AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 29, 2022, 10:30 AM

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

   Pastor Clinton L. Johnson, New Shiloh Missionary Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **PUBLIC HEARINGS**

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

    Public hearing to declare the structure at 1205 Noble C. Beasley, f/k/a Prichard, Avenue a public nuisance and order it demolished (District 1).

    Public hearing to declare the structure at 2010 Tucker Street a public nuisance and order it demolished (District 1).

11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Darlene Martin - Request donations for "Lead One Teach One".

    John Kozlinski - Request support for his ministry to homeless.

    Eric Overstreet - Homeless issues in Mobile.

Adrienne Edwards - What can be done to protect the homeless during inclement weather?

Rev. Byron Jackson - Provide information about the Agency for Substance Abuse Prevention.

Dr. Raoul Richardson - Provide information about Mobile Area Interface and programs at Metro Jail.

Kenneth Hughes - The urgency to approve Medevac Alabama's Certificate of Public Convenience and Necessity.

Fred Wheeler - Support of the current approach to annexation.

Yvette Young - Give information about annual fundraiser for Revitalize DIP.

Reggie Hill - Chapters 38 and 46 of the Municipal Code and ARP resolution and surplus spending ordinance.

Elizabeth Stevens - Comments regarding the Downtown Development District.

12. ORDINANCES HELD OVER

64-060 Ordinance to amend Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991 and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile Dept.).

64-063 Ordinance to amend proposed amendments to Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991, and proposed amendment to Appendix A, Downtown Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmembers Carroll and Jones).

64-064 rezone property located at the south side of Dauphin Street, 520' +/- east of Sage Avenue, extending to the east side of Sage Avenue, extending to the west termini of Exter Drive and Sherwood Drive, S., from LB-2 and R-3 to R-3 (sponsored by Councilmember Penn).

64-065 rezone property located at 2819 Government Boulevard from R-1 and B-2 to B-2 (sponsored by Councilmember Small).

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

08-1027 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoe; MFRD; $57,933.00 (sponsored by Mayor Stimpson) (submitted by John

Paine, Purchasing Dept.).

08-1028 Approve purchase order to Tyler Technologies, Inc. for annual continuing education services; $18,655.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1029 Authorize contract with Melvin Pierce Painting, Inc. for exterior renovations at the History Museum of Mobile; $442,550.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, Interim Director of REAM Dept.).

60-1030 Authorize Settlement Agreement and Release of Claims; Bell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1031 Approve Settlement Agreement and Release of Claims; Nelson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1034 Adopt the "Master Plan Civic Center Site by Populous 2022" (sponsored by Councilmembers Carroll and Jones).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-1035 Recommend approval to the ABC Board for issuance of a Special Retail (More than 30 Days) License to Holiday Inn Downtown Mobile; 301 Government Street (sponsored by Councilmember Carroll).

40-1036 Declare the structure at 1205 Noble C. Beasley, f/k/a Prichard, Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1037 Declare the structure at 2010 Tucker Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

58-1038 Declare weeds noxious, Group 1637.

58-1039 Declare weeds noxious, Group 1638.

58-1040 Authorize removal of weeds, Group 1635.

60-1041 Approve award of special bonus to the Administrative Services Employee of the Month; Rhodes (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-1042 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-1043 Determine an appropriation to Smith Memorial A.M.E. Church serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-1044 Determine an appropriation to the United Methodist Inner City Mission

of Mobile, Inc. serve a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

03-1062 Approve and confirm the appointments of Abe Harper, Jr. and Kelly McGriff to the Mobile Airport Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. RESOLUTIONS BEING INTRODUCED

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.

