAVE THEIR BID CONSIDERED.

PARTICIPANTS MUST REQUEST MEETING ACCESS VIA EMAL TO PURCHASING@CITYOFMOBILE.ORG, AT LEAST 24 HOURS PRIOR

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

TO PRE-BID CONFERENCE. REQUESTS MUST PROVIDE NAME, EMAIL, AND CORPORATE AFFILIATION.

INFORMATION REQUESTS

QUESTIONS AND REQUESTS FOR INFORMATION WILL BE ACCEPTED UP TO SEVEN CALENDAR DAYS BEFORE BID DUE DATE. ALL QUESTIONS MUST BE SENT BY ELECTRONIC MAIL TO PURCHASING@CITYOFMOBILE.ORG.

FEDERAL GRANT COMPLIANCE AND ADDITIONAL TERMS

FEDERAL GRANT FUNDS MAY BE USED TO PURCHASE THESE PRODUCTS. **EXHIBIT B** CONTAINS ADDITIONAL CLAUSES APPLICABLE TO THIS BID SOLICITATION AND AWARD TO COMPLY WITH THE UNIFORM ADMINISTRATIVE REQUIREMENTS FOR FEDERAL AWARDS FOUND IN 2 CFR PART 200.

BID PRICES - INDICATE YOUR BID PRICING BELOW:

CONFIGURATION A: POLE – ARM – LUMINAIRE – SOLAR LIGHT

PRICE FOR COMPLETE POLE, ARM, LUMINAIRE, AND SOLAR ASSEMBLY (PANELS, BATTERIES. WIRING, CONTROLLER)

IN-GROUND _____ *PEDESTAL-MOUNT* _____

PRICE ADDITION (IF ANY) FOR A DUAL-CHANNEL POLE STRUCTURE UPGRADE TO ABOVE SINGLE-CHANNEL BASE POLE

IN-GROUND _____ *PEDESTAL* _____

PRICE ADDITION (IF ANY) FOR A TRI-CHANNEL POLE STRUCTURE UPGRADE TO ABOVE SINGLE-CHANNEL BASE POLE.

IN-GROUND _____ *PEDESTAL* _____

CONFIGURATION B: ADDITION OF CAMERA AND POE SWITCH TO CONFIGURATION A (TO INCLUDE ANY NECESSARY UPGRADES TO PANELS, HARDWARE, CONTROLLERS, WIRING, BATTERIES):

PRICE INCREASE TO ALL CONFIGURATION A OPTIONS ABOVE TO ADD CONFIGURATION B UPGRADES:

_____

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

CONFIGURATION C: ADDITION OF CAMERA, POE SWITCH, AND WIRELESS ACCESS POINT TO CONFIGURATION A (TO INCLUDE ANY NECESSARY UPGRADES TO PANELS, HARWARE, CONTROLLERS, WIRING, BATTERIES)

PRICE INCREASE TO ALL CONFIGURATION A OPTIONS ABOVE TO ADD CONFIGURATION C UPGRADE.

_____

IF YOU HAVE A QUANTITY DISCOUNT OPTION, PLEASE DESCRIBE IT HERE:

_____

_____

DAYS UNTIL DELIVERY TO CITY AFTER RECEIPT OF ORDER

_____

INCLUDE, WITH BID PRICING ABOVE, DOCUMENTATION SHOWING COMPLIANCE WITH VENDOR AND PRODUCT SPECIFICATIONS AND REQUIREMENTS. INDICATE AREAS OR EXPLANATION WHERE NOT COMPLIANT. INCLUDE SPECIFICALLY:

1. Technical information on bidder's pole solution, to include:
   a. Pole materials, construction, coating and design (w/drawings, photos)
   b. Pole mounting and installation
   c. Environmental survivability data, ratings, and evidence for pole and installed components
   d. Solar panel size, performance, and serviceability
   e. Battery size, performance, and serviceability
   f. Controllers, remote operability, and remote monitorability
   g. Luminaire design, installation, performance, and maintainability
   h. Camera and Wireless installation, performance
2. Documentationat of at least two such similar installations by bidder, to include location and customer point of contact.
3. Documentation of how bidder will design, source, and supply poles and materials.
4. Documentation on how bidder will support equipment, including training, manuals, warranties, and warranty support.

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		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 5 of 5 FAILURE TO ADEQUATELY DOCUMENT AND / OR DEMONSTRATE COMPLIANCE WITH REQUIREMENTS OR SPECIFICATIONS MAY RESULT IN DISQUALIFICATION OF BID. CITY HAS SOLE DISCRETION TO DETERMINE BID COMPLIANCE.					
				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.

EXHIBIT A: QUALIFICATIONS AND SPECIFICATIONS

VENDOR QUALIFICATIONS

1. Vendor must have successfully provided similar decorative flush pole-mounted solar panel lighting solutions in comparable outdoor settings to this solicitation. Provide evidence of at least two such similar installations with your bid, to include location and customer point of contact.
2. Vendor must have the capacity to reliably design and source the required products. Provide information how you will design, source, and supply poles and materials with your bid.
3. Vendor must have the capacity to provide technical and user-training support to the City. Initial training on equipment to City must be included in pricing. Provide information on how you will support your equipment, including training, manuals, and warranty support.

PERFORMANCE SPECIFICATIONS

1. Vendor must provide an attractive, reliable, durable, low-maintenance trail-lighting solution for the City of Mobile Three-Mile-Creek walkway with solar-porwered LED lighting, cameras, and wireless access points on fixed pole systems to be provided by the vendor and installed on site by the City.
2. The vendor pole solution must provide uninterrupted lighting coverage along the trail with pole intervals spaced no closer than 100 feet linearly along a single side of the trail.
3. The solution must be all-weather, to include performance in:

a. up-to five days of no/low-sun conditions,
b. ambient air temperature ranges from 0-110 degrees F,
c. rain, ice, snow, fog, and hail up to 1 inch in diameter,
d. flooding up to 2 feet above the ground, and
e. sustained wind speeds of 80 mph, with gusts up to 130 mph.

4. The solution must adequately light the trail for appearance, public usage, and public safety consistent with the City's technical specifications.
5. The solution must provide reliable camera performance consistent with the City's technical specifications.
6. The solution must be entirely powered independently on each pole by onboard solar panels attractively flush mounted to the light poles, with batteries and supportive charging, distribution, and control equipment housed inside the pole structure.
7. The City will provide fiber-optic service to each vendor provided pole.
8. Vendor solution must provide an easily accessible feed location inside the pole for City provided fiber-optic cable to support the vendor camera, wireless, and controller solutions.
9. The City will arrange for installation of the vendor pole either in-ground or on City provided and installed 2-3 ft above-ground concrete bases. That said, vendor solution must be complete and easily placed, with vendor providing all directions, drawings, tools, and mounting hardware as necessary to install, set up, and operate vendor poles and equipment. Vendor may also elect to set up any or all of the pole electronics and panels. Provide information on the installation and set up services and support you will provide.
10. Vendor's solution must provide for remote monitoring and operation through the City-provided fiber-optic cable.
11. Vendor's solution must be easily maintainable and accessible with adequate handholds and service access points to all equipment and batteries.
12. Vendor must provide ten-year minimum warranty for pole, batteries, and solar panels, and must support all manufacturer warranties for City specified make and model components.

POLE SPECIFICATIONS

1. Pole shall be no less than 21-ft and no more than 25-ft in height above ground.
2. Each pole shall have sufficient solar panels to power the specified equipment, securely attached in an attractive low visual profile manner incorporated into the design of the pole.
3. Pole shall be designed to protectively and decoratively encase the maximum amount of wiring and components consistent with performance requirements.
4. Pole, arm, and luminaire shall be constructed of aluminum, BLACK in color with a powder coat finish.
5. Pole is to be equipped with an arm of similar material and color, in an inverted arc/pendulum down form, extending from the vertical pole, to hold the luminaire. Horizontal distance from the main pole to the luminaire shall be approximately three feet, to provide setback of the main pole from the path over which the luminarie will hang.
6. Luminaire shall hang approximately 1-ft inside the edge of the multi-use path area.
7. Luminaire shall extend over the multi-use path at a height no less than 19-foot from the path elevation. This is to accommodate large vehicle clearance.
8. Poles shall have the capacity to conveniently carry the camera and wireless access equipment required by alternate configurations in a discrete serviceable manner consistent overall pole design features.
9. Poles shall have the capacity to conveniently, attractively, and securely accommodate banners and signage with commercially available hardware.
10. Poles shall feature a discrete accent light above the luminaire arm.

ACCENT LIGHT

1. All poles shall host an attractive variable color, remotely operable, accent light above the luminaire arm.
2. Decorative Luminaire wattage shall be LED comparable between 30-watt to 40-watt.

LUMINAIRE SPECIFICATIONS

1. Luminaires shall be on all poles and identical.
2. Lumen output in minimum ambient lighting conditions shall be a minimum of 150 lumens/watt and have a minimum of 2 foot-candles across the entire ground path below and 50 feet on either side of pole along the trail.
3. Lumenaire shall be dimmable on multiple settings.
4. Light Color Temperature shall be between 3500 Kelvin to 4500 Kelvin.
5. Color Rating Index shall be a minimum of 70.
6. Luminaire shall be able to be remotely operated (on, off, dimming, brightening)
7. Luminaire shall have daylight harvesting and response to automatically adjust lighting to ambient light conditions.
8. Light source should be a minimum of 18'-0" and maximum of 20'-0" above grade.

SOLAR PANEL AND BATTERY SPECIFICATIONS

1. Solar panels and batteries shall be on all poles and of similar design, location, and appearance.
2. Solution shall provide a sufficient solar panel/battery combination to operate all equipment on the panel continuously for five days in low or no light conditions after full charge.
3. Solar array shall charge a Lithium-Ion Battery to an hourly minimum rating of 48-hrs.
4. Solar panels and batteries must be conveniently replaceable by City.
5. Solar panels and batteries must be remotely monitorable for charging status and capacity.
6. Panels and batteries must have a minimum 10-year replacement warranty.

CAMERA SPECIFICATIONS

1. Poles requiring a camera must be equipped with 1080 HD Camera capability designed for outdoor day/night use. The camera will be Axis brand M5525-E with pole mount T91B57 or equivalent or better.
2. Camera must have remote tilt and zoom capabilities.
3. Camera must connect to City provided fiber.
4. Camera operation must not interfere with light or wireless functionality.

WIRELESS SPECIFICATIONS

1. Wi-Fi must have dual band antenna with wireless mesh technology and minimum of 100 megabits throughput, wireless, and a gigabit LAN port.
2. Pole must be equipped to have PoE (Power over Ethernet) WiFI capability. The PoE will be ROBOfiber 2 port Gigabit Ethernet to Industrial Ethernet Switch (HC-1002-SFP-PSE).
3. Pole mounting hardware must be included in the bid.
4. Wireless antenna must not interfere with light or camera functionality.

EXHIBIT B
ADDITIONAL FEDERAL AND CITY CLAUSES APPLICABLE TO THIS SOLICITION

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. 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.

C. 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 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.

D. 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.

(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.

E. 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).

F. 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.

G. 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.

H. 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.

I. IMMIGRATION COMPLIANCE. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom. 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/**

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

L. INDEMNIFICATION.
(a) The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
(b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

M. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:
(a) Worker's Compensation – Employers Liability Insurance. Statutory – amount of coverage as required by law of the place in which the work is performed.
(b) Comprehensive – General Liability Insurance
(i) Public Liability including premises, products, and complete operations.
Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

(ii) Property damage liability
$500,000 – each occurrence

Or, in lieu of 1 and 2 above,
(iii) Bodily injury and Property Damage combined
$1,000,000 – single limit

(c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles
(i) Bodily injury liability
$250,000 – each person
$1,000,000 – each occurrence

(ii) Property damage liability
$500,000 – each occurrence

Or, in lieu of a and b above,
(iii) Bodily injury and property damage combined
$1,000,000.

N. BUSINESS DOCUMENTATION

(a) 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.

(b) Upon notification, vendor will have 10 business days to provide the Certificate of Authority to the City 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).

(c) 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.

MOBILE
ALABAMA

PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

This is a sealed proposal. Any responses faxed or e-mailed will be rejected.

This is a sealed proposal. Any response must be submitted in a sealed envelope with the proposal number and opening date on the outside of the envelope.

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

Package/Proposal Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide design and construction services at a new facility for the Animal Shelter

Amount of Contract:

$1,308,000.00

Funding Source

Project # Animal Shelter New Facility - Design Services BG-054-22 — **Discretionary Funds**

Project String C0718 Animal Shelter Facility (20002000-42200) — **Contract Number:**4143

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-054-22 Animal Shelter New Facility - Design Services PT 1	Cover Memo	11/16/2022
BG-054-22 Animal Shelter New Facility - Design Services PT 2	Cover Memo	11/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/16/2022 - 10:33 AM
Capital	Rhodes, Brenda	Approved	11/16/2022 - 11:12 AM

Legal	Kern, Chris	Approved	11/17/2022 - 4:37 PM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 4:44 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember 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:	CLARK GEER LATHAM AND ASSOCIATES, INC.
Project Name:	ANIMAL SERVICES – NEW FACILITIES
Project Number:	BG-054-22
Amount:	$1,308,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CO718 – ANIMAL SHELTER FACILITY

CAPITAL PROJECT #: C0718 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-054-22

CONTRACT AMOUNT: $1,308,000.00

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION SERVICES TO BUILD NEW FACILITY FOR THE ANIMAL SHELTER.

VENDOR NAME: CLARK GEER LATHAM AND ASSOCIATES, INC.

VENDOR NUMBER: 33612

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 11/16/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Clark Geer Latham and Associates, Inc.
3901 Spring Hill Avenue
Mobile, Alabama 36608

City of Mobile Business License No.: 016999
Secretary of State Registration No.: 000-053-482

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

New Animal Services Facilities
location TBD
Mobile, Alabama
BG-054-22

The Owner and Architect agree as follows.

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

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

Init.
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User Notes: (1262045768)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: New Animal Services Facilities Project #BG-054-22, Exhibit B, Request for Qualifications New Animal Services Facilities Project #BG-054-22, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Consultant will develop the program for the Facilities, perform design thru construction contract administration and closeout activities for the project as outlined in this document and Exhibit B, Request for Qualifications New Animal Services Facilities Project #BG-054-22

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated Construction Budget and Fixtures, Furnishings and Equipment Budget: $9,000,000.00-$11,000,000.00

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Exhibit A for approximate timeline

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A: N/A
(List name, legal status, address, and other contact information.)
(Paragraphs deleted)

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.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing and Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD
Wetlands Delineation or Assessment as required – TBD
Land Surveying - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Linda G Snapp, AIA Vice President of Architecture
Alabama Architect's License #4128
Clark Geer Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Clark, Geer, Latham & Associates

.2 Mechanical and Plumbing Engineer:

Telios Corporation

.3 Electrical, Fire Protection, Telecommunications & Data, Security Engineer:

Isaiah Engineering, Inc

.4 Design Architect:

Jackson & Ryan Architects

.5 Civil Engineer:

Clark, Geer, Latham & Associates

.6 Landscape Architecture:

WAS Design Incorporated

.7 Cost Estimator:

PCM Company

.8 Interior Design and Fixtures, Furniture and Equipment:

Jackson & Ryan Architects

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.9 Geo-Technical Site Investigation and Soils Report:

BHATE Geosciences Corporation with G&E Services Inc

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit

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Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, plumbing, and electrical engineering services. Basic Services also includes facility programming, interior design and fixtures, furnishings and equipment design. Cost estimating services are included in Basic Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect will evaluate the needs of the City and develop a program that accommodates those needs operationally, programmatically, and in terms of animal capacity.

§ 3.2.2 The Architect shall prepare a program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its design to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall submit completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the

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Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The City of Mobile will provide Front End Documents for the project manual to the Consultant.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** **N/A**
- **.2** using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
- **.3** organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.5** participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.
- **6** The Architect shall assist in identifying options, reviewing proposals and making recommendations for items to be included if Value Engineering Negotiations are required to reach an awardable construction contract sum.
- **7.** The Architect shall prepare the standard contract forms utilizing the standard City of Mobile's amendments.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department. The Architect shall:

- i) schedule and attend, along with his consultants, a Pre-Construction meeting
- ii) advise and consult with the Owner during the Construction Phase Services.
- iii) visit the site at intervals appropriate to the stage of construction to observe the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract

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Documents.

iv) Monitor the progression of the work in compliance with the contractor's construction schedule
v) Attend Owner Architect Contractor meetings for the duration of the project. OAC meetings shall be held every two weeks and shall include attendance of Architect's consultants.
vi) Advise Owner of the progress of the work, reject Work not in conformance
vii) Interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.
viii) review and certify the amounts due the Contractor and shall issue certificates in such amounts and/or suggest modifications to same based on-site observations
ix) review the Contractor's submittal schedule
x) review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples
xi) review and respond to requests for information about the Contract Documents.
xii) maintain a record of submittals and copies of submittals supplied by the Contractor
xiii) order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
xiv) prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
xv) maintain records relative to changes in the Work.

Coordinate and assist with Owner's other consultants (if any), and Owner's forces providing some type of service, such as transfer of electrical services, water meters, telecommunications servicers, etc.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted

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to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are typically not included in Basic Services but this project requires many of them under Basic Services. The Architect shall provide the listed Supplemental Services as Basic Services if indicated as

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"Architect under Basic Services". Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect under Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect under Basic Services
§ 4.1.1.9 Landscape design including exterior animal areas such as pastures	Architect under Basic Services
§ 4.1.1.10 Architectural interior design	Architect under Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect under Basic Services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect under Basic Services
§ 4.1.1.22 Security (access control, cameras, intrusion alarm)	Architect under Basic Services
(Row deleted)	
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages if agreed to by both parties	Architect under Basic Services
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design (including interior and exterior signage)	Architect under Basic Services
§ 4.1.1.29 Other services provided by specialty Consultants	Architect under Basic Services
§ 4.1.1.30 Other Supplemental Services	N/A

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided In Exhibit A and below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Relating to 4.1.1.29: Geotechnical Services related to site evaluations which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings every other week with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 N/A

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(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

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Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

The Architect, under Basic Services, shall prepare detailed cost estimates per proposal to show that the design is within the construction budget, or if not, to provide direction in modifying the design to bring it into budget. Estimates shall be prepared using the CSI/MasterSpec format --- separating labor, materials, OH&P, and include presumed cost escalations.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and

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employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

A. Basic Services Stipulated Sum	$1,203,000.00
B. Reimbursable Expenses: not to exceed	$ 30,000.00
C. Additional Services (as approved):	$ 75,000.00
D. Total Compensation: not to exceed	$1,308,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A; all services designated in Section 4.1.1 as by Architect are included in Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates. If subconsultant is required, fee shall be negotiated per subconsultant proposal with a maximum of 10% Architects management and coordination fee applied. Prior to proceeding with Additional Services Architect shall provide proposal for approval, and if accepted, Owner will issue a written approval.

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Possible Additional Services include:

1. Architect and/or consultant participation in stakeholder meetings
2. Environmental assessments
3. Wetlands evaluation and/or permitting
4. Alabama Department of Environmental Management Permit Application
5. Rezoning or variance applications and Architect and/or consultant appearances

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Sections 11.2 and 11.3

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programing and Schematic Design Phase	twenty	percent (	20 %)
Design Development Phase	nineteen	percent (	19 %)
Construction Documents Phase	thirty-eight	percent (	38 %)
Procurement Phase	four	percent (	4 %)
Construction Phase	nineteen	percent (	19 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A, Proposal for Architectural Services for: New Animal Services Facilities Project #BG-054-22
(Row deleted)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents as required and approved and authorized in advance by the Owner;
.4 Postage, handling, and delivery;
.5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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(Paragraph deleted)

.7 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

.8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services as per this agreement and consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architect shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document, including making application on the permitting websites.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the eBuilder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

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.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Proposal for Architectural Services, Exhibit A
b. Insurance Requirements, Exhibit 1
c. Architect's Certificate of Insurance with Endorsements
d. Architect's E-Verify Documentation
e. Exhibit B, Request for Qualifications New Animal Services Facilities Project #BG-054-22

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable

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provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Clark, Geer Latham & Associates, Inc.

Linda G. Snapp

ARCHITECT *(Signature)*

Linda G. Snapp, AIA Vice President of Architecture
(Printed name, title, and license number, if required)

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 Linda G. Snapp as Architect of Clark, Geer, Latham & Associates 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 VICE PRESIDENT OF ARCHITECTURE.

Sworn to and subscribed for me this 15th day of November, 2022.

Barbara B Cobb
NOTARY PUBLIC
My Commission Expires:

BARBARA B COBB
Notary Public
Alabama State at Large
September 6, 2026

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EXHIBIT A

November 15, 2022

Ms. Cindy Klotz
City of Mobile
205 Government Street
P.O. Box 1826
Mobile, AL 36693

Re: City of Mobile Animal Services Facility
City Project #BG-054-22
CGL Project # 2202-02

Dear Ms. Klotz,

Thank you for the opportunity to work with the City of Mobile towards a successful design for the City of Mobile Animal Services Facilities project. We understand that the City requires a detailed Assessment to determine the full scope of the project prior to beginning design, in addition to full architectural and engineering design and construction services. We believe our assembled team will provide the highest level of service to ensure that this new facility meets the current and future needs of the City of Mobile Animal Services.

1. **Project Understanding**

The City of Mobile New Animal Services Facility size and location has yet to be determined. We understand that a project budget has been estimated at $15,000,000 with an estimated $11,000,000 construction budget. The required capacity for the facility in terms of number of animals and project square footage is unknown. This determination is part of the scope of work.

2. Scope of Services

The Scope of work includes the following phases:

1. Assessment
   - Market Analysis
   - Needs Assessment
2. Programming and Space Planning
3. Schematic Design
4. Design Development
5. Construction Documentation
6. Bidding/Negotiation
7. Construction Cost Administration

The initial Assessment Phase led by our team will evaluate the current and future needs of the City of Mobile Animal Services through the lens of modern best practices of the animal welfare industry. We will organize and facilitate sessions with key stakeholders and staff to determine operational requirements and programmatic goals.

The scope of work for the remaining phases includes usual and customary services.

We will evaluate the needs of the City and develop a space program that accommodates those needs, operationally, programmatically, and in terms of animal capacity on site approved by City of Mobile. The basic scope of services does not include obtaining special permits, rezoning or unanticipated meetings. These items are considered as Additional Services and can be approved and included on a as needed basis.

During construction, the administration of the Contract between the Owner and the Contractor will be according to AIA Document A201 2017 and AIA Document B101-2017. Site visits from the Architect will occur every two weeks.

Furniture, fixtures, and equipment (FF&E) is included in the scope of work. This list will be prepared during the Design Development phase and monitored throughout the remainder of the project. Specifications of the FF&E will be issued with the construction documents. Interior design is also included in this scope of work.

The disciplines of work consist of the following:

Architect of Record - Clark, Geer, Latham & Associates
Design Architect – Jackson & Ryan Architects
Civil Engineering – Clark, Geer, Latham & Associates
Structural Engineering - Clark, Geer, Latham & Associates
Mechanical and Plumbing Engineering – Telios Engineering
Electrical, Fire Protection and Low Voltage (Security, Data, AV) – Isaiah Engineering
Landscape Architecture – WAS
Geo-technical– BHATE Geosciences & G & E Services, Inc.
Cost Estimating – PCM | CSG

We will establish a clear and concise means of communication between the City, the End Use, our consultant team, and ourselves. We will lead this effort through meetings (virtual and in person), conferences, electronic correspondence, and data sharing.

3. Schedule

The durations of the phases of work are anticipated to be the following:

Assessment, Programming/Space Planning:	8 weeks
Site Due Diligence:	10 weeks (to begin at week 4)
Schematic Design:	8 weeks
Review Package at 50% SD and 100% SD	
Cost Estimate at 100% SD	
Design Development:	12 weeks
Review and Cost Estimate at 100% DD	
Construction Documents:	126 weeks
Review at 90% and 100% CD	
Bidding/Negotiation	6 weeks
Construction Cost Administration	15 months

The schedule includes twenty-seven (27) calendar days maximum for each owner review.

Additional reviews, longer or shorter and/or complications with potential rezoning or other unknown site conditions will affect the timeline

4. Fee

Basic Scope of Services Fee: lump sum fee of $1,203,000.00.

Additional Services (as approved) - $75,000

Reimbursables – NTE $30,000

5. Additional Services

For Additional Services that may arise during the Project outside the scope delineated above, compensation shall be based on a previously agreed to amount and paid to the Architect on an hourly basis per the attached Schedule of Hourly Rates. In addition to changes in scope, if the construction budget is found to exceed the estimated amount and additional design services are required, additional fees may be incurred as discussed and mutually agreed upon.

Additional services may include:

- Environmental Assessment if required.
- Wetlands if required.
- ADEM permit application
- Rezoning if required.
- Meetings e.g. Stakeholders,

6. Reimbursable Expenses

Expenses that are incurred on behalf of the project are in addition to this fee and will be billed at actual cost with no mark up. Out of town consultants time is included as part of Basic Services but travel expenses (hotel, food, car rental etc.) as required will be included as a reimbursable expense. We anticipate these costs NTE $30,000.

7. Payment Schedule

The categories of work will be defined by phase and will total the amounts shown below for each. This does not include Additional Services which will be added to the billing at the appropriate phase.

PHASE	Percentage
Schematic Design	20%
Design Development	19%
Construction Documentation	38%
Bidding/Negotiation	4%
Construction Administration	19%
TOTAL	**100%**

If there are any questions concerning the above, please contact us.

Very truly yours,

Clark, Geer, Latham & Associates, Inc.

Linda G. Snapp

Linda G Snapp, AIA
Vice President of Architecture

SCHEDULE OF HOURLY RATES

Clark Geer Latham & Associates

CURRENT "HOURLY CHARGE" RATES FOR

CLARK, GEER, LATHAM & ASSOCIATES, INC.

OCTOBER 1, 2022 - SEPTEMBER 30, 2023

Employee Classification	Charge Rate	Overtime Rate
TEL - Principal	170.00	262.50
TBC – Civil/Structural Engineer	135.00	202.50
EJA – Civil/Structural Engineer	135.00	202.50
LGS - Architect	120.00	180.00
LSR – Architect	105.00	165.00
MER – Architect	95.00	142.50
FDM – Project Manager	95.00	142.50
DAB – Structural Engineer	115.00	172.50
CDT – Civil Engineer	100.00	150.00
CMV – Civil Engineer Intern	95.00	142.50
CSJ – Civil Engineer Intern	95.00	142.50
KSB – Inspector	105.00	157.50
RAD – Civil/Structural Draftsman (CADD)	65.00	97.50
JEH – Civil/Structural Draftsman (CADD)	60.00	90.00
BAM - Clerical	75.00	120.00
BBC - Clerical	50.00	75.00
PTD - Clerical	65.00	97.50

JACKSON & RYAN
ARCHITECTS

SCHEDULE OF HOURLY RATE
CATEGORY

February 2022

1.	Principal	$315.00
2.	Senior Associate	$240.00
3.	Associates	$180.00
4.	Senior Architectural Staff	$150.00
5.	Architectural Staff	$120.00
6.	Financial Manager	$120.00
7.	Marketing	$ 90.00
8.	Clerical	$ 80.00

ISAIAH ENGINEERING, INC.
Building The Future

Project Manager - $150.00

Electrical / Communication - $139.14

Technical CAD – $ 80.14

Cost Estimate - $110.00

Clerical - $48.45

TELIOS
engineering

TELIOS Engineering

Labor Category	Hourly Rate
Administration	$100.00
Project Designer	$180.00
Senior Project Designer	$205.00
Project Engineer	$210.00
Senior Project Engineer	$235.00
Assistant Project Manager	$245.00
Project Manager	$275.00
Associate	$290.00
Vice President	$305.00
Executive Vice President	$350.00

PCM Company

PCM COMPANY CSG

These rates are valid through the end of 2022.

Service Provided	Rate
Cost Estimating Services	$135.00
CPM Scheduling Services	$135.00
Project Support Services	$125.00
Claims Analysis	$165.00

WAS DESIGN
landscape architects

WAS Design

Standard Hourly Rates

Principal	$150.00
Landscape Architect	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

BHATE
QUALITY • SERVICE • EXCELLENCE

2022 FEE SCHEDULE

Professional Personnel – Engineering Support

Engineering Assistant ---------- 85.00/hr.

Professional Personnel – Geotechnical Services

Staff Professional	$115.00/hr.
Project Professional	$130.00/hr.
Project Manager	$150.00/hr.
Senior Project Manager (P.E.)	$175.00/hr.
Senior Principal (CRB)	$250.00/hr.
Senior Principal (URB)	$295.00/hr.

G & E Services, Inc.

Our charge is based on crew and equipment,

$450.00 Mobilization/Demobilization

$350.00/Hourly Portal to Portal

Per diem If Required $300.00/Day

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Clark Geer Latham & Associates, Inc.
Address	3901 Springhill Ave. Mobile, AL. 36608
Telephone	251-344-7073
E-Mail	lsnapp@cglengineers.com

RFP/RFQ Solicitation Number	Project #BG-054-22
Project Description	New Animal Services Facilities
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 12 Female 8 Minority 0 Non-minority _____ SDVO _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Linda G. Snapp

Signature: LINDA G. SNAPP Date: November 11, 2022

Title: Vice President of Architecture

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: Linda G. Snapp Title: Architect

Email: lsnapp@cglengineers.com Phone: 251-344-7073

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Clark Geer Latham & Associates, Inc.

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

BG / 054 / 22 Description New Animal Services Facility

Name of Bidder/Proposer: Linda G. Snapp

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
G & E Services Inc,	251-633-9791	Soil borings	14,455.00	1.32%	yes	
Preferred Construction Mgt. Co. Inc	404-815-9555	Construction Cost Estimating	32,000.00	2.66%	yes	
Isaiah Engineering Inc.	251-344-2022	Electrical design, Fire Protection, Fire Alarm Telecommunications, Data, Security systems	119,913.00	9.95%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Clark Geer Latham & Associates, Inc.

Contact Person: Linda Snapp Phone 251-344-7073 Email lsnapp@cglengineers.com

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

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

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

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

Section 2(B)

__x__ 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.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. Contacted all those on the City of Mobile DBE list that provided services that were within and/or relative to the scope of work for this consulting contract. See attached list.
Geotechnical - BHATE Geosciences is a minority owned firm but no longer qualifies for DBE status

Alabama Secretary of State

Clark, Geer, Latham & Associates, Inc.	
Entity ID Number	000 - 053 - 482
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/02/1978
Registered Agent Name	LATHAM, THOMAS E
Registered Office Street Address	3901 SPRINGHILL AVE MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	CONTRACTING ENGINEERS
Capital Authorized	$5,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	CLARK, J MAC
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GREER, VASCO R JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	RUSSELL, LOUIS G III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	10/03/1988

Clark, Geer, Latham & Associates, Inc.	
Articles Of Corrections	LEGAL NAME CORRECTED
Transaction Date	10/03/1988
Legal Name Changed From	Clark & Geer Consulting Engineers, Inc.
Transaction Date	10/03/1988
Legal Name Merged	Latham Engineering, Inc.
Transaction Date	10/15/2002
Registered Agent Changed From	* Added
Transaction Date	05/17/2010
Registered Agent Changed From	CLARK, THOMAS B 762 DOWNTOWNER LOOP W MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/03/1988 Merger 13 pgs.
Document Date / Type / Pages	10/15/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	05/17/2010 Registered Agent Change 1 pg.

New Search

Company ID Number: 510929

Approved by:

Employer CLARK, GEER, LATHAM & ASSOCIATES, INC.	
Name (Please Type or Print) Kaye Himes	Title
Signature Electronically Signed	Date 02/27/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/27/2012

Company ID Number: 510929

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CLARK, GEER, LATHAM & ASSOCIATES, INC.
Company Facility Address	3901 SPRINGHILL AVE. MOBILE, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630756582
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 510929

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 510929

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Belinda McClinton
Phone Number	2513447073
Fax	2513439179
Email	bmcclinton@calengineers.com

Name	Kave Himes
Phone Number	2513447073
Fax	2513439179
Email	khimes@calengineers.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2022

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
Higginbotham Insurance Agency, Inc.
500 W. 13th Street
Fort Worth TX 76102

CONTACT NAME: Brittany Partin
PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No):
E-MAIL ADDRESS: BPartin@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Property Casualty Company Of	25674
INSURER B : The Travelers Indemnity Company	25658
INSURER C : Alabama Self-Insured Worker's Compensation Fund	
INSURER D : Midwest Employers Casualty Company	23612
INSURER E :	
INSURER F :	

INSURED CLARGEE-01
Clark, Geer, Latham & Associates, Inc
3901 Springhill Avenue
Mobile AL 36608

COVERAGES **CERTIFICATE NUMBER:** 91075414 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6807H267066	2/22/2022	2/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA4R2535712247G	2/22/2022	2/22/2023	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 [X] RETENTION $ 10,000	Y	Y	CUP3641T3202247	2/22/2022	2/22/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC10005132002022A PSAL129001	1/1/2022 1/1/2022	1/1/2023 1/1/2023	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
B	Professional Liability			ANE470006522	1/21/2022	1/21/2023	Aggregate Limit	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: NEW ANIMAL SERVICES FACILITIES
Project #BG-054-22

The City of Mobile is listed as an Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability as required by written contract. General Liability, Auto Liability, and Umbrella Liability are primary and non-contributory as per written contract. A Waiver of Subrogation is provided in favor of The City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability, and Workers Compensation as required by written contract. A 30 Day Notice of Cancellation is provided except for non-payment, whereas a 10 Day Notice applies.

CERTIFICATE HOLDER
City of Mobile
P O Box 1827
Mobile AL 36633
USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CLARGEE-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Clark, Geer, Latham & Associates, Inc 3901 Springhill Avenue Mobile AL 36608
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ACORD 101 (2008/01)

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EXHIBIT B

CITY OF MOBILE

Request for Qualifications
Professional Design Services

NEW ANIMAL SERVICES FACILITIES

Project #BG-054-22

July 12, 2022

I. Introduction

The City of Mobile ("City") is seeking competitive design proposals from a qualified Design Team ("Team" "Consultant") which includes Specialty Consultants with specific experience in programming and conceptual design of state-of-the-art animal services facilities as well as fully qualified Architectural and Engineering firms to bring the conceptual design to a successful completion. The Scope of the Services required by the successful Team is to provide assessments and programming through construction contract administration services for the proposed City of Mobile Animal Services Facility ("Project").

The primary objective for this project is to secure a facility that meets the overall needs of the City of Mobile Animal Services Department in following modern sheltering practices, expansion of our shelter medicine program for animals in our care, and providing space for field services, community programs and adoptions, offices, outdoor space for enrichment, etc. The new facility will support the mission and future direction of this department, while encouraging new forward-thinking programs, public visits and community interaction, decreasing community need for shelter intake, and supporting high live outcome rates (adoption, return to owner, transfer to rescue, etc.).

The design contracting process will begin as soon as possible after selection, with preference given to the qualified Team that can start promptly, devote sufficient time, and expedite successful and timely completion of the Project. Of particular importance to the success of the Project will be the thorough, thoughtful, and complete execution of the Phase 1 portions of the Work.

All construction bid packages must be prepared according to and will be competitively bid in compliance with the State of Alabama Public Works Law (Code of Alabama, Title 39) and, if applicable, prepared in compliance with federal, state, and local grant provisions and/or funding requirements.

If selected, Consultant and his Team shall agree to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations

Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

The design team will be required to meet and coordinate with various City Departments including, but not limited to, Administration, Engineering, Build Mobile, Urban Development, the Animal Services Department, and the City's Veterinarian, as well as the Real Estate and Asset Management staff. At each phase of the project, previous City input and questions will be required to be specifically addressed by the design team.

All topographical surveys and pre-design soil testing will be provided by the Owner.

II. Background

The City's current Animal Services shelter facility is located at 855 Owens Street, Mobile, Alabama. Large and small animals are currently housed here, and the shelter has implemented a recent foster program due to the increased need for services and the small size of the existing facility. The shelter is frequently at or significantly over capacity because of the obsolete design and structure of the facility. There are up to 15 staff members (staff number will increase) and numerous volunteers that work on the shelter grounds at any given time. Administrative and animal control staff, as well as temporary facilities for visiting veterinarians and technicians are also housed in this facility.

The facilities on this site do not meet the needs and requirements or today's standards for animal care and custody. Expansion of the City's existing shelter in its current location is not a viable option, and the City is currently investigating alternate sites. The successful design Team shall assist in the evaluation of the sites under consideration.

III. Considerations for Design:

Animal Services facilities shall include main buildings, associated services, yards, and accessory buildings. Facilities should be designed to be 'hardened' so that the animals are protected and comfortable during storm events without the need for evacuation. Considerations for design shall include energy saving strategies, i.e. minimizing the amount of electricity and water needed to operate. Emergency power, water, ventilation and hvac systems shall be integral to the site and facilities. Waste control and protection of the storm water system is also required.

Objectives:
The following are the overall objectives for the project:

- Assess future and long-term service and space needs.
- Conduct innovative space programming and design for the new facility and maximize the space flexibility and efficiency.
- Provide assistance in determining the best location for the new facility.
- Project overall cost and identify possible financing options.
- Ensure the City is informed of the best possible options.
- Provide comparative analyses of benchmark counties/jurisdictions.
- Inform as to best practice thought leadership on design and program modeling.

Goals:
The new facility should meet the following goals:

- Meets future and long-term needs.
- Has a healthy and welcoming atmosphere.
- Support animal care and education.
- Promote animal health and wellbeing.
- Create a healthy and stress-free working environment for the staff.
- Encourage public visits and interaction.
- Increase animal adoptions.

Animal Services Facilities should accommodate the following activities and include, at minimum, the following:

- Administrative office space and public receiving areas with associated support areas such as storage, restrooms, and conferencing/volunteer organizing/break room facilities
- Adoption areas both interior and exterior for the public to interact with adoptable animals;
- Areas for animal control officers such as desk and conferencing space, locker room facilities, an interior receiving area, a covered exterior animal receiving and loading area, parking, and cleaning area for vehicles;
- Individual animal kennels for small animals with exterior access where appropriate;
- Secure exterior yards and pastures for animal recreation;
- Secure kennels, yards, and paddocks for animal quarantine;
- Clinical areas for veterinarian services such as surgery suite, exam areas, separate euthanasia area, pharmacy, etc.
- Support facilities for animal care such as bathing areas;
- Standard and cold storage areas associated with animal shelter facilities;
- Associated site utilities, waste management, asphalt and concrete paving, secure yards, landscaping, hardscape, site furnishings, exterior lighting, signage, access control, surveillance and security systems, and other site improvements may be included as required and indicated by Owner's program and/or Implementation Plans.
- Hurricane protection for animals and staff
- Emergency power for extended power outages
- Emergency water storage and systems for extended power and/or water shortages
- Emergency waste systems for extended power and/or water shortages

IV. Scope of Work

The proposed Project will consist of several phases:

Phase 1. Assessment, Programming, Site Assessment, Schematic Design and Design Development
Phase 2. Construction Document preparation
Phase 3. Permitting, Bidding, Negotiation and Construction Contract Preparation
Phase 4. Construction Contract Administration

Phase 1. Assessment, Programming/Space Planning, Site Assessment, Schematic Design and Design Development:

General: The first phase of this project includes assessment, programming, schematic, and design development activities. These phases will illustrate how the design solution addresses how the construction of a new shelter will help the City meet/exceed strategic goals and related performance measures.

Assessment Tasks:

Task- 1 Market Analysis

The Consultant shall perform a market analysis of the current trends and future projections in Animal Services and Animal Services Facilities. This analysis should provide a benchmark to the City's new facility.

i) Market Trends: Provide an industry overview. Discuss the trends in animal shelters, including location choices, popular facility features, and performance measures.
ii) Analysis of Comparable and Competitive Facilities: Identify and analyze other successful animal shelters which are recently constructed in the region or constructed by other Cities and animal services providers. Provide a benchmark analysis, indicate how the new animal shelters and services facilities help elevate the animal services, as well as the best practice of design and program modeling.
iii) Animal Welfare Trends: Discuss the trends in animal welfare and explain how the facility contributes to the best practices in animal welfare, including behavioral health, citizen education and training, etc.

Task 2 - Needs Assessment

The Consultant shall:

i) Meet with appropriate City staff from Animal Services and representatives of the Department of Real Estate and Asset Management as well as the City's Veterinarian to understand contextual issues and gain insights into the needs.
ii) Tour the current facility.
iii) Review current operations, statistics, and service needs.
iv) Determine the needs for the new facility and any future expansion.
v) The City recently conducted a Shelter Assessment which identified long term goals. Consultant will assist in recommending implementation strategies for meeting these goals in the short, medium, and long term.

Task 3 – Stakeholder and Community Input

The Consultant shall compile and summarize results of the stakeholder and community input and describe how these are incorporated into the Program Document. The Consultant must assist the City with Animal Services Stakeholder and Community Engagement Input.

The Consultant shall:

i) shall be responsible for soliciting stakeholder, Animal Services, and community engagement in developing the vision and for and defining the purpose of the new Animal Services facility. This will involve defining the potential of the Animal Services facility as an asset to the City of Mobile and surrounding jurisdictions. The programmer will provide examples of the role, function, building program and design of the Animal Services Facility to illustrate the array of possibilities the community and stakeholders should consider.

ii) seek input to define the role of Animal Services for the jurisdiction being supported by the program. This process should capture the Animal Services' valuable role as a Citywide resource and its value to all residents of Mobile.

iii) shall assist the City staff in developing, administering, and codifying the results of the input. Possible tasks include developing, designing, producing, and distributing printed materials; creating displays and presentations; setting up public forums and other special events; designing and implementing surveys; codifying, interpreting, and reporting on the results of the public engagement process.

iv) shall develop a report of the public engagement process. The Consultant shall produce a final recommendation for consideration of the City Council and Senior Leadership.

The Consultant will synthesize the information gathered by the above-mentioned investigations as a basis for developing the Programming/ Space Planning Program. The options must reconcile the programmatic needs within the project budget with a conceptual cost estimate included.

Programming / Space Planning Tasks:

Based on the analysis and assessment, the Consultant should provide facility and space recommendations for the new facility and demonstrate the functional relation and priorities for the project.

Task 1 - Functional Space Recommendation:

Provide recommendation on functional rooms/space (kennels, cages, adoption room, veterinary suite, sallyport, grooming room, etc.), outdoor space (courtyard, parking, etc.), and support needs (office, break room, storage, etc.). Identify the size and function. Clarify the space criteria and any code or policy related. Explain how these spaces would make City's animal service competitive in the market. The consultant shall:

i) Provide recommendation on additional functional spaces which are leading edge and the best practices in industry.

ii) Provide recommendation on facility design. The design should be the best practices for animal health that taking into consideration critical issues - housing of different types of animals (healthy, sick, aggressive, adoptable), animal stress control, sanitation, disease management, odor control, noise control, lighting, staff efficiency, etc. The

shelter should be disease free and low odor, providing a safe, comfortable, and stress-free environment, resulting in efficient flow through and higher adoption rates. The layout and circulation should facilitate supervision and enhance operational efficiency.

iii) Provide insight into other critical features for the project's success. The other features may include but not limited to potential expansion, materials and finishes, roof elements, HVAC system, vet clinic facilities, etc.

iv) Provide an excel spreadsheet showing the spaces and recommended areas for each.

v) Provide supporting bubble diagrams (with bubbles roughly representing the square footages of each space) showing required and/or desired relationships between the spaces.

Site Selection Tasks:

The Owner has pre-selected several potential building sites. The Consultant shall assist the City in:

i) Location assessment based on accessibility, public transit, interstate/roadway evaluation for both user and service providers.

ii) Evaluate the sites by observation, research, and analysis of Owner provided survey.

iii) Provide site recommendations with pros/cons analysis.

iv) Considerations: area for expansion, location in flood zones, existing utility services, soil suitability

Schematic Design and Design Development Tasks:

The Consultant shall perform Schematic Design and Design Development. The design phases should include site plans, building floor plans, elevations, building and site sections, structural plans, MEP plans, food service, veterinary service, furniture and equipment layouts, outline specifications and other project-specific material sufficient to provide the basis for completely explaining the project to the City Leadership and Community. Design Documents should be developed in detail to establish the validity and constructability.

The Consultant shall:

i) Provide review meetings with the City at 50% and 100% Schematic Design, and at 50%, 75%, and 100% Design Development. Review sets of drawings, specifications and other data shall be provided at full scale and in pdf. Included with each review set of drawings and specifications shall be a detailed cost estimate verifying design is within the construction budget. A cost verification review meeting will also be included to reconcile design/estimates with approved budget at each design phase review.

ii) After each review meeting with the Owner, the Consultant shall incorporate Owner's Comments into revised documents and re-issue to the Owner within 27 calendar days.

iii) All key members of the Consultant's Team shall be made available during the review meetings as well as any Community Presentation Meeting (s) that the City may schedule.

iv) Assist in preparing renderings and/or electronic presentations for Community Presentation meeting(s). The meeting(s) will provide the Community with highlights of design as well as identify and explain how community input shaped the design.

The design decisions at the 100% Design Development Review should be made final and will form the basis for the construction contract documents – Phase 2.

Phase 2 – Construction Contract Document Preparation
The second phase of this project consists of construction document preparation. Drawings shall be prepared with AutoCAD software compatible with City of Mobile's internal software, and Microsoft Office Programs. Specifications shall be prepared in MasterSpec format, with the City's front-end documents included. Construction cost estimates shall be prepared using CSI/MasterSpec format and separate labor, materials, and OH&P and include assumed price escalation.

Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual that includes the standard City of Mobile Conditions of the Contract for Construction and Specifications and may include bidding requirements and other forms.

Construction Contract Documents shall include documentation describing:

i) Architecture
ii) Interior Architecture and Design including furniture, fixtures, and equipment, color selection, signage
iii) Landscape Architecture
iv) Civil Engineering
v) Structural Engineering
vi) Mechanical Engineering
vii) Plumbing Engineering
viii) Electrical Engineering
ix) Fire Protection Engineering
x) Telecommunications Engineering
xi) Access Control and Security
xii) Construction Cost Estimating, including potential cost acceleration provisions
xiii) If Federal or other grants are involved, preparation of construction contract documents, implementation of applicable grant provisions, and assistance with required submittals shall also be required.

Phase 3 - Permitting, Bidding, Negotiation and Construction Contract Preparation

Task 1 Permitting:
The Architect shall assist in the submission of completed construction documents that incorporate the design requirements of governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

Task 2 – Bidding:
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) negotiating value engineering; (5) awarding and preparing contracts for construction.

The Architect shall assist the Owner in bidding the Project by:

i) facilitating the distribution of Bidding Documents to prospective bidders;
ii) organizing and conducting a pre-bid conference for prospective bidders Architect and all Architect's Consultants shall attend;
iii) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
iv) review the bids received, make award recommendations

If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Task 3 – Negotiation:
The Architect shall assist in identifying options, reviewing proposals, and making recommendations for items to be included if Value Engineering Negotiations are required to reach an awardable construction contract sum.

Task 4 – Construction Contract Preparation:
The Architect shall prepare the standard contract forms utilizing the standard City of Mobile's amendments.

Phase 4 - Construction Contract Administration

General
The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Real Estate and Asset Management Department. Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final

Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

The Architect shall:

i) schedule and attend, along with his consultants, a Pre-Construction meeting
ii) advise and consult with the Owner during the Construction Phase Services.
iii) visit the site at intervals appropriate to the stage of construction to observe the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
iv) Monitor the progression of the work in compliance with the contractor's construction schedule
v) Attend Owner Architect Contractor meetings for the duration of the project. OAC meetings shall be held every two weeks.
vi) Advise Owner of the progress of the work, reject Work not in conformance
vii) Interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.
viii) review and certify the amounts due the Contractor and shall issue certificates in such amounts and/or suggest modifications to same based on-site observations
ix) review the Contractor's submittal schedule
x) review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples
xi) review and respond to requests for information about the Contract Documents.
xii) maintain a record of submittals and copies of submittals supplied by the Contractor
xiii) order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
xiv) prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
xv) maintain records relative to changes in the Work.
xvi) Coordinate and assist with Owner's other consultants (if any), and Owner's forces providing some type of service, such as transfer of electrical services, water meters, telecommunications servicers, etc.

V. Other Conditions

The firm or individual practitioner must:

1. Have current City of Mobile Business License.
2. Have an established local business office or plan of travel. This office shall be open and staffed for business during normal business hours Monday through Friday. Telephone and email communication shall be always available.
3. The licensed professional must be accessible by telephone and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
4. Insurance Required for an Agreement: *See Exhibit 2, City of Mobile Insurance Requirements, attached.*

5. 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 in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of contract approval.
6. The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the eBuilder project management system are free to the City's consultants and contractors.

VI. Form of Proposal

Firms interested in performing the work will be considered by an Evaluation of Qualifications based on a 100-point scale pursuant to the written responses to the Request for Qualifications (*See Exhibit 1, Qualification Point Scale, attached*). All applicants must submit their qualifications and responses in this Form of Qualifications:

1. A cover letter and Statement of Project Approach:
   Statement of Project Approach shall describe the proposer's procedures and methods of successful implementation to address the Scope of Work detailed in this RFP. At minimum, the Statement of Project Approach should include:
   i) A detailed outline of the proposed methodology to complete and manage the project, including a brief description of each key tasks, the sequence of key tasks, a realistic schedule/timeline of completion of each task, and deliverables for each task.
   ii) The project approach must identify all major tasks and issues with the Scope of Work. Provide a logical sequence of work tasks that will result in a comprehensive and well-organized set of deliverables, and a realistic schedule of completion of each task that is compatible with the schedule
   iii) If using a Joint Venture, explain the reason and benefit of forming a Joint Venture for this project.
   iv) Describe any unique opportunities and challenges specific to this project.
   v) Include a Vision Statement that demonstrates the project team's vision for this project and addresses an understanding of the project objectives and scope of work.
   vi) The statement should provide a summary of key challenges and opportunities anticipated in accomplishing the City's objectives based upon current conditions.
   vii) Identify any innovative and/or creative actions that may assist the City in the realization of the project that would positively impact quality, schedule, or the budget.
   viii) Describe the strategy or approach to obtaining input from internal and external stakeholders, including the scheduling of stakeholders input processes within the study timeline in keeping with the requirements as set forth herein
   ix) Explain how the stakeholder input will be incorporated in the study.
   x) Describe how the project will be organized and managed.
   xi) Describe the progress reporting procedures for this project to demonstrate how the City will be kept informed of the project progress.
2. Statement of registration of the firm. The lead design firm must be an Architecture firm licensed the State of Alabama and approved to conduct business by the Alabama Secretary of State and the Alabama Board of Architects.
3. Statement of previous design experience with similar facilities.

4. Include a list of three (3) prior projects with similar scope, including the three project references with names and contact information. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor.
5. Statement of the Specialty Animal Shelter Consultant's qualifications, with a list of three (3) prior projects with similar scope, including references with names and contact information.
6. Statement of the names and duties of the individuals that will be involved in this project, including all consultants. Resumes of key personnel along with a brief description of responsibilities, accomplishments, and dates of service. Describe the current workload of key personnel, and percentage of time key personnel will spend on this project.
7. Statement of previous design experience with City of Mobile facilities.
8. Statement of availability and adequacy, in number, quality and availability of staff, to perform all functions required for the proposed services.
9. Statement that the firm has an established local business office and describe local staffing levels. If there is no local office, describe how the firm will satisfactorily manage day to day client and contractor interfaces, and how the firm will satisfactorily handle availability for design and construction emergencies.
10. Information on your firm and your consultants concerning disadvantaged and minority business participation including specific participation (such as a DBE accounting firm or legal representation); and, separately, DBE participation in the design team itself. The City of Mobile encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and firms shall conduct business in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council. Fill out and attach to your proposal Exhibit 3, City of Mobile Contracting and Major Supplier Plan.

VII. Submittal of Proposals

Questions concerning this Request for Qualifications should be written inquiries only and be directed to Cindy Klotz at cindy.klotz@cityofmobile.org. Proposals in responses to this Request for Qualifications must be submitted no later than **3:00PM** local time on **Thursday, August 25, 2022**. Please submit one original Proposal and one proposal on a labeled USB flash drive (not CD):

City of Mobile Architectural Engineering Department
205 Government Street
South Tower, 5th Floor
(P. O. Box 1827)
Mobile, Alabama 36633
Attn: Cindy Klotz

VIII. Selection Criteria and Schedule

The selection will include an analysis of the RFP responses submitted by an Evaluation Committee composed of City personnel who will conduct the review based on the following criteria:

- The Consultant's qualifications and successful experience commensurate with the Scope of Work outlined in Section II, Project Description & Scope of Work.

- The Consultant's ability to meet the requirements outlined in Section III, Required Professional Qualifications, as well as evaluation of references.
- The Consultant's ability to meet the requirements outlined in Section IV, Other Conditions.
- Information contained in the Consultant's proposal as outlined in Section V, Form of Proposal

If the respondent does not provide, or fully comply with the requirements of this proposal, the City may deem the RFP response non-responsive.

Proposals will be reviewed as they are received. Interviews with firms scoring high on the 100-point scale criteria will be conducted. The Mayor or his designees shall make the final selection.

To assist in the evaluation of the RFP responses, the Evaluation Committee may in its sole discretion:

i) Seek clarification or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of the RFP responses; and
ii) Conduct reference checks relevant to any or all the references cited in a Response to verify all information regarding a Respondent.
iii) Conduct oral interviews/presentations to further clarify and confirm understanding of the proposer's knowledge of the full scope of the project.

The following schedule is proposed:

Publication of Request for Qualifications:	**July 12, 2022**
Guided walk through of existing facility:	**July 27, 2022**
Deadline for receipt of Request for Clarifications:	**August 3, 2022**
Date of last Addendum:	**August 10, 2022**
Deadline for receipt of responses to RFQ:	**August 24, 2022**
Interviews (if required):	**August 31, 2022**
Selection announced:	**August 31, 2022**
Anticipated Consulting Contract Notice to Proceed	**September 20, 2022**
Anticipated Construction Issue for Bid:	**January 3, 2023**
Anticipated Construction Contract Notice to Proceed	**March 28, 2022**

Award:
The selection committee will notify the proposers, in writing, of the firm selected. When the selection is made, the winning firm will begin negotiations of Architectural fees on a fixed fee basis. The form of the design and construction contracts will be AIA B101/A101 documents with standard City of Mobile modifications.

IX. Disclosures

The City shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the Consultant nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of the Consultant, or in the sums earned or derived by Consultant, nor shall the Consultant at any time or times use the name or credit of City in

purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant are performed; but on the contrary, Consultant shall be wholly responsible therefore.

Consultant shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the City's execution of a contract with Consultant. Therefore, Consultant shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

X. Reservation of Rights

The City reserves the right to:

- Amend, modify, or withdraw this RFQ
- Revise any requirements under this RFQ
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals.
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFQ
- Extend the deadline for submissions of responses
- Negotiate or hold discussions with any Consultant to supplement responses

Additionally:
The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFQ. Responses are prepared at the sole cost and expense of the Consultant.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFQ, unless confirmed in writing by the City.

All information submitted in response to this RFQ shall become the property of the City, and as such, may be subject to public review as public records.

Consultants acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the Consultant as a result of, or arising out of, responding to this RFQ.

The City shall release all public information concerning this RFQ and selection process, including selection announcements and contract awards. Anyone desiring to release information to the public shall receive prior written approval from an authorized agent of the City.

The City shall take all necessary and affirmative steps to assure that minority firms and women owned business enterprises compete.

Consultants shall not collude in any manner or engage in any practices with any other Consultant which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Consultant's submittal.

This proposal uses the gender-neutral words "it" and "its" in place of "he" and "she" and "his" and "her, etc., merely for the sake of brevity or to include the possibility that a consulting firm might submit a proposal.