16. CALL FOR PUBLIC HEARINGS

41-1061 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to the Southwest Chapter of the Alabama Coalition of Citizens with Disabilities to operate a shuttle service (scheduled for December 13, 2022).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	11/1/2022 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 1:18 PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, John Seeba 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 - 8:30

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, 2022

VANESSA D WATSON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 12-21-2022

Notary Public

(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: 3770 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 3220 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 Aboscites

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:11/29/2022

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	11/23/2022 - 9:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	11/23/2022 - 9:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:42 AM

CITY CLERK DEPARTMENT
2022 NOV 22 PM 4:03

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: Darlene Martin Date: 11/22/22

Address: 2411 Cross St 36610

Phone: 251.487.4182 Email Dbaker302010@gmail.com

Date to Address City Council: 11/29/22

Subject (must be completed): Giving Tuesday - Asking donations for her organization Lead one TeachOne

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Kozlinski	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:45 AM

CITY CLERK DEPARTMENT
2022 NOV 22 PM 12:07

ADDRESSING THE CITY COUNCIL

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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 Kozlinski Date: 11/22/22

Address: 1710 Old Canal Belt 36604

Phone: 251-930-8135 Email j.koz@outlook.com

Date to Address City Council: 11/29/22

Subject (must be completed): Housing and Homelessness - Wants to Minister to homeless and would like City support and help.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Overstreet	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:46 AM

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

Y **comments will be limited to three (3) minutes**

Name: Eric Overstreet Date: 11-21-22

Address: 6680 Tanner Williams Road

Phone: 228-8454 Email: _____

Date to Address City Council: 11-29-22

Subject (must complete): Homelessness issue in Mobile

2022 NOV 21 PM 1:52 CITY CLERK DEPARTMENT

Specific Questions: _____

Signature: T.L via phone

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Edwards	Cover Memo	11/23/2022
Edwards	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:48 AM

CITY CLERK DEPARTMENT
2022 NOV 21 PM 1:09

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: Adrienne Edwards Date: 11/21/22

Address: 2654 Serigny Ct. 36605

Phone: 251.820.7715 Email: unitynow251@gmail.com

Date to Address City Council: 11/29/22

Subject (must be completed): Housing & Homelessness. What can we do to better help them in this weather and for the future?

Specific Questions:

Signature: Taken by Phone - KB

CITY CLERK DEPARTMENT
2022 NOV 21 PM 1:09

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: Adrienne Edwards Date: 11/21/22

Address: 2654 Serigny Ct. 36605

Phone: 251.820.7715 Email: unitynow251@gmail.com

Date to Address City Council: 11/29/22

Subject (must be completed): Housing & Homelessness. What can we do to better help them in this weather and for the future?

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jackson	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:49 AM

CITY CLERK DEPARTMENT
2022 NOV 18 PM 1:44

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: Rev. Byron Jackson Date: 11/18/22

Address: 12 Bradford Ct Weaver, AL 36277

Phone: 256.525.8191 Email ASAPFBSS@gmail.com

Date to Address City Council: 11/29/22

Subject (must be completed): Agency for Substance Abuse Prevention. December 8th & 9th. Wants to give Council and City information so the public can attend.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Richardson	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:50 AM

CITY CLERK DEPARTMENT

2022 NOV 21 AM 11:43

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: Dr. Raoul Richardson Date: 11/22/22

Address: 2754 Mawilla Dr 36606

Phone: 251.308.8725 Email Rrichardson@mobileareainterface.org

Date to Address City Council: 11/29/22

Subject (must be completed): Make aware of Organization, Mobile Area Interface, as well as programs at the metro Jail

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hughes	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:53 AM

CITY CLERK DEPARTMENT
2022 NOV 21 PM 12:27

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: Kenneth Hughes Date: 11/21/22

Address: 161 Saint Joseph St. 36602

Phone: 251.259.8137 Email Chughes@medevacalabama.com

Date to Address City Council: 11/29/22

Subject (must be completed): Wanting to address the urgency of getting Medevac Transport approved. There is a lack of ambulances in Mobile.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	11/23/2022 - 8:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Young	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 9:02 AM

CITY CLERK DEPARTMENT
2022 NOV 23 AM 8:56

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: Yvette Young Date: 11.23.22

Address: 5248 Villa Trace, Hoover, AL 35244

Phone: 6325843241 Email: yvetteyoung913@me.com

Date to Address City Council: 11-29-22

Subject (must complete):
Announce annual fundraiser for Revitalized DIP on 12/3/22. Additionally to state mission and objectives, to include recent accomplishments. Lastly to advise the condition of DIP regarding edging.