This Request for Qualifications is available in its entirety on the City of Mobile's website at https://www.cityofmobile.org/services/business/bids/

ATTACHMENTS

1. Exhibit 1 Qualification Point Scale
2. Exhibit 2 City of Mobile Insurance Requirements
3. Exhibit 3 City of Mobile Contracting and Major Supplier Plan

END

EXHIBIT 1
Qualification Point Scale

1. A cover letter and Statement of Project Approach. **(10 pts.)**

2. Statement of Registration of the Firm and the right to conduct business in the State of Alabama. **(2 pts.)**

3. Statement of previous design experience of the lead team with animal services facilities, including the three project references with address and phone numbers. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor. **(18 pts.)**

4. Statement of previous design experience of the Specialty Consultant, including a list of Include a list of three (3) prior animal service facility projects with similar scope, including the three project references with address and phone numbers. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor. **(15 pts.)**

5. Names, roles, and qualifications of the entire Project Team. Include descriptions of individual consulting firms and their key personnel along with a brief description of the responsibilities, accomplishments relevant to this project. Include dates of service of key personnel. **(10 pts.)**

6. Include a list of three (3) prior projects with similar scope, including the three project references with address and phone numbers. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor. **(10 pts.)**

7. Statement of previous design experience with City of Mobile facilities. **(5 pts.)**

8. Statement of availability and adequacy, in both number and quality of staff, to perform all functions required for the proposed services; include dates of availability. **(10 pts.)**

9. Firm has an established local business office. **(10 pts.)**

10. Information on your firm and your consultants concerning disadvantaged and minority business participation including specific firms included in design team. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council. Fill out and attach *Exhibit 3 City of Mobile Contracting and Major Supplier Plan* **(10 pts.)**

Total (100pts. Max)

EXHIBIT 2

City of Mobile Insurance Requirements

On or before the inception of an Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable (contractors will be performing Work within 6' of a water of the state), U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

Automobile Liability:

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

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $3,000,000 per line of coverage.

Certificates of Insurance

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile

and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

Insurance Requirements for Sub-subcontractors
Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

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

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

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

Professional Errors and Omissions:
If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2)

years after Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. *OPTION*- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Casi Calloway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute a contract with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. in the amount not to exceed $100,000.00, for a Mobile County-Wide Recycling Feasibility Study supported through a grant from the Alabama Department of Environmental Management (ADEM).

Amount of Contract:

$100,000.00

Funding Source

Project # G-ARF.PROFTECHNC **Discretionary Funds**

Project String 50325032.42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/17/2022
Contract	Exhibit	11/17/2022
Proof of Insurance	Backup Material	11/17/2022
Approved Resolution for Grant Application	Backup Material	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/17/2022 - 3:27 PM
		11/17/2022 -

Legal	Kern, Chris	Approved	3:29 PM
Legal	Kern, Chris	Approved	11/17/2022 - 3:30 PM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 3:34 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a professional services contract, by and between the City of Mobile and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (D.B.A. SCS Engineers), as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk



MOBILE COUNTY-WIDE RECYCLING FEASIBILITY STUDY

CONSULTANT: SCS ENGINEERS

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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 **Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (D.B.A SCS Engineers)** (hereinafter called the "CONSULTANT").

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:

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.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services to develop the Recycling Feasibility Study. The firm so assigned to this project is **SCS Engineers.**

MOBILE COUNTY-WIDE RECYCLING COMMITTEE or "COMMITTEE" – The Committee undertaking the effort to expand recycling for residents and businesses across Mobile. The Committee is comprised of the Cities of Bayou La Batre, Chickasaw, Creola, Dauphin Island, Mobile, Saraland, Satsuma, and Semmes, and Mobile County.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Mobile County-Wide Recycling Feasibility Study, City of Mobile. The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT DELIVERY TEAM (PDT) – A combination of Committee Members and CONSTULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services, as outlined in the Scope of Work, in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT 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 CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a Recycling Feasibility Study that will enable the members of the Mobile County-Wide Recycling Committee to make informed decisions regarding the future of recycling across Mobile's municipalities by identifying benefits, challenges, and associated costs of both short- and long-term options for managing recyclables efficiently and effectively.

The CONSULTANT will regularly meet with PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, and project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder. Monthly estimates will not be processed without a corresponding monthly report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into four project Tasks:

1. Project Management and Public Engagement Activities
2. Assessment of Current Conditions
3. Feasibility Analysis
4. Presentation of Findings

The Implementation of a regional recycling program has the potential to change how recyclable materials can be segregated from the waste stream and beneficially used in the Mobile region. This change will impact the lives of many Mobile-area residents by providing recycling opportunities that have been limited in the past.

Task 1 – Project Management and Public Engagement Activities
The CONSULTANT and COMMITTEE will confirm the scope of services, expectations for communications, and the COMMITTEE Member's role as the first major effort. The CONSULTANT and COMMITTEE will also lay the groundwork for and begin the public outreach and engagement process.

1) Establish ground rules and define management activities:
    a. Upon contract award, the CONSULTANT, in coordination with the Project Manager, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
    b. The CONSULTANT and the Committee will determine who will serve as the Project Delivery Team (PDT) and those members will review and confirm expectations and requirements for completion of this study.
    c. Based upon the initial planning meeting, CONSULTANT will prepare a Project Management Plan (PMP) that will serve as the roadmap for this project. The PMP will be updated periodically by the CONSULTANT to reflect work completed and project issues, such as technical, financial, and other considerations as applicable. The PMP will include a project delivery schedule (i.e., Gantt chart) that includes, at a minimum, meeting and deliverable due dates and other key milestones needed to prepare for the final presentation to the Partnership.

2) Public Outreach and Engagement
    a. CONSULTANT will work with the PDT to establish the parameters of the public engagement process including location, timing, content for presentation, and specific target audiences.
    b. CONSULTANT will lead public outreach process.
    c. PROJECT MANAGER will be responsible for securing meeting location(s).

Task 1 Deliverables:
1. Project Initiation Meeting Agenda
2. Project Initiation Meeting Minutes
3. Project Management Plan
4. Monthly Invoices with Progress Reports
5. Status Meeting Agendas and Follow Up Action Items

6. Preliminary and Final Public Outreach Meeting Presentation(s)
7. Meeting minutes and summary of comments from meeting
8. Data for reporting required per Section IV of grant award agreement
9. Description of education or public outreach components and an explanation of how the component will directly promote the use of existing or planned local recycling projects

Task 2 – Assessment of Current Conditions

The primary objective of this task is to establish baseline solid waste operations and material management quantities for the region. The effort includes data collection from COMMITTEE municipalities, waste generation estimates, recycling needs analysis, legislative trends, existing regional facilities, and benchmark case studies.

1) Existing Data Collection
    a. COMMITTEE will provide essential data from municipalities to CONSULTANT.
    b. CONSULTANT will use the data to identify gaps in the solid waste system and barriers to expanding and optimizing the region's recycling program.

2) Waste Generation Estimates
    a. CONSULTANT will review data from private and public entities to estimate the quantity of waste generated in the region.
    b. CONSULTANT will leverage existing waste characterization studies from similar communities to best approximate the composition of the region's waste stream by material type (e.g., paper, plastic, metal, glass, yard trash, etc.), sector (e.g., residential single-family, residential multi-family, and commercial) and management method (e.g., recycled, composted, landfilled, etc.).
    c. CONSULTANT will use the data to calculate a baseline diversion rate for the Mobile region and quantify the types of materials that are currently disposed and could potentially be diverted with a fully implemented recycling program by each generating sector.

3) Recycling Needs Analysis
    a. CONSULTANT will project Mobile Community's waste streams for the next twenty (20) years using information including current waste generation rates, population growth, economic development initiatives, land use planning, and any other pertinent factors such as future population locations.
    b. CONSULTANT will use the projections to estimate each individual waste type to aid in understanding if waste diversion opportunities exist for a specific waste type and define key recycling planning issues for the region. Analysis will be characterized in the following categories:
        i. Supply – Recycling supply and existing collection methods
        ii. Market and Development Outlook – Potential "hot spots" for recycling efficiency
        iii. Programs – Existing and planned for collecting and marketing recycled materials
        iv. Economic Impact – Expected economic effects of enhanced recycling efficiency activity, including cost-effectiveness and green job opportunities

v. Organizational – Administrative and political concerns going forward

3) Review of Recycling Legislative Trends and Regional Programs
    a. CONSULTANT will review local and state regulatory and legislative activities to identify factors that may affect the future recyclable materials stream.
    b. CONSULTANT will use the data to identify best practices that may be applicable and beneficial to the Mobile region; identify additional funding opportunities at the local, state, and national level for increasing recycling participation and beneficial reuse; and define leveraging opportunities.

4) Regional Processing Facilities
    a. CONSULTANT will research and provide a GIS-based graphical presentation (i.e. map) containing critical details of regional recycling processing facilities (e.g. within 180 miles of the Mobile County/Municipality center) that may be available to accept recyclable materials from the partner municipalities for processing and beneficial use.

5) Benchmarking
    a. CONSULTANT will prepare up to two (2) recycling program case studies using comparable cities to the partner municipalities to benchmark comparable project attributes and identify lessons learned

Task 2 Deliverables:

1. Data Request
2. Preliminary and Final Community Solid Waste and Recycling Program Matrix
3. Preliminary and Final Waste Generation and Material Diversion Estimates for the Mobile Region
4. Preliminary and Final Recycling Needs Analysis Summary Memorandum
5. Preliminary and Final Recycling Legislative Trends and Regional Programs Memorandum
6. Preliminary and Final Map with Supporting Data of all Regional Recyclable Materials Processing Facilities.
7. Preliminary and Final Benchmark Case Studies

Task 3 – Feasibility Analysis

CONSULTANT will assess the technical and financial feasibility of options to increase the recycling of materials generated in the Mobile County area over the short term (i.e., 1-3 years) and longer term (4+ years).

1) At a minimum, CONSULTANT will evaluate the following options:
    a. Status quo
    b. Direct hauling recyclable materials from a drop-off site(s) to ECUA
    c. Direct hauling to the next closest facility MRF
    d. Develop a transfer station in Mobile to haul to ECUA
    e. Develop a transfer station in Mobile to haul to the next closest facility MRF
    f. In-house curbside collection
    g. Outsourcing curbside collection

h. Expanding drop-off opportunities where curbside is not feasible
i. Establishing a MRF within Mobile County

2) CONSULTANT will identify potential options for regional cooperation that may enable the COMMITTEE municipalities to achieve "economies of scale" that would improve the feasibility of a scenario or scenarios.
3) CONSULTANT will identify and describe the barriers and constraints to a regional program and describe how they can be overcome. Review will include the following at a minimum:
    a. Resources that each partner municipality offers towards a regional solution;
    b. Specific goals that each city has with respect to recycling (e.g. revenue, materials);
    c. Constraints to regional cooperation;
    d. Benefits and challenges of existing recycling programs, and what could be changed; and
    e. Potential approaches to resolving constraints to regional cooperation.

Task 3 Deliverable
1. Preliminary and Final Recycling Feasibility Summary Memorandum

Task 4 - Presentation of Findings

CONSULTANT will summarize the data, analysis, and findings into a draft and then final presentation to the COMMITTEE.

1) CONSULTANT will draft a report for review by COMMITTEE members before creating a final report. Review will include an in-person stakeholder engagement meeting with the COMMITTEE to present the findings and recommendations and to solicit feedback to incorporate into the final deliverables. The following topics will be included:
    a. Cost for equipment and materials and cost-sharing opportunities;
    b. Human resource needs;
    c. Location and logistics;
    d. Estimates on return of investment; and
    e. Projected material diversion from landfills.

2) Following receipt and adjudication of comments and feedback, CONSULTANT will prepare a final summary letter report for COMMITTEE use.
3) CONSULTANT will prepare a summary presentation that includes frequently asked questions.
4) CONSULTANT will prepare one draft PowerPoint presentation for review by COMMITTEE. The COMMITTEE will provide one set of consolidated comments on the presentation, and CONSULTANT will revise the presentation to address the comments as appropriate.

Task 4 Deliverables:
1. Preliminary and Final Recycling Feasibility Study Summary Letter Report
2. Preliminary and Final Frequently Asked Questions

3. Preliminary and Final Findings and Recommendations Presentation
4. Up to two (2) 1-hour project coordination teleconferences

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT 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 PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT. Expected completion date is June 30, 2023.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT 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 CONSULTANT, 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 CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT 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 CONSULTANT shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is estimated to be June 30, 2023, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT 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 CONSULTANT for professional 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 CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g. room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

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 CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

    a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks, which such completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $100,000.00 (One Hundred Thousand Dollars).

b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT 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 CONSULTANT associated with the above-mentioned PROJECT shall not exceed $100,000.00 (One Hundred Thousand Dollars)

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

Final payment for Task 4 listed in Section III will not be made until CONTRACTOR meets the Closeout Requirements defined in Exhibit C.

C. Contractor's proposal expressed Contractor's commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Contractor is expected to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with

named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

B. INSURANCE: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

CONSULTANT except for Professional Liability Insurance and Workers' Compensation shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per occurrence.

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 Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence of 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: $1,000,000 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 included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as 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 the City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph B1, and B2, 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. IMMIGRATION COMPLIANCE (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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the Alabama Department of Environmental Management's Alabama Recycling Fund Grant.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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

CONSULTANT shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (D.B.A SCS Engineers)

By: Timothy P. Smith

Its: Office Manager / Project Director

Address: 1 Saint Louis St.
Suite 1001
Mobile, AL 36602

Telephone: 251-459-5049

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Timothy Smith, whose name as Project Director / Office Manager of SCS Engineers is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such Project Director and with full authority, executed the same voluntarily for and as the act of said City of Mobile on the day the same bears date.

Given under my hand this 17 day of November 2022.

Angela A. Davidson
Notary Public

NOTARY PUBLIC

EXHIBITS

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

Special Award Conditions……. Exhibit G

EXHIBIT A: PROJECT LOCATION

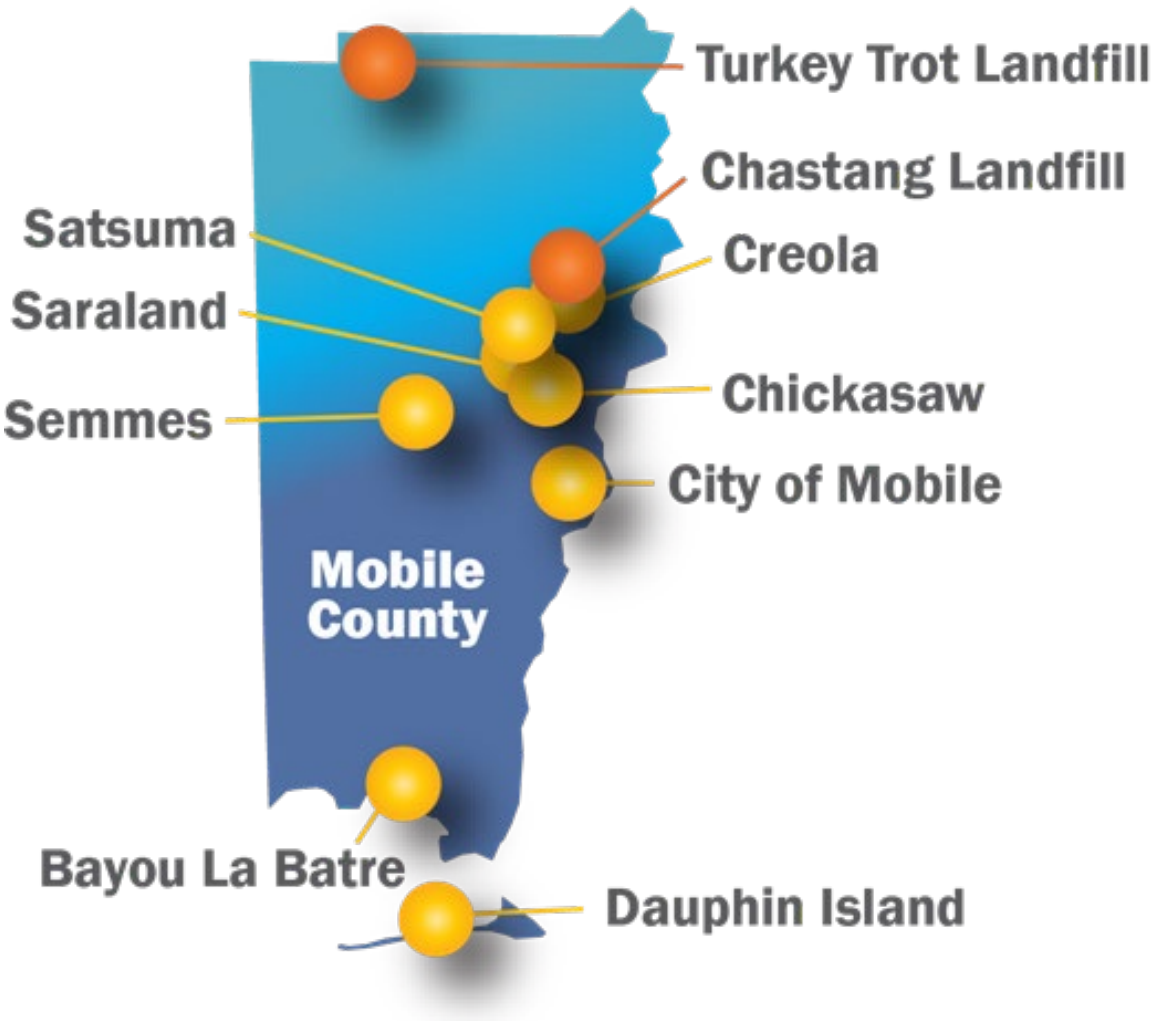


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile County-Wide Recycling Feasibility Study

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

Task 1: Project Management and Public Engagement Activities	$32,500.00
Task 2: Assessment of Current Conditions	$28,000.00
Task 3: Feasibility Analysis	$23,500.00
Task 4: Presentation of Findings	$16,000.00
CONTRACT Not to Exceed	**$100,000.00**

FUNDING SOURCE: Alabama Department of Environmental Management's Alabama Recycling Fund Grant.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
    - Hard Copy
    - Word
    - PDF
    - Excel
- Hard Copy of Contract Documents:
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Documentation as required by Section IV of the ADEM grant agreement

Final payout for Task 4 will not be made until Contract meets Closeout requirements of Exhibit C.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

Project Director of SCS Engineers.

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 Project Director for SCS Engineers 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 SCS Engineers is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

Project Director of SCS Engineers

Sworn to and subscribed before me this the _____ day of _____, 21 .

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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

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)

EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

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 CFR part 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.

EXHIBIT F: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

EXHIHBIT G – ADEM ALABAMA RECYCLING GRANT AGREEMENT

Grant # ARF23-01-215

Grantee Initials _____

Alabama Recycling Fund Grant Agreement

Grantee:	City of Mobile
Contact Person:	Tracy Baxter
Address:	205 Government Street Mobile, AL 36644
Email:	tracy.baxter@cityofmobile.org
Telephone:	(251) 208-7970
Responsible Person:	William Stimpson
Address:	205 Government St Mobile, AL 36603
Email:	mayorstimpson@cityofmobile.org
Telephone:	(251) 208-7395

Grant reimbursements should be made payable to:
City of Mobile

Grant reimbursements mailed to this address:
205 Government St
Mobile, AL 36644

Grant Period:	October 1, 2022 - September 30, 2023
Amount Awarded:	$340,000.00

Semiannual Report Due Dates:
1st Semiannual Report Due: April 15, 2023
Final Semiannual Report Due: October 15, 2023

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations.

A maximum of $340,000.00 inclusive of all costs will be granted for this project to the City of Mobile (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as

Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

GENERAL REQUIREMENTS
The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

I. GENERAL PROJECT SUMMARY
The City of Mobile is requesting ARF Grant Funds in order to conduct a Feasibility study that will focus on cost of curbside, economies of scale for working collectively, and MRF construction. These funds will also be used for education and to construct a new drop off location. This will begin a multi-year plan to establish a new hub within the coastal counties of Alabama.

A. MILESTONES/TIMELINE OF ACTIVITIES
The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

B. REGIONAL PARTNERSHIPS
If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

II. BUDGET AND EXPENDITURES
The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

Itemized Budget

Feasibility Study	$100,000.00
Education	$50,000.00
Drop-off Location	$190,000.00
Total	**$340,000.00**

Categorized Budget

Infrastructure (equipment, buildings, land, etc.)	$190,000.00
Personnel (salaries, benefits, etc.)	$0.00

Education (materials, radio/TV, hand-outs, etc.)	$50,000.00
Professional Services (consultants, engineering, planning)	$100,000.00
Total Budget	**$340,000.00**

A. ALLOWABLE COSTS

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with the Alabama Recycling Fund Grants Program as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

B. REVENUE DISBURSEMENT

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

_____

_____

C. REIMBURSEMENT

To receive reimbursement, records to include receipts, proof of payment (cancelled checks and/or credit card statements), and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be submitted with the semiannual report received by October 15. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

D. SWMP CONSISTENCY

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

III. AMENDMENTS

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

IV. REPORTING REQUIREMENTS

The grantee shall provide the Department semiannual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

V. EVALUATION METHOD

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

VI. RETENTION OF DOCUMENTS

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

VII. FAILURE TO COMPLY

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

VIII. PROMOTIONAL, EDUCATIONAL AND OTHER MATERIALS

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department

shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the Department logo and the following statement, ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."*** Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

IX. COMPLIANCE WITH RELEVANT LAWS

The Recipient agrees to comply with all relevant federal, state, and local laws, ordinances or other requirements in the design, construction and operation of the facility, to specifically include environmental regulations. The Recipient shall comply with Affidavit and E-Verify requirements for *Ala. Code* §§ 31-13-9(a) and (b). Continued, substantial non-compliance may be considered as a failure to comply and result in termination of this agreement for cause. The Recipient is also subject to all provisions of the ADEM Administrative Code, the Solid Waste and Materials Management Act (SWRMMA), and other applicable requirements.

Grant # ARF23-01-215

Grantee Initials

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

This Agreement is entered into between the City of Mobile (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Mobile County, Mobile, AL.

The parties hereto agree as follows:

1. Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Grantee an amount not to exceed $340,000.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B. Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by October 15, 2023 .

C. Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than $1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value greater than $3,000.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no

circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision 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 Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, electronic files, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report. If OMB Uniform Guidance is applicable the Contractor agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this

Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

21. Immigration Status.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

23. No Funds for Lobbying Cause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL," Disclosure Form to Report Lobbying," in accordance with its instructions.

City of Mobile

By: _____
William Stimpson
Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 15th day of September, 2022.

Grant # ARF23-01-215

Grantee Initials _____

ATTACHMENT A

SCOPE OF SERVICES

Upon the effective date of Agreement signature, the City of Mobile (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.

2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.

3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout.

4. The Grantee will submit the first semiannual report to the Department on April 15th. A comprehensive final semiannual report to include an Executive Summary (generalized project summary) will be submitted by the Grantee to the Department by October 15th. All project outputs and deliverables must be completed by the project end date, September 30th. These semi-annual reports will, at a minimum, include:

    - The status/outcome of each project objective and milestone per project application agreement
    - Expenditures of any ARF funds and local funds (documentation for local funds is not required). Required documents needed for ARF grant reimbursements shall include invoices, receipts, proof of payment (cancelled checks and/or credit card statements), and any additional documentation the Department deems necessary.
    - Quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state
    - Price(s) received for marketed recyclables by material type
    - Destination of marketed materials,
    - Documented increase in collections and participation (tonnage prior to implementation vs. tonnage at project completion)
    - If asking for education and outreach funding, include a description of any education or public outreach components and an explanation of how the educational component will directly promote the use of existing or planned local recycling projects.

- Location/addresses of public recycling bins/containers (lat/long if available)

5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.

6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."***

7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.

8. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media for potential publication or dissemination in any manner as the Department may determine.

9. The Grantee agrees to submit a public outreach opportunity/event that will engage and educate citizens on recycling efforts in their locality for collaboration with the Department. The Department will retain the option to attend the proposed event. This proposal must be submitted through the AEPACS Portal no later than December 31, 2022. If further time is needed an extension may be requested no later than December 31, 2022, and must include details as to why the request is needed.

10. New recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department. Existing recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department.

11. The Grantee has the option to receive a $1,000.00 grant for development of a sustainable and efficient scrap tire recycling plan. The plan should include plans for a secure public drop-off location and subsequent scrap tire management for individuals to drop-off 8 or less tires at a time. This service is for individuals only and not for tire retail businesses or other scrap tire transporters, receivers or processors. The Department will grant up to $1,000.00, from the Scrap Tire Marketing Program, for

implemented plans that are determined by the Department to be efficient and sustainable. At a minimum, the plan should contain the following:

- A description of the tire handling, storage and/or processing that will be conducted at the facility, together with a description of the subsequent disposition of scrap tires and scrap tire materials, and other information necessary to explain the recycling program;
- Facility design plans including drawings of all buildings, equipment, receiving and storage areas;
- Operational Plan, to include a narrative of operational procedures including methods of receiving, storing, processing and shipping tires;
- Vector Control Plan;
- Emergency Response Plan; and
- Location maps.

12. The Grantee must have an established account on the Alabama Environmental Permitting and Compliance System (AEPACS).

13. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.

14. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.

15. Property (equipment greater than $5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.,) for at least five years.

Grant # ARF23-01-215

Grantee Initials _____

ATTACHMENT B

PROJECT BUDGET

Feasibility Study	$100,000.00
Education	$50,000.00
Drop-off Location	$190,000.00
Total	**$340,000.00**

31-100 **2022**

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Environmental Management (ADEM) grant assistance in the amount of $350,000.00 for the Alabama Recycling Fund (ARF) Grant. There is no match requirement.

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

Adopted: FEB 01 2022

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Reynolds and Mayor Stimpson

Purpose and Scope of Project:

To provide the design and observation construction of improvements at Mims/Laun/Stotts Parks

Amount of Contract:

$279,204.00 combined ($114,602.00 + $143,345.00 + $21,257.00)

Funding Source

Project # Consultant Agreement for Improvements at Mims/Laun/Stotts Parks PR-039-22/ PR-079-22/PR-080-22

Discretionary Funds

Project String C0037 - $114,602.00 + C0746 - $143,345.00 + C0152 - $21,257.00 (20002000-42200)

Contract Number:4133, 4134, 4135

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-039-22/PR-079-22/PR-080-22 Consultant Agreement for Improvements at Mims/Laun/Stotts Parks	Cover Memo	11/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/22/2022 - 5:23 PM
Capital	Hollins, Tiffany	Approved	11/23/2022 -

			10:00 AM
Legal	Kern, Chris	Approved	11/23/2022 - 10:36 AM
Mayors Office	Montgomery, Brandi	Approved	11/23/2022 - 10:38 AM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember Ben Reynolds

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:	CHRISTIAN PREUS LANDSCAPE ARCHITECTURE
Project Name:	CONSULTANT AGREEMENT FOR IMPROVEMENTS AT 3 CITY OF MOBILE ALABAMA PARKS
Project Number:	PR-039-22 MIMS PARK (D4) PR-079-22 LAUN PARK (D4) PR-080-22 STOTTS PARK (D4)
Amount:	$114,602.00 MIMS PARK PROJECT (C0037) $143,345.00 LAUN PARK PROJECT (C0746) $ 21,257.00 STOTTS PARK PROJECT (C0152) $279,204.00 TOTAL CONTRACT VALUE

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0037 – CIP PARKS-MIMS-RENOVATIONS & RPRS

CAPITAL PROJECT #: C0037 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-039-22

CONTRACT AMOUNT: $114,602.00

PROJECT DESCRIPTION: FOR THE DESIGN AND OBSERVATION CONSTRUCTION OF IMPROVEMENTS AT MIMS PARK (5400 GRISHILDE DRIVE).

VENDOR NAME: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC

VENDOR NUMBER: 295003

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Interim Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ NO X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 11/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0746 – CIP PARK-LAUN PK-REC CTR & SPLASHPAD

CAPITAL PROJECT #: C0746 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-079-22

CONTRACT AMOUNT: $143,345.00

PROJECT DESCRIPTION: FOR THE DESIGN AND OBSERVATION CONSTRUCTION OF IMPROVEMENTS AT LAUN PARK (5401 WINDMILL DRIVE).

VENDOR NAME: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC

VENDOR NUMBER: 295003

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Interim Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ **NO X** ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 11/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0152 – CIP PARKS-STOTTS REOV & REPAIRS

CAPITAL PROJECT #: C0152 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-080-22

CONTRACT AMOUNT: $21,257.00

PROJECT DESCRIPTION: FOR THE DESIGN AND OBSERVATION CONSTRUCTION OF IMPROVEMENTS AT STOTTS PARK (2150 DEMETROPOLIS ROAD).

VENDOR NAME: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC

VENDOR NUMBER: 295003

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Interim Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ NO X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 11/15/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532
City of Mobile Business License No.: 107623
Secretary of State Registration No.: 000-313-494

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

Mims Park – New Restroom/Concession, Field and Site Improvements
5400 Grishilde Drive
Mobile, Alabama 36633
PR-039-22
For the design and observation construction of a new restroom and concession facility, improvements to three athletic fields and site improvements.
And
Laun Park – New Recreation Facility and Splashpad
5401 Windmill Drive
Mobile, Alabama 36693
PR-079-22
For the design and observation construction of a new recreation facility and conversion of a wading pool to a splashpad.
And
Stotts Park – Recreation Facility, Pickleball Courts, and Athletic Field Improvements
2150 Demetropolis Road
Mobile, Alabama 36693
PR-080-22
For the design and observation construction of improvements to the recreation facility, pickleball courts and athletic field.

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

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

The Owner and Architect agree as follows.

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(1868723802)
User Notes:

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: New Restroom/Concession, Field and Site Improvements, Laun Park – New Recreation Facility and Splashpad, and Stotts Park – Recreation Facility, Pickleball Courts, and Athletic Field Improvements and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated September 20, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For new construction and renovation designs to Mims Park, Laun Park, and Stotts Park, as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Mims Park is One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000.00). The estimated cost of construction at Laun Park is One Million Two Hundred Thousand and 00/100

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Dollars ($1,200,000.00). The estimated cost of construction at Stotts Park is Two Hundred Thousand and 00/100 Dollars ($200,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred forty (240) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:

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(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying
4318 Downtowner Loop North
Building #H
Mobile, Alabama 36609

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Christian Preus, Landscape Architect
Christian Preus Landscape Architecture
307 De La Mare Avenue
Fairhope, Alabama 36532
christian@christianpreus.com
(228) 547-8586

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect and Civil:

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile, Alabama 36602
Catarina Echols
(251) 343-4366

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Boulevard
Mobile, Alabama 36609
Andy Maurin
(251) 316-0015

.3 Surveyor:

Engineering Design Technologies, Inc.
215 19th Street North
Suite 201
Birmingham, Alabama 35203
Mitchell Anderson
(205) 725-6228

.4 Mechanical:

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User Notes: (1497641062)

Smith Mechanical Consulting and Design
813 Downtowner Boulevard
Suite B
Mobile, Alabama 36609
Roger Smith
(251) 461-6397

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

Init. /

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.2 **Comprehensive General Liability Insurance:**

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. **Automobile Liability Insurance:**

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. **Excess/Umbrella Liability Insurance**

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide

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User Notes: (1497641062)

certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally

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familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

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.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

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adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the

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compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require

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CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For Mims Park:	
A. Basic Services Stipulated Sum:	$ 95,675.00
B. Permitting - NDPES Application Fees and Land Disturbance:	$ 3,750.00
C. Permitting - NDPES Monitoring Reimbursable Expenses:	$ 14,877.00
D. Printing Reimbursable Expenses:	$ 300.00
For Laun Park:	
A. Basic Services Stipulated Sum:	$137,545.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 1,750.00
C. Survey Reimbursable Expenses:	$ 3,750.00
D. Printing Reimbursable Expenses:	$ 300.00
For Stotts Park:	
A. Basic Services Stipulated Sum:	$ 15,457.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 1,750.00
C. Survey Reimbursable Expenses:	$ 3,750.00
D. Printing Reimbursable Expenses:	$ 300.00
A. Total Contract Amount: (not to exceed)	$279,204.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

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To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15%)
Design Development Phase	twenty-five	percent (	25%)
Construction Documents Phase	forty	percent (	40%)
Procurement Phase and Construction Phase	twenty	percent (	20%)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1

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§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Insurance Requirements, Exhibit 1
   c. Architect's E-Verify Documentation
   d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

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.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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User Notes: (1497641062)

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

City of Mobile	Legal Name of Party to Contract-Consultant Christian Preus Landscape Architecture, P.L.L.C.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	Christian Preus, President *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christian Preus as President of Christian Preus Landscape Architecture, P.L.L.C 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 President.

Sworn to and subscribed for me this 9th day of November, 2022.

NOTARY PUBLIC
My Commission Expires: March 01, 2026

REAGAN PITRE NOTARY My Comm. Expires March 09, 2026 PUBLIC ALABAMA STATE AT LARGE

Init. /

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User Notes: (1868723802)

CHRISTIANPREUS
Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

September 20, 2022

City of Mobile, Alabama (Client)
Attn: Ms. Shannon McIntyre (via email)

Regarding: Professional Services for Mims, Laun, & Stotts Park

Dear Shannon:
Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for design and planning of the improvements to Mims, Laun, Stotts Parks in Mobile, Alabama. Please find the project descriptions, and our scope/fee for the project described below.

PROJECT DESCRIPTION

Project 1: Mims Park, includes the Demolition of two existing park buildings and the construction of a new building that incorporates the functions of the two buildings. It also includes Site Civil and Landscape improvements to the areas surrounding the building, including access to parking and to the athletic fields that the building serves as the concession and restroom building. This project will also provide for the re-grading of and improvement of three existing ball fields.

Project 2: Laun Park, includes the demolition and replacement of the community center building. It also includes Site Civil and Landscape improvements to transform the Wading Pool/ Playground area into a splash pad and playground. Sidewalk and ramp improvements may be included in this project as well if budget allows.

Project 3: Stotts Park, includes the structural evaluation and repairs to the floor joist system for the building, improvements to the women's restroom and to the overall lighting of the assembly area. This proposal also includes providing a shaded sitting area(s) in the vicinity of the Pickle Ball courts, as well as improvements to the existing ballfield.

All these projects shall be designed and/or renovated according to the COM Park Standards, and included in one bid package to be more attractive to contractors going after slightly larger projects.

SCOPE OF SERVICES

I. SCHEMATIC DESIGN (15% FEE)

Once initiated, we will take the existing conditions survey of the project areas, and analyze the sites and buildings included in our scope of work. After we conduct our analysis, we will meet with you to discuss some preliminary concepts and ideas for the parks.

II. DESIGN DEVELOPMENT (25% FEE)

Taking feedback from our analysis takeaways and preliminary ideas, we will develop preliminary plans that identify building plans, hardscape, landscape materials, and vertical structures. Images of these materials will be presented to the design team and client for feedback prior to the development of construction documents. We will work with the design team to develop a preliminary budget, and recommended phasing plan based on available funding.

III. CONSTRUCTION DOCUMENTS (40% FEE)

Once the design development plans and preliminary budget are approved, we will finalize the package to be submitted for public bids. CPLA will compile all the plans and specifications and go through the process of publicly bidding all of the desired elements of the project.

IV. BIDDING & CONSTRUCTION PHASE (20% FEE)

CPLA will advertise the project for public bid, obtain bids, negotiate (if necessary) and make a recommendation to the City. During construction, we will have a monthly OAC meeting and check in on construction every other week. We will field all questions from the contractor during the construction phase. At the completion of the project, our team will conduct a walk through and develop a punch list for the contractor to complete prior to receiving final payment.

The deliverables INCLUDE:

- Demolition drawings.
- Construction Drawings.
- Review/comments for arch drawings to include structural components, typical notes and details.
- Design/analysis of new building.
- Preliminary – Order of Magnitude Estimate
- Verify size of ramp members (review Geotech for piles, check pile caps, check stringers, check deck boards).
- Specifications, including the COM standard specifications for Parks.
- AutoCAD exports from Revit.
- Construction administration.

The deliverables DO NOT INCLUDE

- Formal submittal of calculations.
- Revit model (Review, comments, notes, and typical details will be provided, but an independent structural model will not be developed. Structural components to be incorporated into architectural drawings).
- Analysis, design, or plans for modification to existing building. If required, additional costs will be incurred.
- Any food service consultant services, other than those required for a concession type of establishment.
- Geotechnical Reports
- Utility relocation packages due to any utility conflicts that may be discovered during the project.

- CPLA and its consultants not responsible to act as foreman, superintendent, and/or safety engineer or are we responsible for the safety of the contractor's personnel.
- Any additional displays, renderings, or plans other than those outlined above.
- Environmental Audits or Remediation consulting is excluded. The CPLA team shall not be responsible for costs due to working in environmental conditions such as buried contaminants, mold or asbestos contaminated areas, should they arise.

COMPENSATION FOR SERVICES:
Unless noted otherwise, the fees for each line-item task in the scope are listed below as lump sum figures based on the construction value of approximately $3.1M construction value.

Mims Park	$95,675.00
Reimbursables:	
• ADEM Tier 1 & Permit Application Fee:	$3,750.00
• NPDES Monitoring: $827.00/Month NTE:	$14,877.00
• Printing:	$ 300
TOTAL:	$114,602.00
Laun Park	$137,545.00
Reimbursables:	
• Land Disturbance Tier 2 Permit Fee:	$1,750.00
• Survey:	$3,750.00
• Printing:	$300
TOTAL:	$143,345.00
Stotts Park	$15,457.00
Reimbursables:	
• Land Disturbance Tier 2 Permit Fee:	$1,750.00
• Survey:	$3,750.00
• Printing:	$300.00
TOTAL:	$21,257.00

TERMS
Work on this project will commence promptly upon receipt of this signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC. Progress billings will be submitted regularly throughout the term of the project. If an invoice is not paid within (30) days, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

ADDITIONAL SERVICES

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. This may include, but is not limited to, revisions of approved drawings, more design concepts than described in the scope above, or an increase in budget from the range described in Compensation for Services. Additional Services will be performed at the appropriate hourly rate, with estimates of time requirements first presented to you for approval.

Shannon, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC



09-20-22

BY : Christian H. Preus, ASLA — Date

Client — Date

CHRISTIANPREUS
Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

cpladesignplanning.com

October 18, 2022

Ms. Shannon McIntyre, Project Manager
Shannon.mcintyre@cityofmobile.org
City of Mobile
Architectural-Engineering Department
205 Government Street
Mobile, AL

RE: Mims Park, Laun Park, and Stotts Park projects

Dear Shannon:

We have reviewed the City of Mobile's "Directory of DBE Vendors" and could not find any consultants for what we needed on the project in Mobile or Baldwin Counties. In our area, there are limited DBE consultants. We have reached out by email and telephone and there has been no response. We do not have any other resources, and this makes it impossible to meet the15% requirement.

CPLA has retained Mott Macdonald as their primary sub-consultant on this project. Mott Macdonald is an international firm with over 8,000 employees. Although Mott Macdonald is not a registered DBE, their firm has a diverse team representing many races and cultures.

Sincerely,

Christian Preus, Principal
Christian Preus Landscape Architecture

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC
Address	307 DE LA MARE AVENUE FAIRHOPE, AL 36532
Telephone	855-539-5086
E-Mail	CHRISTIAN@CHRISTIANPREUS.com

RFP/RFQ Solicitation Number	
Project Description	MIMS, STOTTS, + LAUH PARK IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 2 Female 1 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 3

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTIAN PREUS

Signature: _____ Date: 10-6-22

Title: PRINCIPAL

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: PATRICIA HUGHES Title: BUSINESS MANAGER

Email: PATRICIA@CHRISTIANPREUS.com Phone: 855-539-5086

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company CPLA 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
MOTT / MACDONALD	251-343-4366	ARCH + ENGINEERING	$110,728.13	40%		
DELL CONSULTING	251-316-0015	ELECTRICAL	$16,800.00	6%		
EDT, INC.	205-725-6223	SURVEY	$7,500.00	3%	✓	
ROGERS / MECHANICAL SMITH	251-461-6397	MECHANICAL	$8,000.00	3%		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: CPLA

Contact Person: CHRISTIAN PREUS Phone 228-547-8586 Email CHRISTIAN@CHRISTIANPREUS.com

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
N/A		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**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. _____

_____

_____

Alabama Secretary of State

Christian Preus Landscape Architecture, P.L.L.C.	
Entity ID Number	000 - 313 - 494
Entity Type	Foreign Limited Liability Company
Principal Address	1011 Desoto Street Ocean Springs, MS 39564
Principal Mailing Address	1011 Desoto Street Ocean Springs, MS 39564
Status	Exists
Place of Formation	Mississippi
Formation Date	07/11/2011
Qualify Date	07/15/2014
Registered Agent Name	Preus, Christian H
Registered Office Street Address	556 South Section Street Fairhope, AL 36533
Registered Office Mailing Address	556 South Section Street Fairhope, AL 36533
Nature of Business	
Doing Business in AL Since	07/28/2014

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2015 2016 2017 2018 2019 2021 2022

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	07/15/2014 Certificate of Formation 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 674165

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Christian Preus Landscape Architecture, PLLC
Company Facility Address	1011 Desoto Street Ocean Springs, MS 39564
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	453072946
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 674165

Approved by:

Employer Christian Preus Landscape Architecture, PLLC	
Name (Please Type or Print) Christian H Preus	Title
Signature Electronically Signed	Date 05/22/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2022

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
MetLife Auto and Home
Greg H English
PO Box 601
Ocean Springs MS 39564

CONTACT NAME: Greg H English
PHONE (A/C, No, Ext): 228-818-3272 FAX (A/C, No): 228-818-3206
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HISCOX	10200
INSURER B : Progressive Commercial	12879
INSURER C : CAPITOL SPECIALTY	11095
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Christian Preus Landscape Architect PLLC
1011 Desoto St
Ocean Springs MS 39564

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 OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		P100.591.542.2	09/29/2022	09/29/2023	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 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		X	078258585-0	07/02/2022	01/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	PROFESSIONAL LIABILITY	X	X	SGC0006107-06	04/09/2022	04/09/2023	$1,000,000	

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

City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All polices except workers compensation shall be Primary and Non contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability, Umbrella Liability and W/C and Employer's Liability. 30 day notice of cancellation nonrenewal or material change shall apply (except 10 days for non payment)
PR-039-22 Mims Park – Athletic Restroom/Concession and Field Improvements
PR-079-22 Laun Park – Recreation Center & Splashpad Improvements
PR-080-22 Stotts Park – Pickleball Court & Rec Center Restroom Floor Improvements

CERTIFICATE HOLDER
CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PO BOX 1827
MOBILE AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This Deed for Easement for the Three Mile Creek Greenway Trail, Segment 6N, is for acceptance between the City of Mobile and The Gordon Smith Center, Incorporation, an Alabama Municipal Corporation. The deed is needed to provide connectivity and access along the Three Mile Creek Greenway Trail corridor. The Easement also allows the city construction access and for proper maintenance in the future. This continues the current transportation alternative and environmental efforts of constructing and revitalizing the Three Mile Creek Greenway and Three Mile Creek Watershed.

Amount of Contract:

N/A

Funding Source

Project # N/A **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/21/2022 - 1:12 PM
Legal	Kern, Chris	Approved	11/23/2022 - 10:27 AM
Mayors			11/23/2022 -

Office	Montgomery, Brandi	Approved	10:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 9:31 AM

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 Mobile Pedal Tours, LLC for a Certificate of Public Convenience and Necessity to operate an electric motor assisted pedal vehicle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-1020 **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 15 2022

Lisa C. Lambert

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A PEDAL TOUR SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Mobile Pedal Tours, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on November 29, 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, John Seeds individually or on behalf of Mobile Pedal Tours, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Mobile Pedal Tours, LLC

Business Address: Po Box 118 Mobile, AL 36601

Telephone: 251-463-4883 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 2-12-74 SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: 251-463-4883 Driver's License # _____

Residing in Mobile County: Years: 48 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(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)

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: 755 Monroe St.

What will be your days and hours of operation? Mon - Fri 6:30 - 5:30

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Sadia	Year: 2022	Model: 22-0196-5
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:

Mobile Pedal Tours, LLC

By: John Seeds
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd **DAY OF** November, **20**22

Notary Public

VANESSA D WATSON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 12-21-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: John Serda

Nickname(s) or Maiden Name: _____

Current Address: 3720 Rabbit Creek Ct. Theodore, AL 36582

Previous Address: 10455 Kerrs Rd Theodore AL 36582

Personal Description:

Height: 6' 3"

Weight: 185

Hair Color: Brown

Eye Color: Hazel

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

11-1-22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: John Sarda

Date of Birth: 2-12-74 Security #

Present Address 3770 Rabbit Creek Ct. Theodore AL 36582

Home Phone Number: 251-463-4883 Work Phone Number: Sems

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Mobile Aborsites

Present Position/Title: VP of Sales

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

11-1-22
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	SERDA, JOHN CHRISTOPHER		
Address:		**Nick Name:**	
Phone:	251-463-4883		
Race:	WHITE	**DOB:**	2/12/1974
Sex:	M	**Age:**	48
Weight:	175	**Eyes:**	HAZEL
Height:	6'03"	**Facial:**	
Hair:	BROWN	**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: C. Knight
DATE: NOV. 01 2022

11/01/2022 12:25

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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

MOBILE
ALABAMA

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.

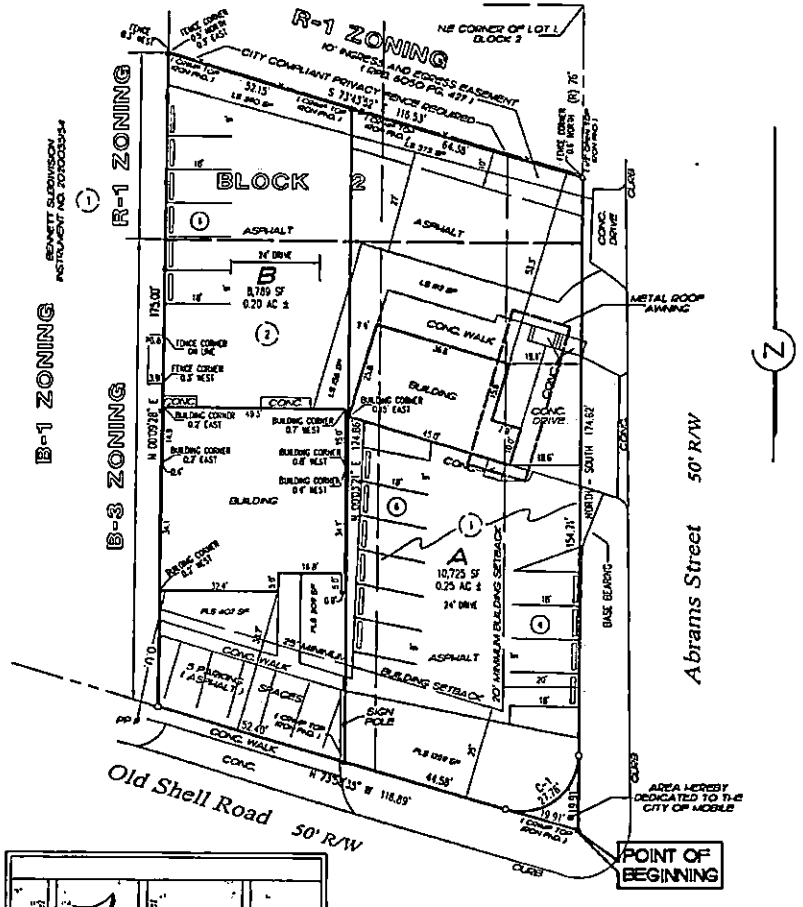
P & Z - December 2017

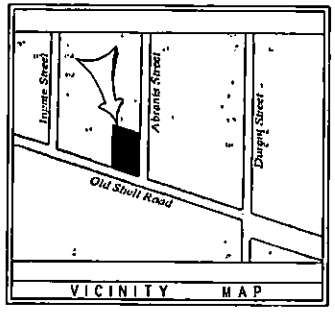
NARRATIVE FOR "BRINGER OF RAIN ESTATES" SUBDIVISION,
REZONING, AND PLANNED UNIT DEVELOPMENT APPLICATIONS

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	= 772 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" B.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.

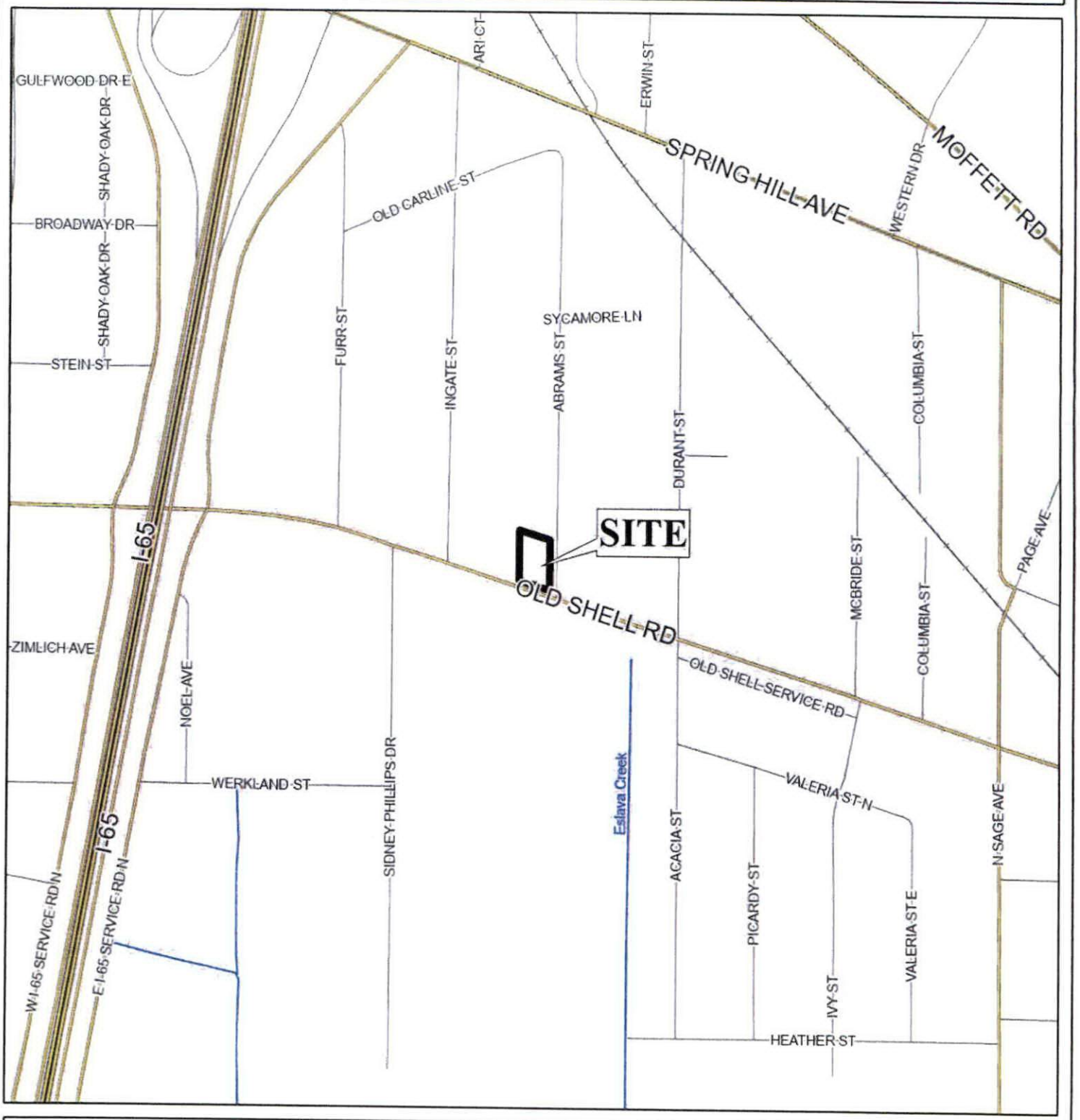
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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

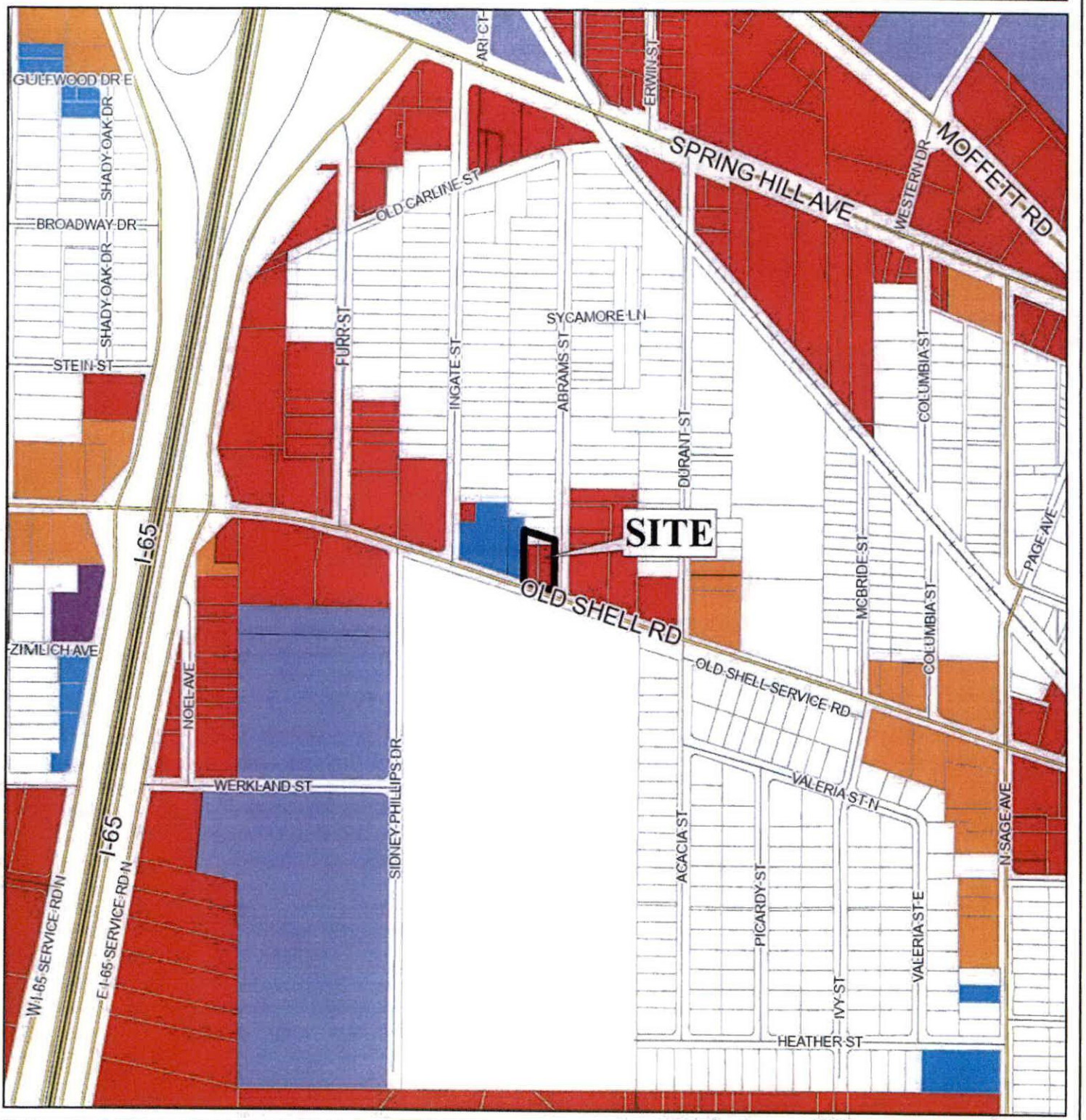
APPLICANT Bringer Of Rain Estates Subdivision

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

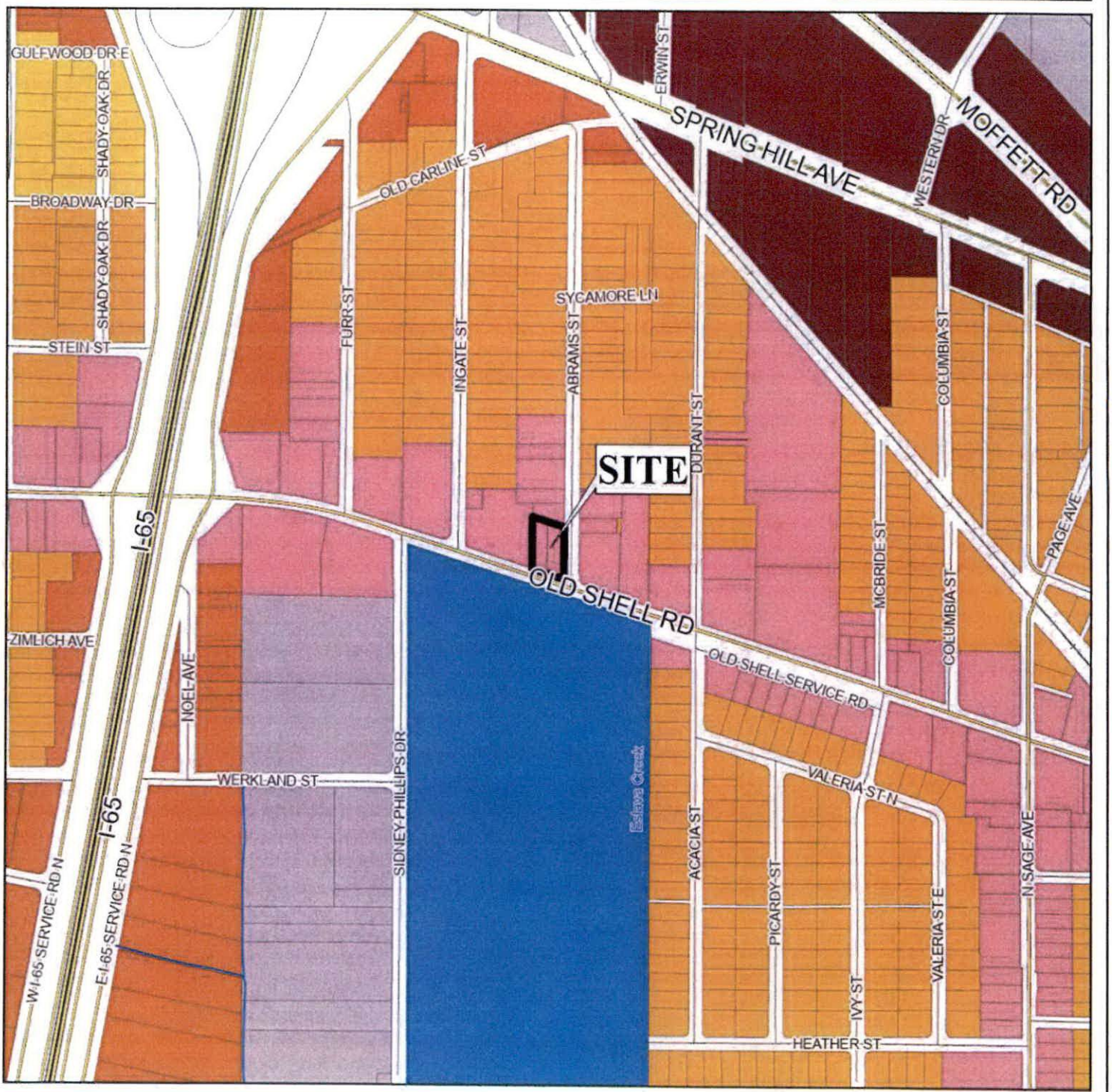
APPLICANT Bringer Of Rain Estates Subdivision

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

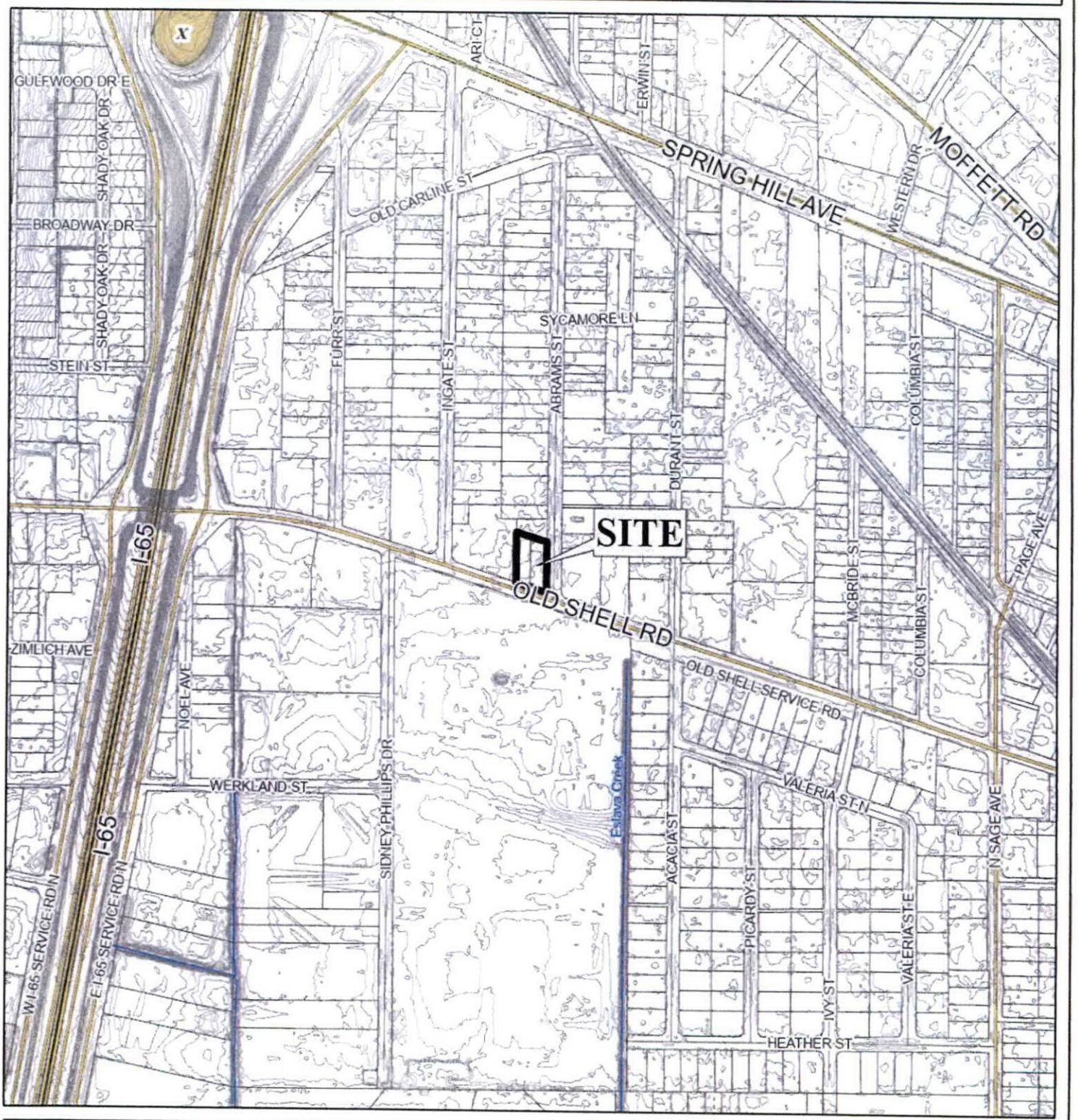
Layer2

- 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

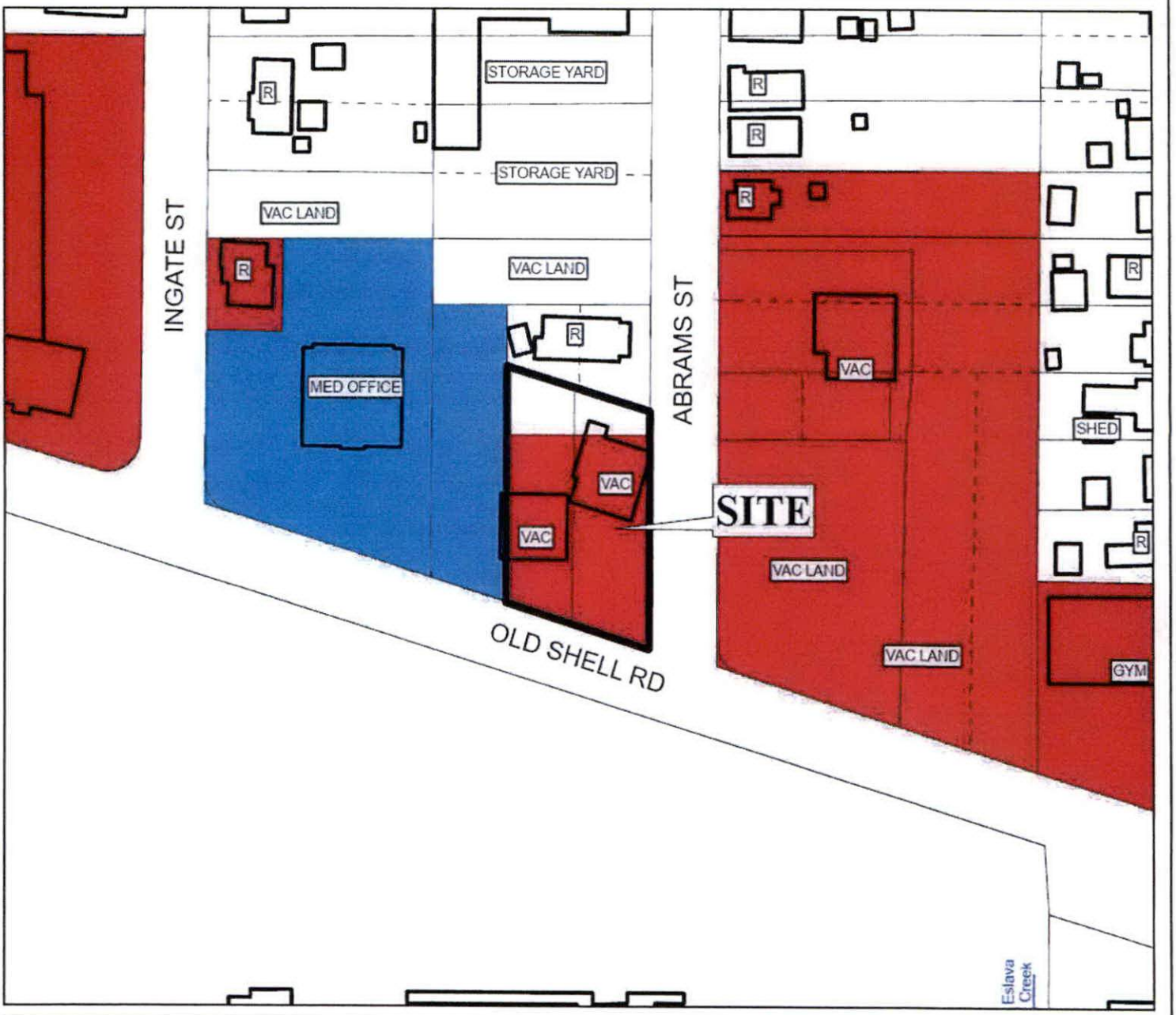
APPLICANT Bringer Of Rain Estates Subdivision

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

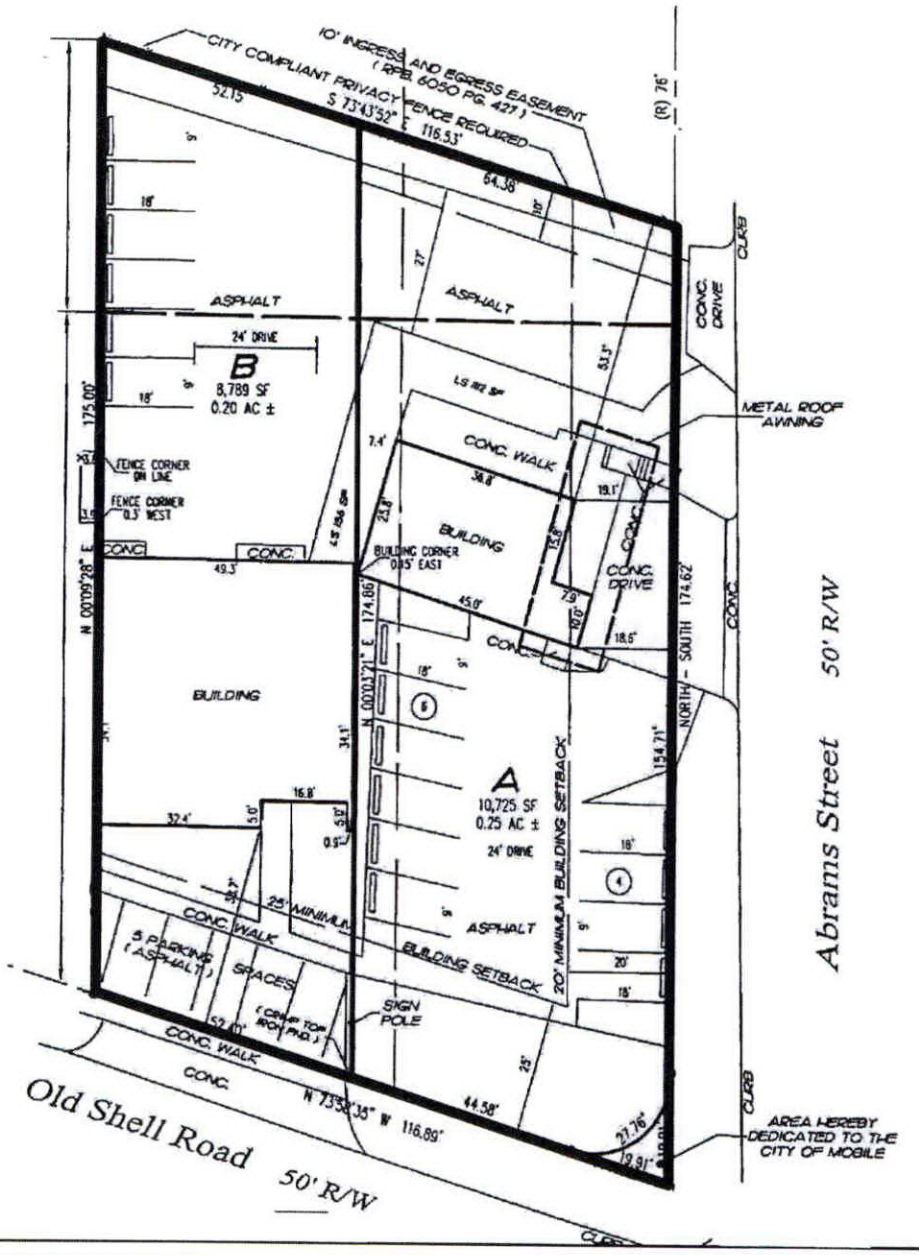
APPLICANT Bringer Of Rain Estates Subdivision

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 INK LOCK 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:12/6/2022

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	12/2/2022 - 9:48 AM

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:12/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR RENTAL FEES OF THE MULTI-PURPOSE ROOM FOR THE AFRICATOWN COMMUNITY DEVELOPMENT CORP., LUNCHEON TO BE HELD ON DECEMBER 8, 2022 AT ROBERT L. HOPE COMMUNITY CENTER

Amount of Contract:

$215.00

Funding Source

Project # DSC-02	**Discretionary Funds** DSC-02
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
Accounting Daniels, Bettye	Approved	11/22/2022 - 12:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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	11/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2022 - 3:25 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:	Special Retail (More than 30 days) License
Submitted by:	251 Government Property Owner, LLC
Location:	The Admiral Hotel 251 Government Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5543

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 11.17.2022

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:

160- SPECIAL RETAIL - MORE THAN 30 DAYS

(Type of License)

TO: *251 GOVERNMENT PROPERTY OWNER LLC*

Trade Name: THE ADMIRAL HOTEL

Location: 251 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
TRANSFER LICENSE

AGENDA DATE
12.05.2022

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 5543

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This business is located within the City's corporate limits.

Comments:
TRANSFER LICENSE

AGENDA DATE
12.05.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 12.05.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5543

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

251 GOVERNMENT PROPERTY OWNER LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **160- SPECIAL RETAIL - MORE THAN 30 DAYS**
(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: *251 GOVERNMENT PROPERTY OWNER LLC*

TRADE NAME: THE ADMIRAL HOTEL

LOCATED AT: 251 GOVERNMENT STREET MOBILE AL 36602

☐ 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: ADAM P DEVANEY PHONE#: 210-409-4744

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 11.17.2022
Application No: 5543

Type License: ***160 - SPECIAL RETAIL - MORE THAN 30 DAYS***

Type License: ***N/A***

Name of Applicant(s) ***251 GOVERNMENT STREET PROPERTY OWNER 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
WEITZ, JONATHAN PELLETT SC 008631063	MEMBER	05.15.1968 CHARLESTON SC	

Corporate information: 20221257780 (Enter book & page or document info) Date: 03.31.2022 (Incorporation or Authority) County: NEW CASTLE

Trade Name ***THE ADMIRAL HOTEL***

Location 251 GOVERNMENT STREET MOBILE AL 36602

Mailing Address 251 GOVERNMENT STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name ALABAMA HOTELS LLC Type 160 - SPECIAL RETAIL

Trade Name THE ADMIRAL SEMMES HOTEL License No# 010401849

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? HOTEL/RESTAURANT

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 #1

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) Signature of applicant Ad- Dev POA

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** Ad- Dev POA

COUNTY OF MOBILE **TITLE** POA **DATE** 11.17.2022

The undersigned 251 GOVERNMENT STREET PROPERTY OWNER LLC dba THE ADMIRAL HOTEL - ADAM P DEVANEY (POA)

(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.

Ad- Dev POA

Signature of Affiant

Sworn to and subscribed before, me this 17th 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 ADAM P DEVANEY E-mail: ADEVANEY@THEADMIRALHOTEL.COM

Phone Number: Home: 210.409.4744 Cell: 210.409.4744 Bus: 210.409.4744

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

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 144 License premises includes patio area *YES*

Square Footage 95000

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
WEITZ, JONATHAN PELLETT SC 008631063	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Adam Devaney POA

Lease /Property Ownership

Name of Property Owner/Lessor: 251 GOVERNMENT STREET PROPERTY OWNER LLC 843-670-9195

Address of Property Owner/Lessor: 174 EAST BAY STREET CHARLESTON SC 29401

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) AD

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1425327
Owner Name	251 GOVERNMENT STREET PROPERTY OWNER 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

030998-0001 SHAWN S. 11/17/2022 11:46AM

BUSINESS LICENSE
251 GOVERNMENT STREET PROPERTY OWNER LLC
122541
2022 Item: 1425327
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 04479Q - 3146	
Change due	**0.00**

Paid by: 251 GOVERNMENT STREET PROPERTY OWNER LLC

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000004
Batch #: 573
11/17/22 11:44:18
APPR CODE: 04479Q
Trace: 4
MASTERCARD Chip
**********3146

AMOUNT **$51.50**

APPROVED
X
DEVANEY/ADAM

MASTERCARD
AID: A0000000041010
TVR: 80 00 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#: 00000004
Batch #: 573
11/17/22 11:44:18
APPR CODE: 04479Q
Trace: 4
MASTERCARD Chip
**********3146

AMOUNT **$51.50**

City of Mobile Alcoholic Beverage License Application

Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application – ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Urban Development (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy – ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [x] If existing Business – ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [x] Mobile County Health Department Inspection Report (if applicable)
- [x] Bureau of Fire Prevention – Fire Inspection Report
- [x] Existing Business – ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [x] Payment for business license and all required coding

Person Completing Application Printed Name	Date
Adam DeVance	11/10/22
Person Completing Application Signature	**Title**
Adam DeVance	POA / GM

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
11/10/22	Yes	6/27/22	~~010401849~~

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
	The Admiral Semmes Hotel	010401849

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
Hotel	

Legal Business Name	Trade Name (DBA)
251 Government Street Property Owner LLC	The Admiral

Business Structure (SP, LLC, Corp, etc)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	3/31/22	251 Government St. Mobile, AL 36602

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
	Mobile	AL	36602

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Charleston	SC		

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code

City	State	Zip Code	Business Phone Number	Building Type
			251-432-8000	

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
843-670-9195	88-2234951	R011516381	251 Government St

Business Contact Person Information

Name	Title	Phone	Email
Adam Devaney	General Manager	251-432-8000	adevaney@theadmiralhotel.com

Land/Building Information

Do you own or rent/lease the property? Own

Property Owner Name	Do you have a legal description of property?
Jonathan Weitz	Yes Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
[illegible]	843-670-9195	Jweitz@avocethospitality.com

Property Owner city	State	Zip Code	Building Seating Capacity	Building Square Footage
Charleston	SC		400	95,000

Fully equipped & operational kitchen Yes	Equipped with table and chairs Yes
If NO, any food served (if YES explain below)	Equipped for on premise consumption Yes
Habitually used for providing food to public Yes	Restroom Facilities Yes Patio Area N/A

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Weitz, Jonathan, Pellett	Member	

Race	Sex	Date of Birth	Home Address
W	M	5/15/1969	

Social Security Number	Driver's License (State, Number)	City	State	Zip Code
		Charleston	SC	29412

Place of Birth (City, State, Nation)	Mobile Number	Email
Charleston, SC	843-670-9195	jweitz@avocethospitality.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

No	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
No	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
Yes	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

Ownership Type	Company Name
owned	251 Government St Property Owner LLC

The above described property is owned to/by 251 Government St Property Owner LLC

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

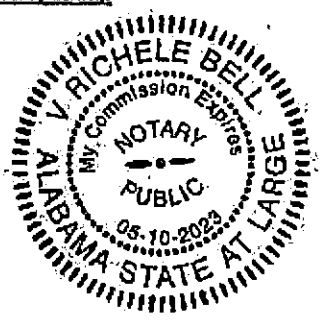
I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

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

Sworn to and subscribed before me this 10th day of November 2022

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
V Richele Bell	V Richele Bell	5-10-2023

Notary Stamp



Owner of Property (Print Name)	Applicant Name (Print Name)
Jonathon Veltz Adam DeVaney (POA)	Adam DeVaney
Owner of Property (Signature)	Applicant Name (Signature)
AJ-D	AJ-D
Address	Address
251 Government St	251 Government St
City, State, Zip	City, State, Zip
Mobile, Al 36602	Mobile, AL 36602
Date Agreement Signed	Date Agreement Signed
11/10/22	11/10/22

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

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

Owner/Applicant Printed Name	Date
Adam DeVaney	11/10/22
Owner/Applicant Signature	**Title**
Ad- Dev	POA

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20221031152512053

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
ALABAMA HOTELS LLC
Address: 251 GOVERNMENT ST
MOBILE, AL 36602
Telephone: 210-409-4744

NEW APPLICANT:
251 GOVERNMENT STREET PROPERTY OWNER LL
Address: [redacted] 202
[redacted]
Telephone: 210-409-4744

Current License No: 160-010401849

LICENSED PREMISES ADDRESS: 251 GOVERNMENT ST MOBILE, AL 36602

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 31 day of October, 2022.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Adam DeVaney
Title: POA

NEW LICENSEE (APPLICANT)

Print Name: Adam DeVaney
Title: POA

WITNESS: (By ABC Enforcement) Sandy Dunlap

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221031152512053

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Type License: **State:** **County:**

Trade Name: THE ADMIRAL HOTEL **Filing Fee:** $50.00

Applicant: 251 GOVERNMENT STREET PROPERTY OWNER LLC **Transfer Fee:**

Location Address: 251 GOVERNMENT ST MOBILE, AL 36602

Mailing Address: 175 EAST BY STREET STE 202 CHARLESTON , SC 29401

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 20221257780

Do you sell Draft Beer?:

Date Incorporated: 03/31/2022 **State incorporated:** DE **County Incorporated:** NEW CASTLE

Date of Authority: 05/25/2022

Federal Tax ID: 88-2234951 **Alabama State Sales Tax ID:** R011516381

Name:	Title:	Date and Place of Birth:	Residence Address:
JONATHAN PELLETT WEITZ 008631063 - SC	MEMBER	05/15/1968 CHARLESTON SC	831 WHITE POINT DRIVE CHARLESTON, SC 29412

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: ADAM DEVANEY
Business Phone: 210-409-4744
Fax:

Home Phone: 210-409-4744
Cell Phone: 210-409-4744
E-mail: ADEVANEY@THEADMIRALHOTEL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: THE ADMIRAL SEMMES HOTEL
Applicant: ALABAMA HOTELS LLC

Previous License Number(s)
License 1: 160-010401849
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221031152512053

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: 251 GOVERNMENT STREET PROPERTY OWNER LLC 843-670-9195
What is lessors primary business? HOTELS
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? YES
Is the business used to habitually and principally provide food to the public? YES
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: 95000 Display Square Footage:
Building seating capacity: 144 Does Licensed premises include a patio area? YES
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:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221031152512053

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

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 AND LANDLORD ARE THE SAME PERSON

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221031152512053

Initial each — **Signature page**

Initial each	
AD	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AD	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AD	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.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
AD	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AD	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.
AD	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.
AD	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): Adam DeVaney

Signature of Applicant: AD - Dev

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

MONTGOMERY, ALABAMA

2022-2023

LICENSE EXPIRES SEPTEMBER 30, 2023
RENEW LICENSE(S) BEFORE AUGUST 1, 2023

Confirmation Number: 20220912000003300

Renewal Period: June 1, 2023 Through July 31, 2023

License Number: 010401849

County:	MOBILE	Tobacco Business Type:	52	Vending Machines:	0
Effective Date:	10/01/2022	Printed Date:	09/12/2022		

Trade Name: **THE ADMIRAL SEMMES HOTEL**

Licensee: **ALABAMA HOTELS LLC**

Location: **251 GOVERNMENT STREET**
MOBILE **AL** **36602**

Mailing Address: **251 GOVERNMENT STREET**
MOBILE **AL** **36602**

Alabama Sales Tax ID: R011516381

160. SPECIAL RETAIL - MORE THAN 30 DAYS
Restrictions on File.

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

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

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

102739

ADMINISTRATOR

9/8/22, 11:15 AM

SLED CATCH
Citizens Access to Criminal Histories

Results

NO ARREST DATA
IN ACCORDANCE WITH
SEARCH CRITERIA SUBMITTED
S.C. Law Enforcement Division
WWW

Name JONATHAN WEITZ
DOB /
Gende
Maiden Name
SSN
Transaction 98111328[illegible]6
Date of Check September 08, 2022 at 11:13

To Whom it May Concern:

The criminal history search was based upon the criteria furnished. It did not include a fingerprint comparison, which is the only means of positive identification. This **NO ARREST DATA** verification is only valid as of September 08, 2022 at 11:13 since a record may be established after that time. Therefore, if no action is taken within a reasonable period, it is recommended that another check be made.

Sincerely,

Chief Mark Keel
South Carolina Law Enforcement Division

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT, I, JONATHAN P. WEITZ, a resident of the State of South Carolina and member of 251 Government Street, LLC, a South Carolina limited liability company, the sole owner of 251 Government Street Property Owner, LLC, a Delaware limited liability company, the fee owner of the Admiral Hotel located at 251 Government Street, Mobile, Alabama, do hereby name, constitute, and appoint the general manager of The Admiral Hotel, ADAM DeVANEY, of [_____], [_____], as my lawful attorney-in-fact, to act for me in my name, place, and stead in the following respects:

(1) To do all things necessary to submit pre-applications, schedule and attend any and all appointments necessary or convenient to submit and obtain an ABC and City of Mobile official application and liquor license for the sale and consumption of beer, wine, liquor and other alcoholic beverages at The Admiral Hotel; and

(2) To do all things necessary to complete, file and/or obtain ABC form: LCD-1 (ABC Licensing & Compliance Division Pre-Application) City of Mobile form: Alcoholic Beverage Application and any other application or license necessary for the sale and consumption of beer, wine, liquor and other alcoholic beverages at The Admiral Hotel (items (1) and (2), collectively, the "Application").

FURTHER, I, Jonathan P. Weitz, do grant unto Adam DeVaney, as attorney-in-fact for me, to do and perform every act necessary, requisite, or proper to be done in furtherance of the Application, as fully as I could do if personally present, with full power of substitution and

revocation, and do hereby ratify and confirm all that my above-named attorney-in-fact may do in my behalf pursuant to this grant of authority.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of September, 2022.

(SEAL)
Jonathan P. Weitz

Signed, sealed, published, and declared by to be as and for the Power of Attorney for him, in the presence of us, who, in their presence, at their request, and in the presence of one another, all present together, have hereunto subscribed our names as witnesses.

[Signature of Witness #1]

[Signature of Witness #2 – Notary]

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

PERSONALLY appeared before me the undersigned Notary Public for the State of South Carolina, Jonathan P. Weitz who under oath acknowledged before me his execution of the within Limited Power of Attorney for the uses and purposes stated therein, this 7 day of September, 2022.

[SEAL]

Notary Public for South Carolina
My commission expires: 2-25-2024

My commission expires: 2-25-2024

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   261 Government Street Property Owner, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used only if the legal entity name is not available for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (No PO Boxes) address of principal office:
   174 East Bay Street, Suite 202 Charleston, SC 29401

   Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State

001-021-832 FLL

Date	05/25/2022
Time	10:25:00
File	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 3 / 31 / 2022 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Adam DeVaney

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
251 Government Street Mobile, AL 36620

Mailing address in Alabama of registered agent/office (if different from street address)

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 5 / 25 / 2022 (MM/DD/YYYY)

5 / 25 / 2022
Date (MM/DD/YYYY)

Jonathan P. Weitz Authorized Person
Signature of person authorized to sign per 10A-1-4.01

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

251 Government Street Property Owner, LLC

This name reservation is for the exclusive use of Bradley Arant Boult Cummings LLP, 1819 5th Ave N , Birmingham, AL 35203 for a period of one year beginning May 24, 2022 and expiring May 24, 2023

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

May 24, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES025066

CERTIFICATE OF FORMATION
of
251 GOVERNMENT STREET PROPERTY OWNER, LLC,
a Delaware limited liability company

This Certificate of Formation of 251 Government Street Property Owner, LLC (the "*Company*") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is: 251 Government Street Property Owner, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 251 Little Falls Drive Wilmington, Delaware 19808, County of New Castle. The name of the registered agent of the Company at such address is Corporation Service Company.

THIRD: The name and address of the "authorized person" executing and filing this Certificate of Formation is as follows:

Jonathan P. Weitz
174 East Bay Street, Suite 202
Charleston, SC 29401

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of the Company this 31st day of March, 2022.

/s/ Jonathan P. Weitz
Jonathan P. Weitz
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:49 PM 03/31/2022
FILED 03:49 PM 03/31/2022
SR 20221257750 - File Number 6709539

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "251 GOVERNMENT STREET PROPERTY OWNER, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MARCH, A.D. 2022, AT 3:49 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

6709539 8100
SR# 20221257780

Authentication: 203091322
Date: 04-04-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

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

Date of this notice: 05-10-2022

Employer Identification Number:
88-2234951

Form: SS-4

Number of this notice: CP 575 G

251 GOVERNMENT STREET PROPERTY
OWNER LLC
THE ADMIRAL
% JONATHAN WEITZ SOLE MBR
251 GOVERNMENT STREET
MOBILE, AL 36602

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2234951. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

251 GOVERNMENT STREET PROPERTY OWNER LLC
251 GOVERNMENT STREET
MOBILE, AL 36602

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011516381	08/1/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED, SALES TAX LAW

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

NAICS CODE: 721110

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
URBAN DEVELOPMENT ZONING APPROVAL

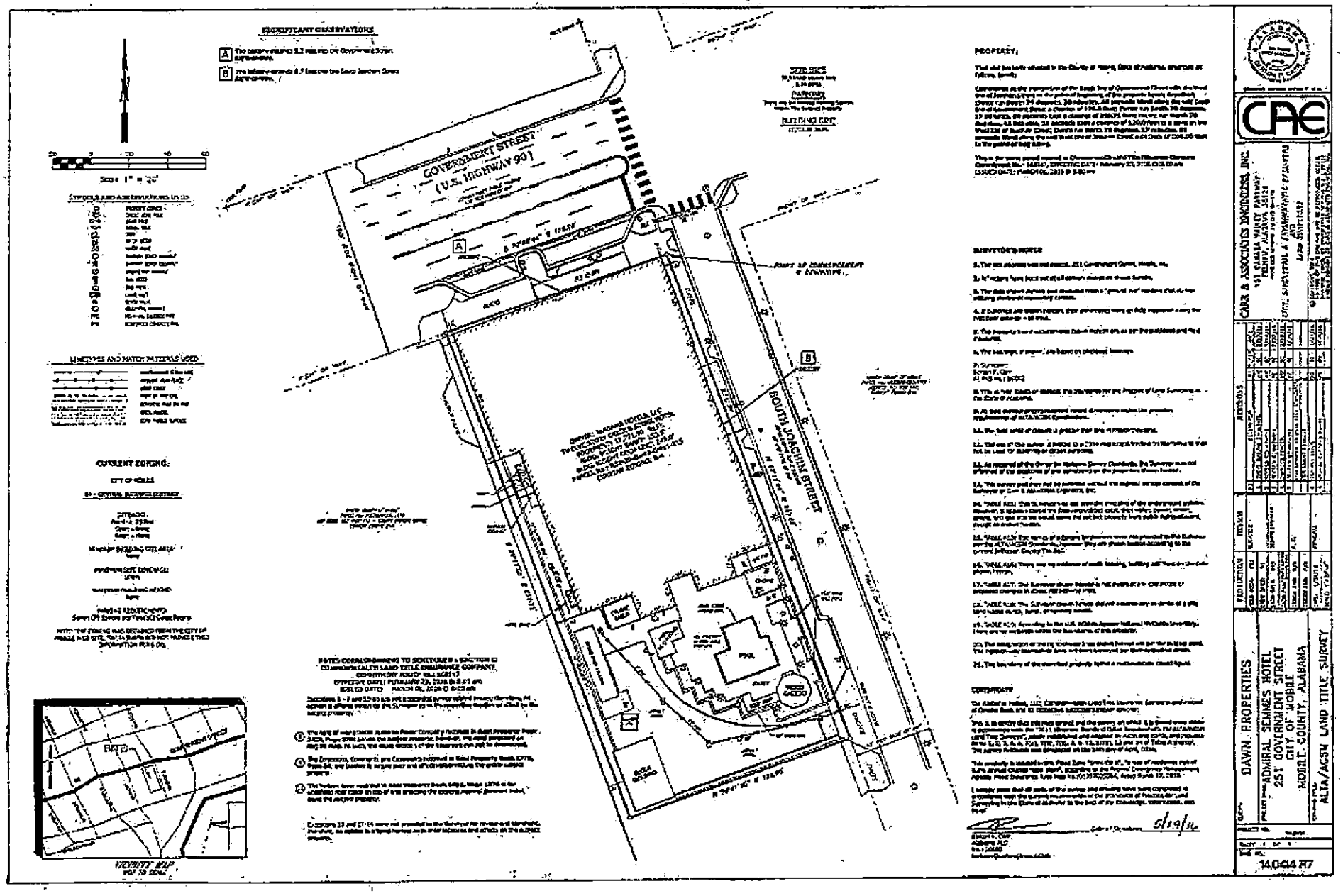
All boxes REQUIRED .. MUST be answered

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

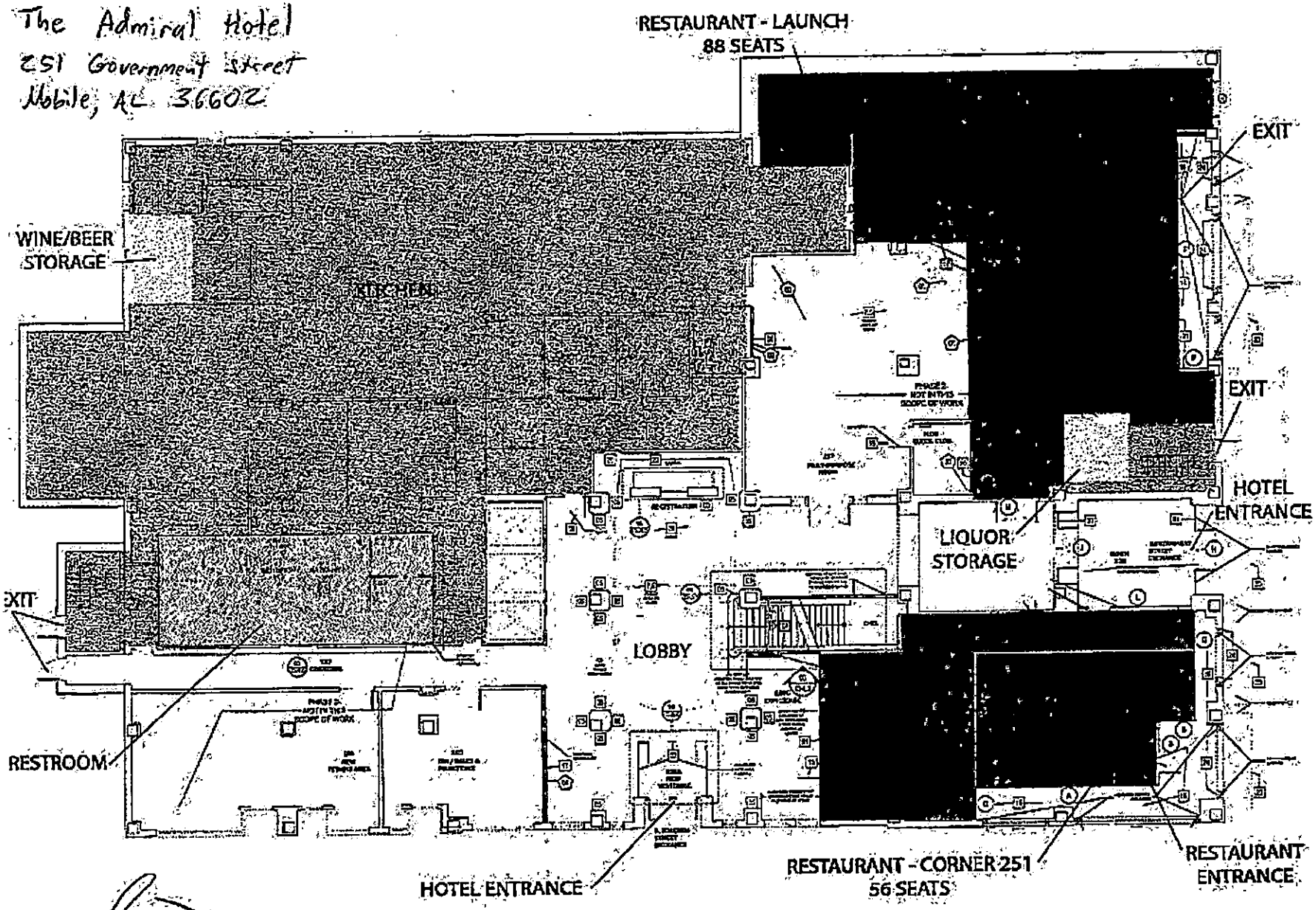
Business Type			License Type	
Hotel			160 Special Retail	
Legal Business Name			**Trade Name (DBA)**	
251 Government Street Property Owner LLC			The Admiral	
Physical Address of Business (Street Name, Suite #)			**Building Square Footage**	**Building Stand alone or attached**
251 Government Street			95,000	Stand Alone
City	**State**	**Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
Mobile	AL	36602	Yes	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Adam DeVaney	POA / GM	210-409-4744	adevaney@theadmiralhotel.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
N/A	N/A	Yes	T-5.2	Yes
Comments				
The site is located within the Downtown Development District, which exempts T-5.2 from off-street parking requirements.				
Print Name	**Signature**		**Date**	
Logan Anderson	A. Logan Anderson		11/17/2022	


SURVEYOR'S NOTES
PROPERTY
SURVEYOR'S CERTIFICATE
CURRENT ZONING:
GOVERNMENT STREET
(U.S. HIGHWAY 90)
SOUTH ROYCHOUR STREET
DAVIN-NASSAU HOTELS, LLC
TWELVE-SIXTY CREDIT SOLUTIONS
ROCHELLE-SIXTY EIGHT, LLC
ROCHELLE-EIGHT EIGHT, LLC
ROCHELLE-NINETY-FIVE
ROCHELLE-NINETY-SIX
SITE PLAN
VICINITY MAP
NOT TO SCALE
DAVIN PROPERTIES
ADMIRAL SEMMES HOTEL
251 GOVERNMENT STREET
CITY OF MOBILE
MOBILE COUNTY, ALABAMA
ALTA/ACSM LAND TITLE SURVEY
CAE & ASSOCIATES ENGINEERS, INC.
14.0414 R7

The Admiral Hotel
251 Government Street
Mobile, AL 36602



10/24/22

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

Ownership Type	Company Name
The above described property is owned	to/by 251 Government St Property Owner LLC

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

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

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

Sworn to and subscribed before me this 10th day of November 2022

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
V Richele Bell	V Richele Bell	5-10-2023

Notary Stamp

V RICHELE BELL
My Commission Expires
NOTARY PUBLIC
05-10-2023
ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Jonathon Veltz Adam Devaney (POA)	Adam Devaney
Owner of Property (Signature)	Applicant Name (Signature)
AD	AD
Address	Address
251 Government St.	251 Government St
City, State, Zip	City, State, Zip
Mobile, Al 36602	Mobile, AL 36602
Date Agreement Signed	Date Agreement Signed
11/10/22	11/10/22

Inst. # 2022043425 Pages: 1 of 5 I certify this instrument filed on: 6/27/2022 3:50 PM
Doc: D Ron Davis, Judge of Probate Mobile County, AL Rec: $25.50 DeedTx: $14,100.00 MinTx $0.00
Clerk: BFRANKS ERecorded

* Physical Address
251 Government Street
Mobile, AL 36602

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, SC 29401
Attn: Bryan Welpolo

SEND TAX NOTICE TO:

c/o Avocet Hospitality Owner, Inc.
174 East Bay Street, Suite 202
Charleston, SC 29401
Attn: Accounts Payable

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Section 40-22-1 of the Code of Alabama (1975):

Grantor's name and mailing address:
Alabama Hotels, L.L.C.
19 Woodstone Plaza
Hattiesburg, MS 29402
Attn: Iko Thrash

Grantee's name and mailing address:
251 Government Street Property Owner, LLC
174 East Bay Street, Suite 202
Charleston, SC 29401

Property address: 251 Government Street, Mobile, AL 36602
Date of Transaction: June 23, 2022
Purchase Price: $14,100,000.00

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:
___ Bill of Sale ___ Sales Contract _X_ Closing Statement ___ Appraisal ___ Assessed Value ___ Other

SLT179136

STATE OF ALABAMA)
:
COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 23 day of June, 2022, by **ALABAMA HOTELS, L.L.C.**, an Alabama limited liability company ("Grantor"), in favor of **251 GOVERNMENT STREET PROPERTY OWNER, LLC**, a Delaware limited liability company ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid by Grantee to Grantor and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Mobile County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to those matters (collectively, the "Permitted Exceptions") described in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, unto Grantee, its successors and assigns forever.

Grantor covenants that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

Grantor attests, to the best of its knowledge and belief, that the information submitted in the legend at the beginning of this Deed in lieu of the RT-1 Real Estate Sales Validation Form is true and accurate, and Grantor understands that any false statements contained in such information may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1(h).

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on or as of the 23 day of June, 2022.

ALABAMA HOTELS, L.L.C.,
an Alabama limited liability company

By: _____
Name: Ike W. Thrash
Title: Managing Member

STATE OF MS)
:
Lamar COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ike W. Thrash, whose name as Managing Member of **ALABAMA HOTELS, L.L.C.**, an Alabama limited liability company, 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, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 23 day of June, 2022.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF MISSISSIPPI
MELANIE NILL
NOTARY PUBLIC
ID No. 113631
Commission Expires
September 9, 2023
LAMAR COUNTY

EXHIBIT A
TO STATUTORY WARRANTY DEED

Legal Description of Property

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Commence at the intersection of the South line of Government Street with the West line of Joachim Street as the point of beginning of the property herein described; thence run South 70 degrees, 38 minutes, 44 seconds West along the said South line of Government Street a distance of 120.0 feet; thence run South 20 degrees, 17 minutes, 00 seconds East a distance of 269.71 feet; thence run North 70 degrees, 41 minutes, 15 seconds East a distance of 120.0 feet to a point on the West line of Joachim Street; thence run North 20 degrees, 17 minutes, 00 seconds West along the said West line of Joachim Street a distance of 269.80 feet to the point of beginning.

Together with:

That certain Right-of-Way Use Agreement by and between Alabama Hotels, LLC, and the City of Mobile, dated September 28, 2015 and recorded on October 8, 2015 in Land Record Book 7311, page 376.

EXHIBIT B
TO STATUTORY WARRANTY DEED

Permitted Exceptions

1. Ad Valorem Taxes for the year 2022, which said taxes are none due and payable until October 1, 2022.
2. Right of way granted to Alabama Power Company by instrument(s) recorded June 20, 1984 in Real Property Book 2628, page 839 as shown on an ALTA/NSPS land survey by ESP Associates AL, Inc., dated May 18, 2022, ESP Project Number KP40.800.000 as certified by Jeffery N. Lucas an Alabama Professional License Surveyor Registration No. 16680, revised and recertified on May 31, 2022.
3. Conditions, covenants and easements contained in instrument entitled "Deed of Scenic, Open Space and Architectural Facade Easement" from Admiral Semmes Hotel, Ltd. to the Mobile Historic Development Commission dated December 26, 1984 and recorded in Real Property Book 2778, page 84 as shown on an ALTA/NSPS land survey by ESP Associates AL, Inc., dated May 18, 2022, ESP Project Number KP40.800.000 as certified by Jeffery N. Lucas an Alabama Professional License Surveyor Registration No. 16680, revised and recertified on May 31, 2022.
4. Terms and conditions of the Articles of Incorporation of the Downtown Mobile District Management Corporation recorded May 3, 2005 in Real Property Book 5769, page 459.
5. Terms and conditions of that certain Right of Way Use Agreement by and between Alabama Hotels, LLC and the City of Mobile, Alabama dated September 28, 2015 and recorded October 8, 2015 in Land Record Book 7311, page 376 as shown on ALTA/NSPS land survey by ESP Associates AL, Inc., dated May 18, 2022, ESP Project Number KP40.800.000 as certified by Jeffery N. Lucas an Alabama Professional License Surveyor Registration No. 16680, revised and recertified on May 31, 2022.
6. Light poles, signal poles, signs, water meters and valves, sanitary sewer manholes and cleanout, grease trap manholes, gas meters and valves, grate inlets, sewer valves, telephone manholes, polyvinyl chloride pipes, reinforced concrete pipes, underground storm lines, walkways and pavers as shown on an ALTA/NSPS land survey by ESP Associates AL, Inc., dated May 18, 2022, ESP Project Number KP40.800.000 as certified by Jeffery N. Lucas an Alabama Professional License Surveyor Registration No. 16680, revised and recertified on May 31, 2022.

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 #	5543
Business Name	251 GOVERNMENT STREET PROPERTY OWNER LLC
Company DBA	THE ADMIRAL
Business Address	251 GOVERNMENT STREET 36602
License Type	160 - SPECIAL RETAIL - MORE THAN 30 DAYS
Post Date	11.17.2022
Agenda Meeting Date	12.05.2022

POA

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember 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:

12/6/2022

Funding Source

Project # 59 Alexander Street - ME-034-22 **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
Demolition - 59 Alexander Street	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	12/1/2022 - 10:31 AM
City Clerk	Gauthier, Lana	Approved	12/1/2022 - 10:38 AM

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 **59 ALEXANDER STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 5, 6, 7, 8, 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 **59 ALEXANDER STREET** described as:

BEG AT NW COR OF ALEXANDER & CAMERON STS TH N 03 DEG 48 MIN E ALG W ROWL ALEXANDER ST A DIS OF 50.0 FT TO A PT TH N 86 DEG 17 MIN W A DIS OF 109.0 FT TO A PT TH S 03 DEG 48 MIN W A DIS OF 50.0 FT TO A PT ON N ROWL OF CAMERON ST TH S 86 DEG 17 MIN E ALG SD N ROWL A DIS OF 109.0 FT TO POB BEING S 50.0 FT OF LOTS 49 & 50 ALEXANDER HEIGHTS DBK 128 N S PG 599 & 600 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel Number: 29 07 23 0 006 141

Last Assessed to: GETER WILLIE LEE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 30, 2022

MOBILE
ALABAMA

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 6, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **59 ALEXANDER STREET.** OWNED BY OR MAY HAVE AN INTEREST: **GETER WILLIE LEE** 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 07 23 0 006 141
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

59 Alexander Street

Property Details			
		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	05-11-22	Comments	

Property Score			
Score	77	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5/16/22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/12/2022

Property Address: 59 Alexander Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☐4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29

Affidavit of Mailed Notice

November 30, 2022

State of Alabama
County of Mobile

Subject Property – 59 Alexander Street.

My name and official title 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 **16** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heirs of Willie Lee Geter
Clyde Leverette
2207 Clement Street
Mobile, AL 36617-2430

October 11, 2022

RE: **59 Alexander Street**
Project Number: ME-034-22

Dear Credit Acceptance Corp:

On September 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 59 Alexander Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT NW COR OF ALEXANDER & CAMERON STS TH N 03 DEG 48 MIN E ALG W ROWL ALEXANDER ST A DIS OF 50.0 FT TO A PT TH N 86 DEG 17 MIN W A DIS OF 109.0 FT TO A PT TH S 03 DEG 48 MIN W A DIS OF 50.0 FT TO A PT ON N ROWL OF CAMERON ST TH S 86 DEG 17 MIN E ALG SD N ROWL A DIS OF 109.0 FT TO POB BEING S 50.0 FT OF LOTS 49 & 50 ALEXANDER HEIGHTS DBK 128 N S PG 599 & 600 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel Number: 29 07 23 0 006 141

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 25, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 25, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 25, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 25, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on December 6, 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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 59 Alexander Street Date: September 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 6, 2022

Per the Title Report, the owner is: Heirs of Willie Lee Geter (DOD 5/14/2012)

NOTES: Could not locate Daughter Mary Pettway from Atlanta and Georgia Mae Crowell from California. Also, could not locate Cynthia Davis or Jimmie Davis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Clyde Leverette 2207 Clement St Mobile, AL 36617-2430	Heir/Son in law
2	Dominique Antonio Davis 352 Idaho Rd Mobile, AL 36609-2314	Heir/Grandson
3	Dominique Antonio Davis 217 Autumndale Cir Chickasaw, AL 36611-1454	Secondary address
4	Jeremy Jermayne Davis 2446 Norton Ln Mobile, AL 36605-2410	Heir/Grandson Phone number 251-307-9077 Phone number 251-545-1319 Phone number 251-264-5399
5	Katari Davis 1720 Winston Ln Mobile, AL 36605-9741	Heir/Granddaughter Phone number 205-417-3634
6	Tamichael N Davis 108 N Sage Ave Mobile, Al 36607-2713	Heir/Granddaughter

7 Willie Jean Davis
1165 Dauphin Island Pkwy
Mobile, AL 36605-3226

Heir/Granddaughter
Phone number 251-259-1654

8 Albert Shelton
440 Gilbert St
Mobile, AL 36610-4452

Heir/Son

9 Bobby Shelton
633 Ossia Edwards Ave Apt 633
Mobile, AL 36610-2835

Heir/Son

10 Joe Davis
2103 Magee St
Mobile, AL 36610-3115

Heir/Son

11 Charles Earl Davis
59 Alexander St
Mobile AL 36605-2676

Heir/Son

12 Johnny Davis
2459 McArthur St
Mobile, AL 36617-1727

Heir/Son

13 Vivian Dawkins Ruggs
2418 S Octavia Dr
Mobile, AL 36605-2676

Heir/Daughter
Phone number 251-367-6090

14 Patricia Rankin
910 E Gulf Terra Dr
Mobile, AL 36605-2443

Heir/Daughter
Phone number 251-533-9832

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

4 Hoffman Furniture
413 Dauphin St
Mobile AL 36602

Hoffman Furniture vs Willie Jean Davis
Recorded 04/09/2015 bk7249 pg1746

5	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Clyde Leverette Recorded 07/06/2018 bk 7656 pg6

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Willie Lee Geter recorded 7/6/2022 instrument number 2022045614

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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/Securing

Amount of Contract:

N/A

Effective Date of Contract:

12/6/2022

Funding Source

Project # 1160 Congress Street - ME-050-22 **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
Demolition/Securing - 1160 Congress Street	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	12/1/2022 - 9:35 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1160 CONGRESS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 7, 8, 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 **1160 CONGRESS STREET** described as:

PT LOT 2 LBK 25 CAMP GROUND TRT MBK 1/12 BEG AT SE COR LOT 25 TH W 34.17 FT N 125 FT E 34.5 FT S 125 FT TO PT OF BEG #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 455

Last Assessed to: LITTLE GEORGE JR C/O ROSEMARY WATSON

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/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 30, 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 6, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1160 CONGRESS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **LITTLE GEORGE JR C/O ROSEMARY WATSON** 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 06 40 0 004 455
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1160 CONGRESS ST

Property Details

PARCEL KEYX	00744403	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
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	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE	59	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 6-27-22

Voted 5-0 for Partial Demolition and Secure Structure.

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/12/2022

Property Address: 1160 Congress Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☐4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


NOTICE
2022/11/29


2022/11/29


2022/11/29

Affidavit of Mailed Notice

November 30, 2022

State of Alabama
County of Mobile

Subject Property – 1160 Congress Street.

My name and official title 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 **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of George Little, Jr.
Rosemary Little Watson
10341 Green Heron Court
Charlotte, NC 28278-6951

October 11, 2022

RE: **1160 Congress Street**
Project Number: ME-050-22

Dear Rosemary Little Watson:

On September 13, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1160 Congress Street.

I. **PROPERTY** The legal description of the Property is as follows:

PT LOT 2 LBK 25 CAMP GROUND TRT MBK 1/12 BEG AT SE COR LOT 25 TH W 34.17 FT N 125 FT E 34.5 FT S 125 FT TO PT OF BEG #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 455

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 25, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 25, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 25, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 25, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on December 6, 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/secure

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1160 Congress Street Date: September 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 2, 2022

Per the Title Report, the owner is: Heirs of George Little, Jr DOD 5/25/1956

Notes: Property deed to George Little, Jr 7/14/2008. Could not locate other children (heirs) Samuel Little, Georgia Little, Bernard Little, Corine Little. Other heirs are Gray Little and George Little III (Deceased without obit)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rosemary Little Watson 10341 Green Heron Ct Charlotte NC 28278-6951	Heir/Daughter Phone number 704-733-9731 Phone number 251-661-1841 Also, property taxes are paid by Rosemary Watson
2	Walter Kinard Little Jr 1020 Montlimar Dr Mobile AL 36609-1707	Heir/Grandson Phone number 251-581-3600 Phone number 251-633-3816
3	Owners 1160 Congress St Mobile AL 36603	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs George Little, Jr DTD 6/29/2022 Recorded 7/6/2022 instrument number 2022045623

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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:

12/6/2022

Funding Source

Project # 1253 Glennon Street - ME-052-22 **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
Demolition - 1253 Glennon Avenue	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	12/1/2022 - 10:24 AM
City Clerk	Gauthier, Lana	Approved	12/1/2022 - 10:39 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1253 GLENNON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 5, 6, 7, 8, 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 **1253 GLENNON AVENUE** described as:

LOT 8 TERRILL SUB OF KEARNEY TRT DBK 77 P 507 BEING 100 X 50 FT #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 198

Last Assessed to: BRAGGS CAROL G & PAMELA T JONES

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 30, 2022

MOBILE
ALABAMA

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 6, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1253 GLENNON AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **BRAGGS CAROL G & PAMELA T JONES** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 198
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

Photos

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1253 GLENNON AVE

Property Details

PARCEL KEYX	00741978	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
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	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE	66	SCORE DISCRIPTION	Demo

Notes

I C BURN

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-27-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/12/2022

Property Address: 1253 Glennon Avenue **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☐4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29


2022/11/29

Affidavit of Mailed Notice

November 30, 2022

State of Alabama
County of Mobile

Subject Property – 1253 Glennon Avenue.

My name and official title 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 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Carol Braggs
Pamela T. Jones Goubil
2165 O'Connor Street
Mobile, AL 36617-2641

October 11, 2022

RE: **1253 Glennon Avenue**
Project Number: ME-052-22

Dear Pamela T. Jones Goubil:

On September 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1253 Glennon Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 8 TERRILL SUB OF KEARNEY TRT DBK 77 P 507 BEING 100 X 50 FT #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 198

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 25, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 25, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 25, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 25, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on December 6, 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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1253 Glennon Ave Date: September 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 6, 2022

Per the Title Report, the owner is: Heirs of Carol Braggs (DOD 1/6/2004) & Pamela T Jones

NOTE: Per Revenue Commission, they had no documents on file showing the adding of Pamela T Jones, but she is listed as second owner. Pamela T Jones is the granddaughter of Carol Braggs. No estate found for Carol Braggs.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Pamela T Jones Goubil 2165 O'Connor St Mobile AL 36617-2641	Owner/per Revenue Commission and or heir Granddaughter of Carol Braggs Phone number 251-895-2999 Phone number 251-408-3678
2	Cassandra L Jenkins 119 Bush Ave Mobile AL 36604-2249	Heir/Granddaughter of Carol Braggs Phone number 251-513-6126 Phone number 251-438-1070
3	Geraldine F Jones 7380 Hitt Rd Mobile AL 36695-4429	Heir/Daughter of Carol Braggs Phone number 251-234-7557
4	Owner 1253 Glennon Ave Mobile AL 36603-5224	Subject Address
5	Alfred Lamar Jones, Sr. 954 Conti St Mobile AL 36604-2531	Heir/Grandson of Carol Braggs

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

6	Unifund CCR, LLC c/o Ben Louis Zarzaur PO Box 11366 Birmingham AL 35202	Judgement: Unifund CCR, LLC vs Pamela Goubil Recorded 1/23/2019 instrument number 2019003533
7	Capps College c/o James Paul Clinton PO Box 991801 Mobile AL 36691	Judgement Capps College vs Cassandra Jenkins Recorded 08/21/2015 bk7295 pg854

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Carol G Braggs & Pamela T Jones recorded 7/6/2022 instrument number 2022045597

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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:

12/6/2022

Funding Source

Project # 1713 New Conti f/k/a Conti Street - ME-111-21 **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
Demolition - 1713 New Conti f/k/a Conti Street	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	12/1/2022 - 10:29 AM
City Clerk	Gauthier, Lana	Approved	12/1/2022 - 10:48 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1713 NEW CONTI F/K/A CONTI STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 7, 8, 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 **1713 NEW CONTI F/K/A CONTI STREET** described as:

COMG AT A PT ON S/L OF CONTI ST FMLY NEW CONTI ST AT A PT 653.67 FT FROM W/L OF MONTEREY ST WHICH PT IS NW COR OF A LOT OF RUSSELL COLEMAN RUN TH WLY ALG S/L OF CONTI ST 60 FT FOR FRONT TH SLY & PAR TO MONTEREY ST 120 FT FOR DEPTH TH ELY & PAR TO CONTI ST 60 FT TO A PT TH NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 008

Parcel Number: 29 07 25 0 008 087

Last Assessed to: MONROE ERIC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 30, 2022

MOBILE
ALABAMA

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 6, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1713 NEW CONTI F/K/A CONTI STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MONROE ERIC** 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 07 25 0 008 087
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1713 Conti Street

Property Details			
Parcel Key	817717	Local Historic Registry	~~N~~ Old Dauphin Way
Status	**Scored**	National Historic Registry	~~N~~ Old Dauphin Way
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	~~N~~ Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	~~N~~ Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01-11-21	Comments	

Property Score			
Score	~~39~~ 60	Score Description	Blight Review

Site Visit 1-25-22

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1/24/22

Voted 4-0-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/12/2022

Property Address: 1713 New Conti Street f/k/a Conti Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☐4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


2022/11/29


2022/11/29


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2022/11/29


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2022/11/29


2022/11/29


2022/11/29

Affidavit of Mailed Notice

November 30, 2022

State of Alabama
County of Mobile

Subject Property – 1713 New Conti f/k/a Conti Street.

My name and official title 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Eric Monroe
1406 Oakley Street
Bronx, NY 10469

October 11, 2022

RE: **1713 New Conti f/k/a Conti Street**
Project Number: ME-012-22

Dear Eric Monroe:

On September 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1713 New Conti f/k/a Conti Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMG AT A PT ON S/L OF CONTI ST FMLY NEW CONTI ST AT A PT 653.67 FT FROM W/L OF MONTEREY ST WHICH PT IS NW COR OF A LOT OF RUSSELL COLEMAN RUN TH WLY ALG S/L OF CONTI ST 60 FT FOR FRONT TH SLY & PAR TO MONTEREY ST 120 FT FOR DEPTH TH ELY & PAR TO CONTI ST 60 FT TO A PT TH NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 008

Parcel Number: 29 07 25 0 008 087

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 25, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 25, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 25, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 25, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on December 6, 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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1713 Conti Street Date: September 9, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 18, 2022

Per the Title Report, the owner is: Eric Monroe

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Eric Monroe 1406 Oakley St Bronx NY 10469	Owner Phone number 914-486-8626 Phone number 718-231-5485
2 Eric Monroe 1713 Conti St Mobile AL 36604	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Eric Monroe, recorded in Probate Court on 12/15/2021, instrument # 2021082399

Weed Lien filed by the City of Mobile vs. Eric Monroe, recorded in Probate Court on 03/9/2020, instrument # 2020014431

Weed Lien filed by the City of Mobile vs. Eric Monroe, recorded in Probate Court on 10/04/2013, bk7081 pg1606

Weed Lien filed by the City of Mobile vs. Eric Monroe, recorded in Probate Court on 03/01/2018, bk7609 pg67

Weed Lien filed by the City of Mobile vs. Eric Monroe, recorded in Probate Court on 01/19/2017, bk7469 pg249

Open Mortgages

Nationstar Mortgage LLC
8950 Cypress Waters Blvd.
Coppell, TX 75019

Mortgage recorded 07/25/2013 bk 7054 pg 1241

Lis Pendens

Lis Pendens – City of Mobile vs Eric Monroe recorded 2/23/2022 instrument number 2022013892

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	12/1/2022 - 8:54 AM

60- 2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Driver Derrick J. Butler, Sr. (Emp #14030)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Firefighter of the Month

Fire Service Driver Derrick J. Butler, Sr.

The Mobile Fire-Rescue Department proudly announces Fire Service Driver Derrick J. Butler, Sr. as the October 2022 Firefighter of the Month. Driver Butler began his career with MFRD in January 2008. Butler spent more than a decade serving as a committed firefighter before promoting to Fire Service Driver in March of 2022. He is currently assigned as the Paramedic Driver on Rescue 22.

Driver Butler's recent service has been nothing short of remarkable, with Butler receiving 2 Life Saving Awards (March 2021, June 2022), promoting in rank (March 2022), completing paramedic school and passing National Registry to become a practicing Paramedic (June 2022) with aspirations of attending medical school.

In March 2021, while still a first-semester paramedic student, Butler and his crew (E20) responded to a pregnant juvenile in premature labor. The infant was in breech position, with a leg presenting. With the closest advanced life support ambulance miles away, contractions progressing, and two lives potentially at risk, Butler and crew intervened and aided in delivery. Remembering his training, Butler checked for umbilical cord positioning and discovered that the cord was wrapped around the infant's neck.

As the baby was closer and closer to full delivery, Butler was able to slip his fingers under the cord, relieving pressure until he was able to fully remove the cord over the child's head. The child was blue and not breathing post-delivery. Butler and crew quickly performed CPR and provided supplemental oxygen until, miraculously, the baby cried. With paramedics on scene, mother and newborn were treated and transported to a hospital for care.

On June 26, 2022, Engine 12 was dispatched for a call on the Interstate-65 overpass at Dauphin St. Upon arrival, the crew discovered a visibly distraught, suicidal, female patient standing on the edge of the overpass, threatening to jump. Slowly easing their way toward the patient, Engine 12's crew, including Driver Butler, attempted to calm the patient and talk her away from the ledge. Driver Butler was able to get close enough to the patient to grab her and pull her to safety before she was able to jump. "She was right there, and I was close enough. It was really just a reaction. My body moved before I could even think of what to do," proclaimed Butler.

Driver Butler's heroism and commitment to consistently improving himself for the sake of others is worthy of admiration, and the Mobile Fire-Rescue Department is proud to recognize him as October 2022 Firefighter of the Month.

C. J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILLBE USED TO ASSIST WITH THE CHRISTMAS TREE LIGHTING ON DECEMBER 7, 2022

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TWIN OAKS NURSING HOME, LLC	Cover Memo	11/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/29/2022 - 1:12 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,000.00** to Twin Oaks Nursing Home, LLC from his discretionary funds*; and

WHEREAS, *Twin Oaks Nursing Home, LLC* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Twin Oaks Nursing Home*, LLC will be used to assist with the Christmas tree lighting on December 7, 2022*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Twin Oaks Nursing Home, LLC for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE FOOD FOR DISTRICT 3 MEETING ON DECEMBER 13, 2022 AT MARYVALE ELEMENTARY SCHOOL

Amount of Contract:

$2,618.75

Funding Source

Project # DSC-03 / 10041020-42140	**Discretionary Funds** DSC-03
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CC'S CLASSIC CATERING, LLC	Cover Memo	11/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/29/2022 - 1:06 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wishes to appropriate **$2,618.75** to CC's Classic Catering, LLC from his discretionary funds*; and

WHEREAS, *CC's Classic Catering, LLC,* is an Alabama domestic company which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *CC's Classic Catering, will be used to help with the food for District 3 meeting on December 13, 2022*, at Maryvale Elementary School, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,618.75** to CC's Classic Catering, LLC, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE FOOD FOR DISTRICT 6 DECEMBER MEETING ON DECEMBER 14, 2022 AT THE CONNIE HUDSON MOBILE REGIONAL SENIOR COMMUNITY CENTER

Amount of Contract:

$3,142.50

Funding Source

Project # DSC-06 / 10041020-42140 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CC'S CLASSIC CATERING, LLC	Cover Memo	11/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/29/2022 - 2:07 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$3,142.50** to CC's Classic Catering, LLC, from his discretionary funds*; and

WHEREAS, *CC's Classic Catering, LLC,* is an Alabama domestic company which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *CC's Classic Catering, will be used to help with the food for District VI meeting on December 14, 2022*, at Connie Hudson Mobile Regional Senior Community Center, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$3,142.50** to CC's Classic Catering, LLC, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO SUPPORT THEIR 2022-2023 JUNIOR ACHIEVEMENT OF MOBILE SILVER INVESTOR TO TEACH STUDENT FINANCIAL LITERACY AND WORK READINESS

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-08 / 10040580-42140 **Discretionary Funds** DSC-08

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JUNIOR ACHIEVEMENT OF MOBILE, INC.	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/1/2022 - 2:08 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate **$1,000.00** to Junior Achievement of Mobile, Inc., from his discretionary funds*; and

WHEREAS, *Junior Achievement of Mobile, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Junior Achievement of Mobile, Inc., will be used to support their 2022-2023 Junior Achievement of Mobile silver investor to teach student financial literacy and work readiness*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Junior Achievement of Mobile, Inc. for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Submitted by:

Rebecca Christian, Accounting Dept.

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
resolution	Cover Memo	12/5/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/5/2022 - 11:38 AM

60-1085 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Trinity Garden Falcons Athletics, from his discretionary funds*; and

WHEREAS, *Trinity Garden Falcons Athletics,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Trinity Garden Falcons Athletics, will be used to help purchase team uniforms, bats, and baseballs,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Trinity Garden Falcons Athletics, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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:12/6/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

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
	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:12/6/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
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
	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	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	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	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	11/03/22	BEVERLY REED				Auto approved by: 910516894
		Approved	11/03/22	JAMES ROBERTS				
		Approved	11/03/22	KENNETH KNOX				Auto approved by: 910516894
		Approved	11/03/22	VELISA GILCHRIST				Auto approved by: 910519069
		Approved	11/03/22	TAYLOR HARRIS				Auto approved by: 910519069
		Approved	11/03/22	NANCY NGUYEN				
		Approved	11/03/22	RANDY THREADGILL				Auto approved by: 910519069
		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:12/6/2022

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
20221129 Adelte Agenda Package POs	Cover Memo	11/29/2022

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.*

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
2544	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 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. 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
11/29/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- Seaport Passenger Boarding Bridge as per City of Mobile Request for Proposals 5704, inclusive of all specifications, and your Proposal dated 19 August 2022, and amended by your Proposal dated Oct 25, 2022.			
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.: planning & contract	1.00 EACH	1467000.00000	1467000.00
1	6020.70.00.0000.0000.0000.0000.0000.47010.			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			

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. 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
11/29/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
002	BRIDGE PREFAB (NOT INSTALLED) 100% Design Submission: Unit 1. UOM: JOB Unit price: $489,000.00 Vendor Item Vendor Item No.: 100% Design Submission	1.00 EACH	489000.00000	489000.00
	1 6020.70.00.0000.0000.0000.0000.0000.47010.			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 PREFAB (NOT INSTALLED) Purchase of Materials: Unit 1. UOM: JOB Unit price: $489,000.00 Vendor Item Vendor Item No.: Purchase of Material	1.00 EACH	489000.00000	489000.00
	1 6020.70.00.0000.0000.0000.0000.0000.47010.			489000.00

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. 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
11/29/22	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 PREFAB (NOT INSTALLED) 50% Fabrication, Manufacturing Phase I: Unit 1. UOM: JOB. Unit price: $489,000.00 Vendor Item Vendor Item No.: 50% Fabrication	1.00 EACH	489000.00000	489000.00
1	6020.70.00.0000.0000.0000.0000.0000.47010.			489000.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA			

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. 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
11/29/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
005	BRIDGE PREFAB (NOT INSTALLED) 100% Fabrication and Acceptance, Manufacturing Phase II. Unit 1. UOM: JOB Unit Price: $489,000.00 Vendor Item Vendor Item No.: 100% Fabrication & Accept	1.00 EACH	489000.00000	489000.00
	1 6020.70.00.0000.0000.0000.0000.0000.47010.			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			
006	BRIDGE PREFAB (NOT INSTALLED)	1.00	489000.00000	489000.00

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. 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
11/29/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Material Shipped, Transport. Unit 1. UOM: JOB. Unit Price: $489,000.00 Vendor Item Vendor Item No.: Material Shipped-Transpor	EACH		
1	6020.70.00.0000.0000.0000.0000.0000.47010.			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 Installation on Site and Manufacture Acceptance Test. Unit 1. UOM: JOB. Unit Price: $489,000.00 Vendor Item Vendor Item No.: Install on Site & Accept	1.00 EACH	489000.00000	489000.00

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 6

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
11/29/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
1	6020.70.00.0000.0000.0000.0000.0000.47010.			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	BUILDING (500 SQ.FT/UNDER) Final Acceptance: Unit 1/ UOM: JOB Unit Price: $489,000.00 Vendor Item Vendor Item No.: Final Acceptance	1.00 EACH	489000.00000	489000.00
1	6020.70.00.0000.0000.0000.0000.0000.47010.			489000.00

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 7

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
11/29/22	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

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

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.0000.47010.	4890000.00	
CRUISE TERMINAL EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Queued	11/29/22	DONNA MICHELE STANLEY	
Queued	11/29/22	DONALD ROSE	
Queued	11/29/22	SANDRA LEWIS	
Queued	11/29/22	KAREN NAMAN	
Queued	11/29/22	JOHN PAINE	
Queued	11/29/22	MICHAEL SPAFFORD	

Bill To	Requisition 00002544-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 8

Vendor
ADELTE PORTS & MARITIME S.L.U.
AV.DE JOSEP TARRADELLAS, NO.20
, 4 PLANTA

BARCELONA, 08029
SPAIN

Ship To
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
11/29/22	294094				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Scoring Criteria
City of Mobile RFP 5704 Seaport Boarding Bridge

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.

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*.

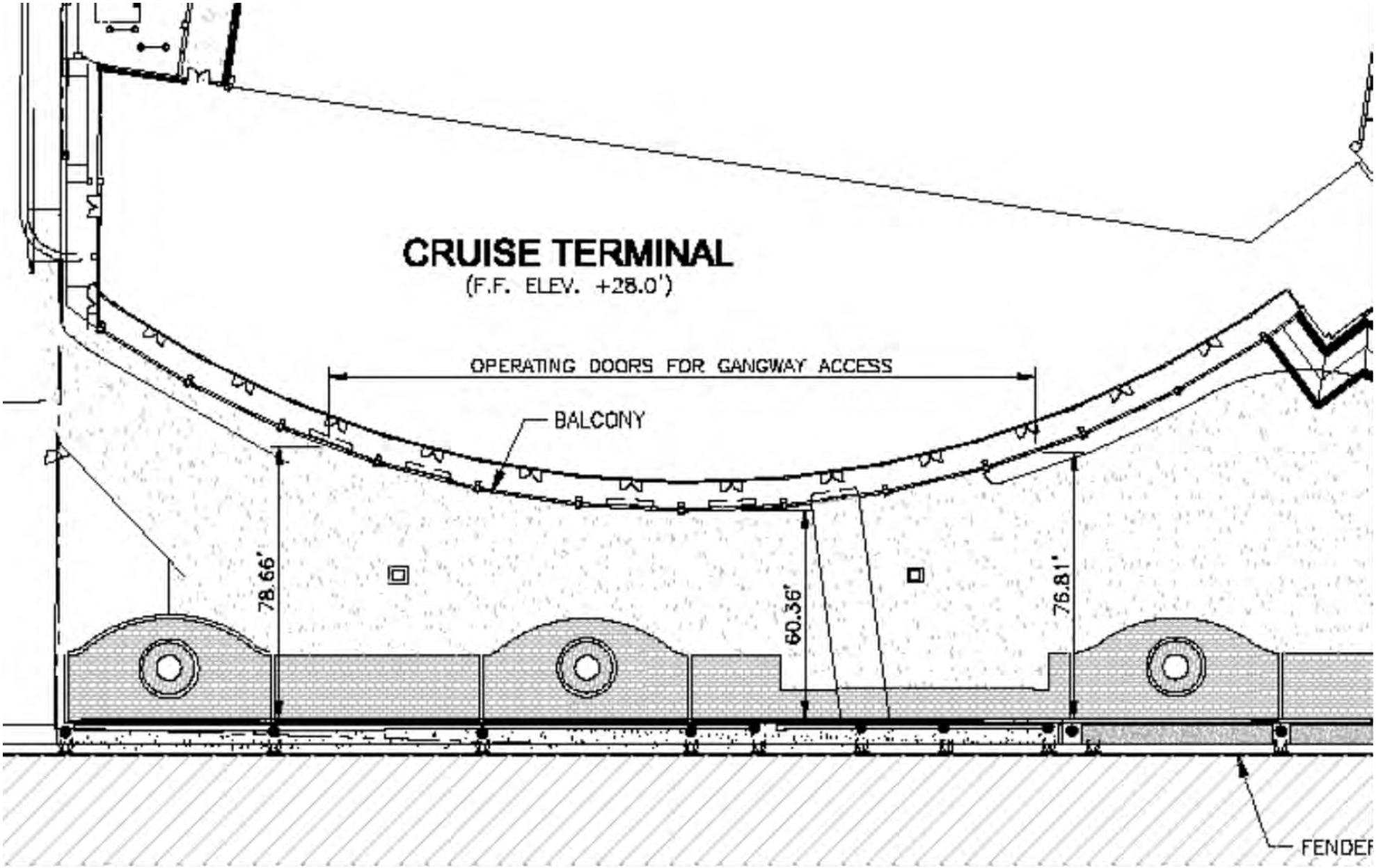
d. Add to EXHIBIT D, Contract Terms & Conditions, paragraph 1: *The City's timeline is based on the projected arrival of CARNIVAL SPIRIT to Mobile on October 6, 2023 for regular sailings. The City desires the new SPBB to be in place, fully operational, and accepted by this date to provide an engaging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

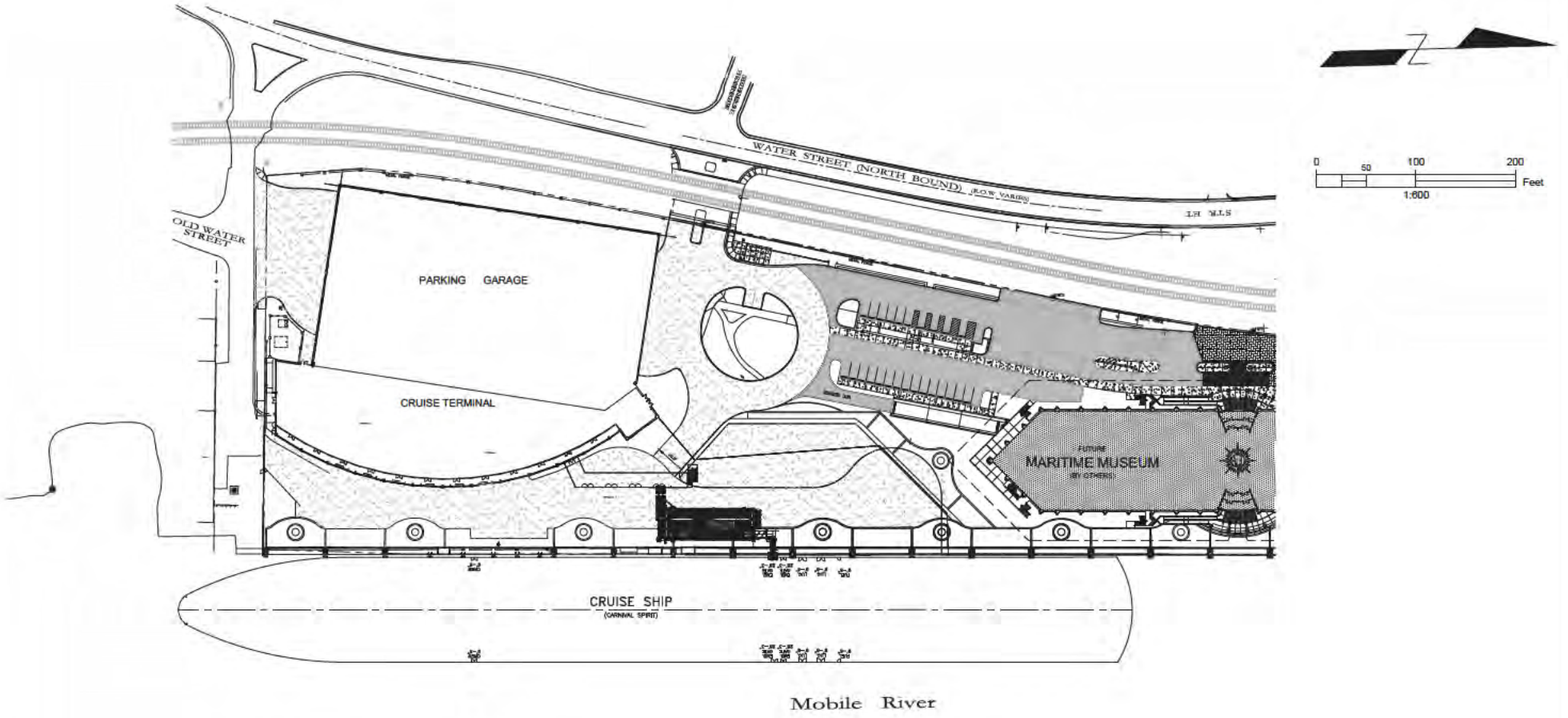
4.9. Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one hundred eighty (180) calendar days after the scheduled closing date of this RFP.

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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A	FOR REVIEW	4/1/22	MJW

CITY OF MOBILE
MOBILE, ALABAMA

thompson

3925 DAUPHIN HILL RD., STE. 100
MOBILE, ALABAMA 36608
TEL: (251) 666-2443
FAX: (251) 666-6422

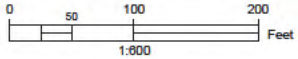
ALABAMA CRUISE TERMINAL

CARNIVAL SPIRIT
BERTHING PLAN

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

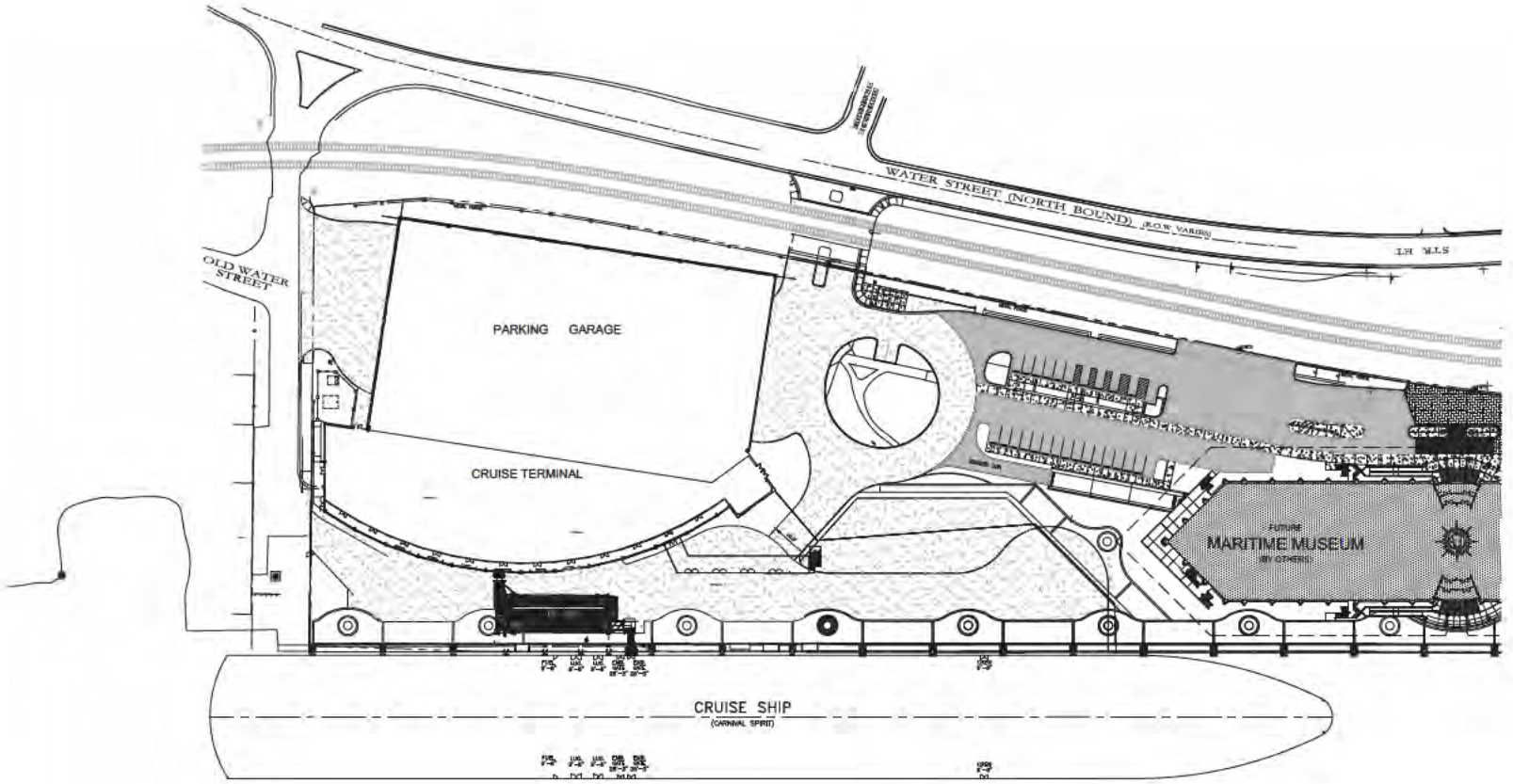
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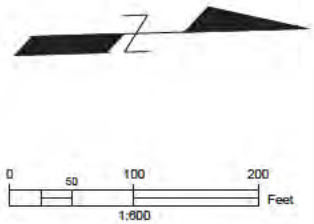
2970 CRUMPE HILL RD., STE. 100
MOBILE, ALABAMA 36606
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ALABAMA CRUISE TERMINAL

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

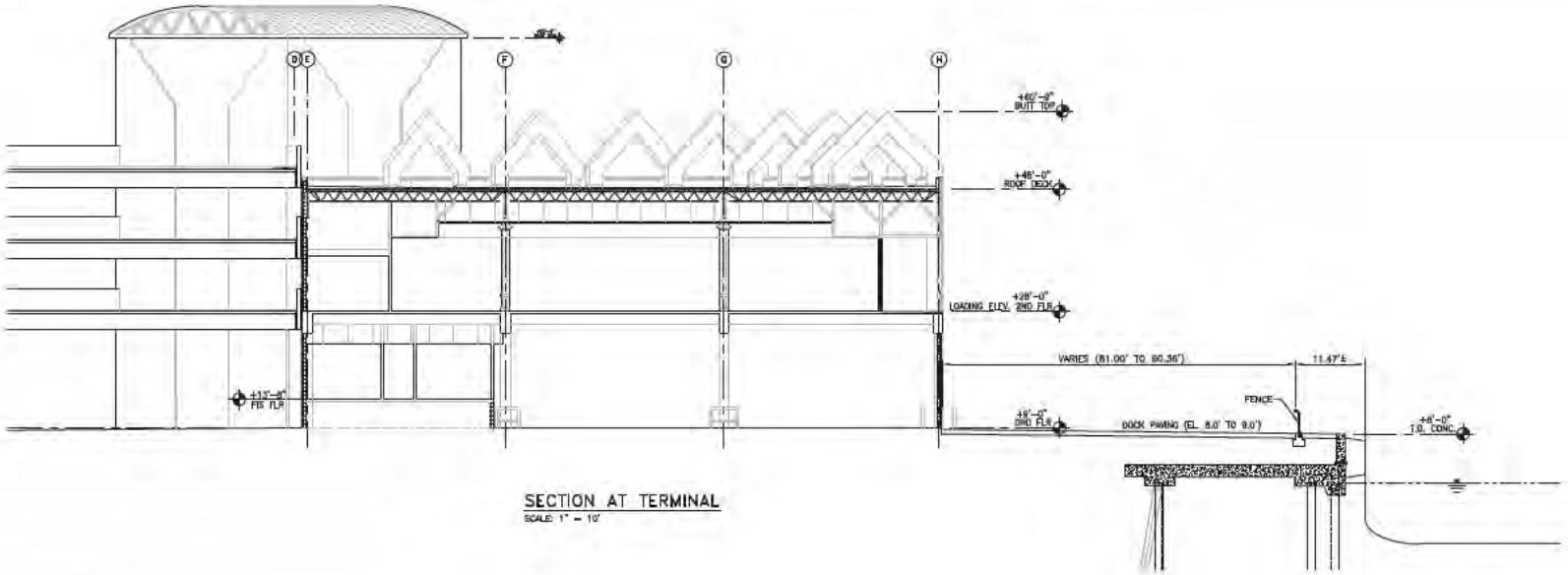
CITY OF MOBILE
MOBILE, ALABAMA

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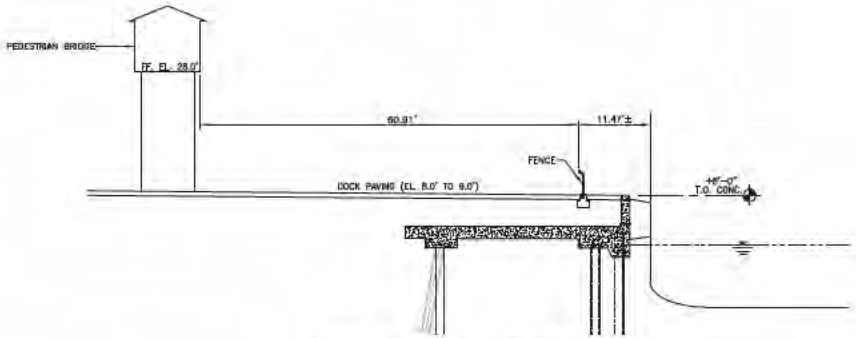
ALABAMA CRUISE TERMINAL

CARNIVAL SPIRIT
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SECTION AT TERMINAL
SCALE: 1" = 10'



SECTION AT PEDESTRIAN BRIDGE
SCALE: 1" = 10'

City of Mobile SPBB
RFP #5704

| | | |

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

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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

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:12/6/2022

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
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Delivery Reference
VICTORIA RICHARDSON

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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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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
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
FIRE CENTRAL SUPPLY
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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:12/6/2022

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

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
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
		Page 2 of 3					
		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:12/6/2022

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 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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 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 AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	CS-WK-000007838-1	01/12/2022	01/12/2023	[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
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

Nationwide is on your side

Important Reminders from Nationwide

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.

1022300409102 2

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

Nationwide® is on your side

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

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- New Case
- View Cases
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- Change Password
- Change Security Questions
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- 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

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	**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 -05'00' 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**

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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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 **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. _____

_____

_____

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

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

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

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

August 1, 2022

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 / NAIC CODE SEE PAGE 1 / 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.

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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:12/6/2022

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**

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 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:12/6/2022

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:12/6/2022

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

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

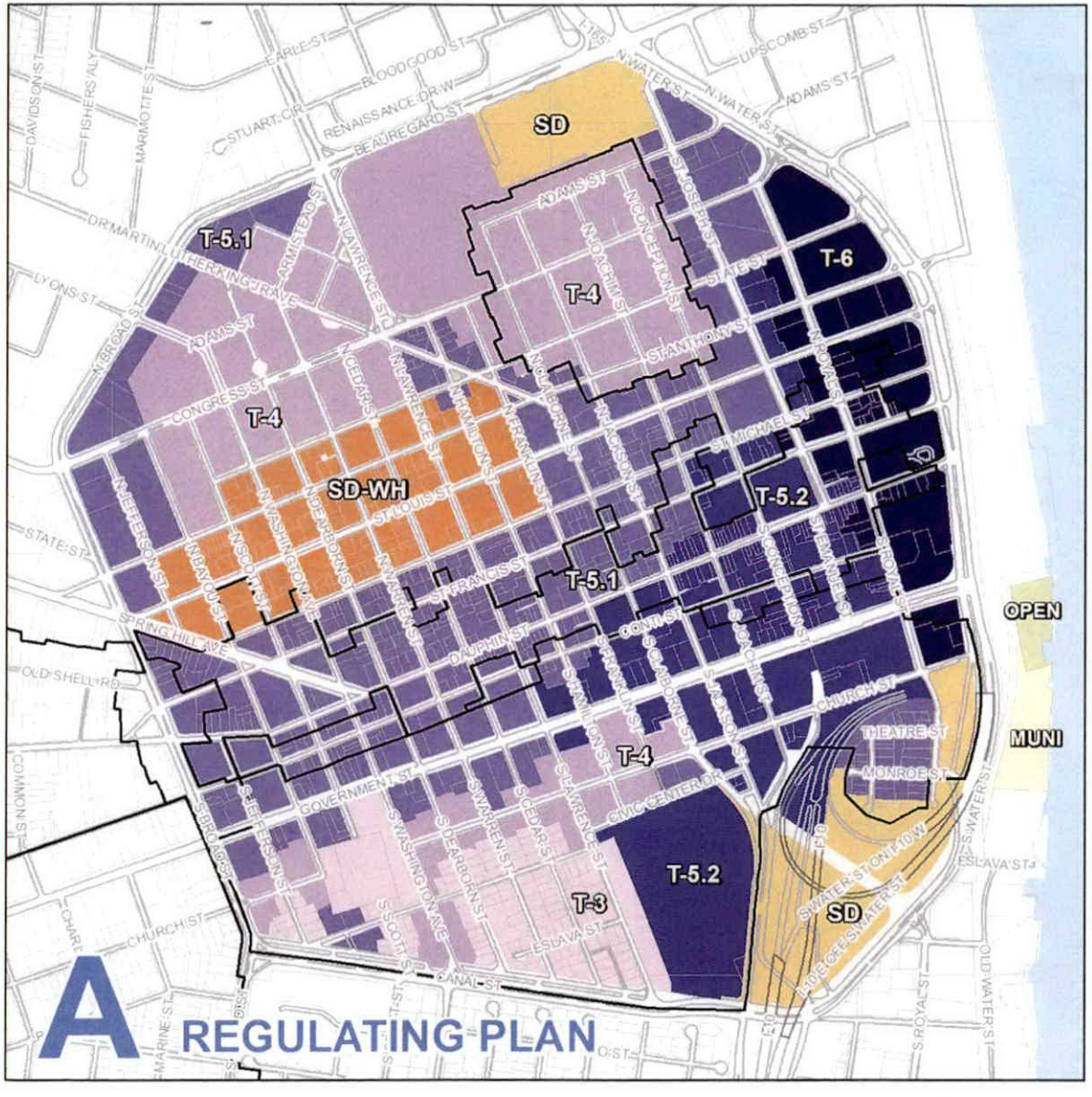
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), 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:

_____

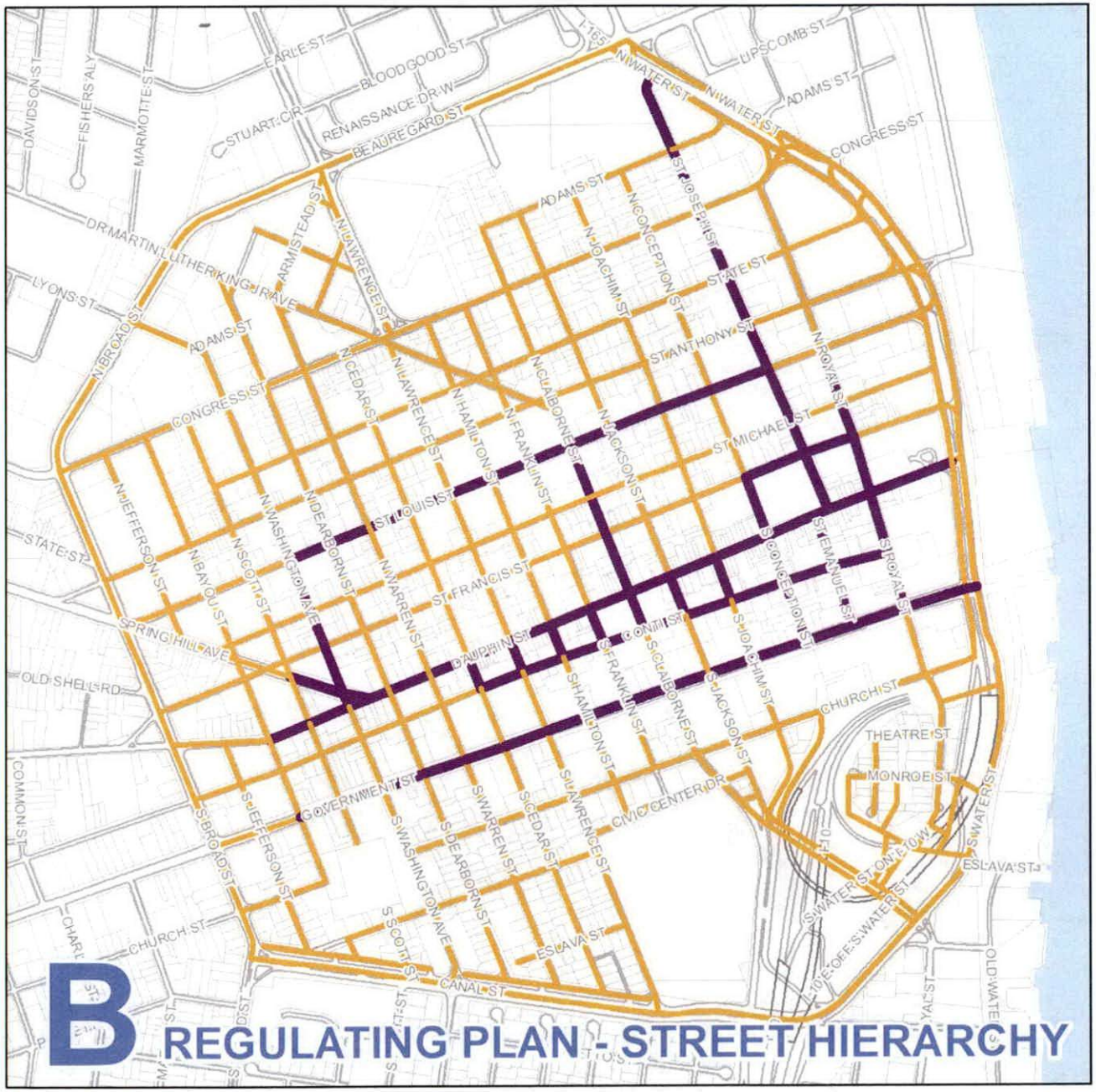
CITY CLERK



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.

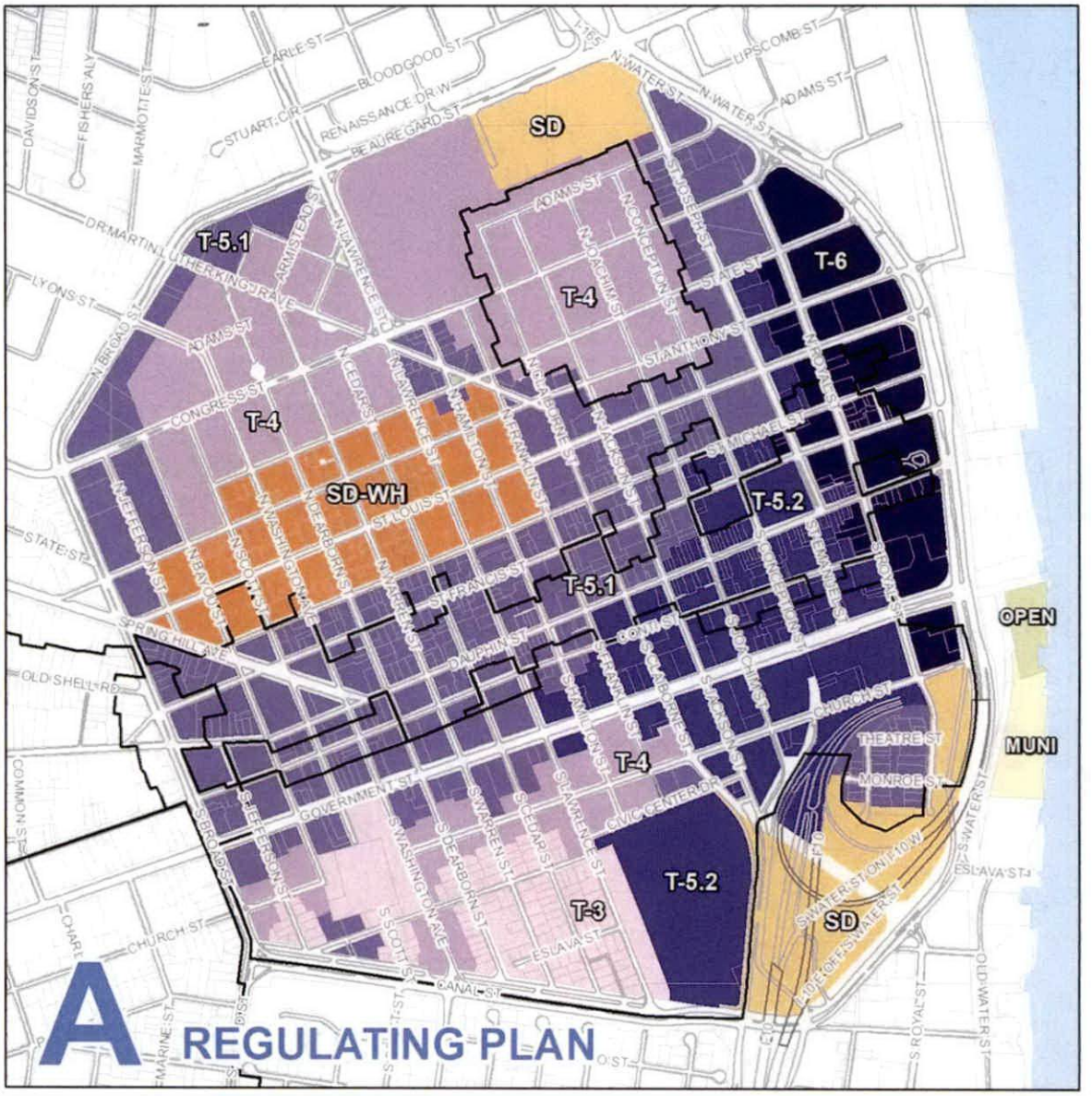

SD
T-5.1
T-6
T-4
T-4
SD-WH
T-5.2
T-5.1
OPEN
MUNI
T-4
T-5.2
T-3
SD
A REGULATING PLAN
T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

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

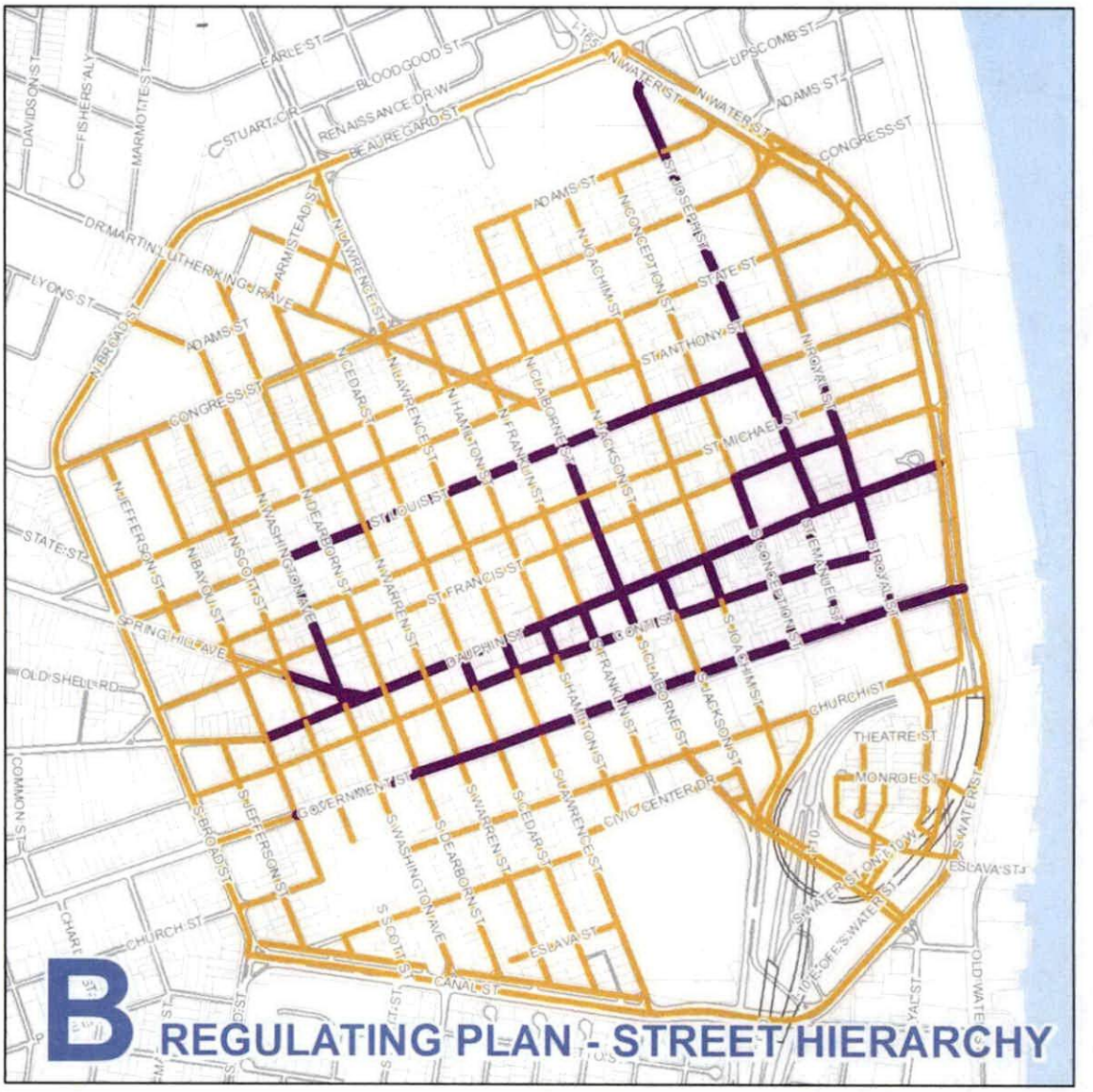


Plate B

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

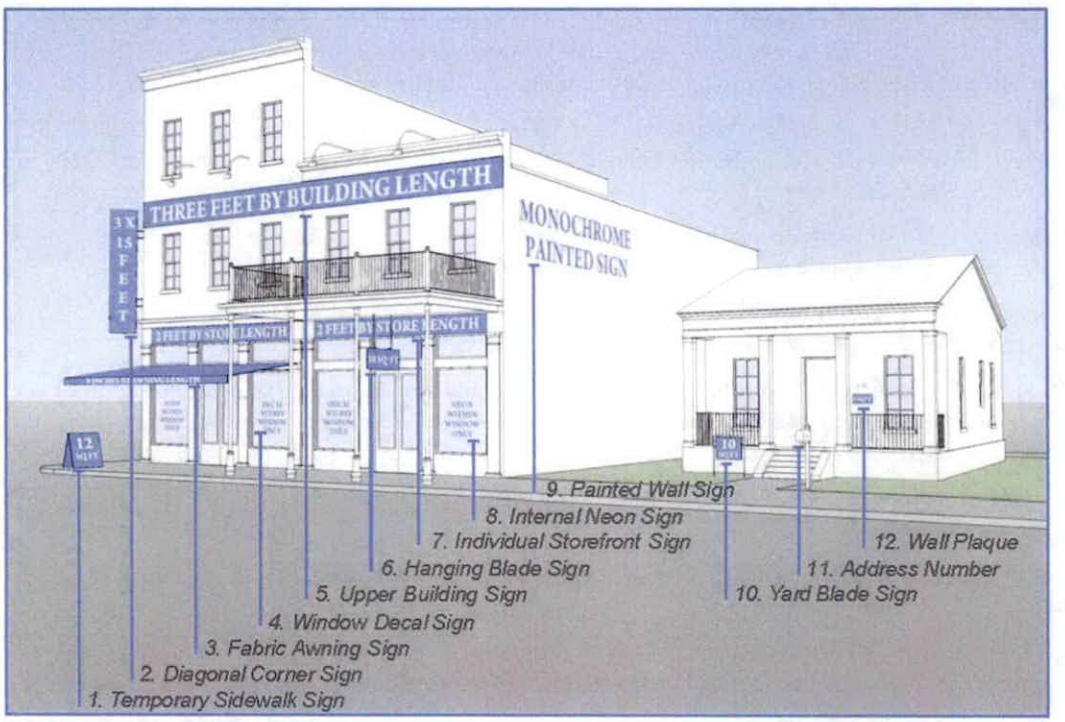
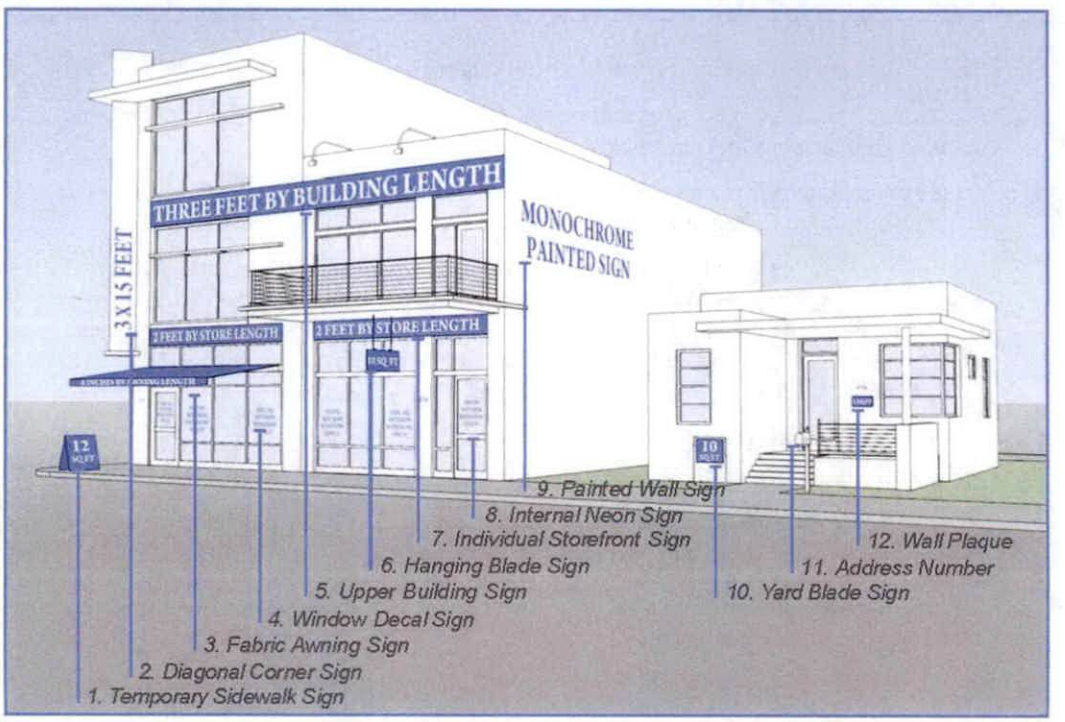


Illustration 6: Signage Placement



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 .1	T-5 .2	T-6	SD-WH	Muni	Open
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.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/6/2022

Sponsored by:

Council President Small and 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	12/2/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/2/2022 - 3:22 PM

[_____] 2022

A RESOLUTION CALLING FOR A PUBLIC HEARING PROPOSING THE CREATION OF A TAX INCREMENT FINANCING DISTRICT IN THE CITY OF MOBILE, AUTHORIZING THE PREPARATION OF A PROJECT PLAN, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO PERFORM CERTAIN ACTIONS REQUIRED BY ALABAMA LAW, AND DIRECTING THE PUBLICATION OF THIS RESOLUTION AS REQUIRED BY ALABAMA LAW.

Sponsored by: Council President Small & Mayor Stimpson

WHEREAS, the City of Mobile, Alabama (the "City") proposes the creation of a tax increment financing district ("TIF District"), tentatively titled Tax Increment Financing District 2 (hereinafter "TIF D2"), within the city limits of the City pursuant to Ala. Code §§ 11-99-1 *et seq.* (the "Act"); and

WHEREAS, pursuant to the Act, the City Council of the City desires to initiate certain procedures required by the Act and to authorize certain actions to be taken in furtherance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS FOLLOWS:

1. The City Council proposes the creation of TIF D2, pursuant to the Act. The proposed TIF District includes certain parcels of real property as depicted on **Exhibit A** hereto and incorporated herein by reference.

2. The Mayor of the City is hereby authorized to direct City staff to prepare a Project Plan for the development of TIF D2.

3. The President of the City Council (or in his absence, the president pro tempore) is hereby authorized and directed to make written or other submissions required and give any notices or notifications required by the Act, with respect to consideration of TIF D2, on behalf of the City Council.

4. The City Council shall meet at 10:30 a.m. on the 3rd day of January, 2023, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street, Mobile, Alabama, for the purpose of holding a public hearing, pursuant to Ala. Code §§ 11-99-1 *et seq.*, at which date, time and place all interested parties will be afforded a reasonable opportunity to express their views on the concept of tax increment financing, on the proposed creation of a tax increment district and its proposed boundaries, and its benefits to the City.

5. This Resolution shall be published at length in the *Lagniappe* on the 21st day of December, 2022, and on the 28th day of December, 2022, both of which publications shall be within the fifteen (15) day period immediately preceding the date of the public hearing, and shall constitute notice of the aforementioned pubic hearing.

6. Any prior actions taken by any officers of the City in connection with the proposed TIF District are hereby ratified and confirmed.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the **6th** day of **December, 2022**.

ADOPTED:

_____

Lisa C. Lambert, City Clerk

EXHIBIT A

Depiction of TIF D2 Proposed Boundaries

(attached)

Proposed Tax Increment Financing District

Dauphin Island Pkwy - south of Interstate 10