Specific Questions:

Signature: Yvette Young

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 11:35 AM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Wednesday, November 23, 2022 11:31 AM
To: Gauthier, Lana
Subject: 11/29 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

After speaking with Legislators yesterday (following the regular meeting), I learned that individuals still have not read the materials that I sent in last week. I presume this is why no one has any questions during my presentation.

In hopes of giving them even more time to review the information, I will briefly address Chapters 38 and 46 of the Mobile Municipal Code and finally get to those matters concerning an ARP Resolution and Surplus Spending Ordinance.

Also, I will let you know by Monday, I may address certain items on the Agenda as well.

Thanks, for your attention to this matter, and for always taking care of our Citizens that wish to engage in Municipal Government. It means more than you would ever imagine.

Have a great holiday break and see you all next week!

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Stevens	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 8:57 AM

Gauthier, Lana

From: Carroll Lambert, Lisa
Sent: Wednesday, November 23, 2022 7:49 AM
To: Gauthier, Lana
Subject: Fwd: November 29th Meeting

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

Begin forwarded message:

From: "chunter downtownmobile.org" <chunter@downtownmobile.org>
Date: November 22, 2022 at 4:39:25 PM CST
To: "Carroll Lambert, Lisa" <lisa.carroll@cityofmobile.org>
Subject: November 29th Meeting

Lisa,
Elizabeth will be speaking at the meeting next week on the ordinance to amend the DDD code. I don't think I need to sign her up in advance, but wanted to be sure I didn't miss an opportunity in case I'm mistaken.
Thanks and have a wonderful Thanksgiving!

Carol Hunter
Communications Director
261 Dauphin Street
Mobile, AL 36602
W: 251-459-8702
M: 251-604-5936

DOWNTOWN MOBILE ALLIANCE

"A vibrant public realm is what great urban environments are made of – their stimulating mix of activities and energy makes us want to visit again and again. Our enjoyment of such places is only human – but it is also the underpinning for healthy communities and local economies." -- *Phil Myrick – Urban Planner*

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

Shayla Beaco, Build Mobile

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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
ordinance	Cover Memo	11/21/2022
packet	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 2:54 PM

64-063 2022

AN ORDINANCE TO AMEND PROPOSED AMENDMENTS TO 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: Councilmembers 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 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 with the Downtown Development District, be, and the hereby are, amended so that they now read in full as set forth in the attached.

This ordinance shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code shall become effective on the date that the Uniform Development Code becomes effective, as set forth herein.

Adopted:

_____

CITY CLERK

RESOLUTION

Sponsored by: Councilmembers Carroll and Jones

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 PROPOSED AMENDMENTS TO SECTION 64.3.1, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND PROPOSED AMENDMENTS TO APPENDIX A, DOWNTOWN 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 AMENDMENTS TO PROPOSED AMENDMENTS TO SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND PROPOSED AMENDMENTS TO 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 **November 22, 2022**, 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, 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 Friday, **November 18, 2022**.

The proposed Downtown Development District (DDD) amendments will create a new Special District with development standards for the Civic Center site, add development standards for two existing sub-districts, correct text errors and amend the Regulating Plan map.

The proposed Special District – Civic Center is being created to guide the redevelopment of the Civic Center site and is intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

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 Special District for the Civic Center will create six new sub-districts. Each new sub-district is intended to guide future new development and redevelopment on the site, establishing height limits, setbacks and allowed uses.

SD-CC.1 sub-district: This sub-district contains the existing Civic Center Arena. This sub-district has no direct frontage on any of the existing abutting streets. This sub-district is buffered from existing residential and commercial developments by the SD-

CC.5 and .6 sub-districts. The maximum allowed building height is sixteen (16) stories, which accommodates the existing arena.

SD-CC.2 sub-district: This sub-district fronts South Claiborne Street, as well as where South Claiborne combines with South Jackson, South Joachim and South Conception Streets. The road frontage is directly adjacent to Interstate 10. The maximum allowed building height is sixteen (16) stories.

SD-CC.3 sub-district: This sub-district has frontage on the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is sixteen (16) stories.

SD-CC.4 sub-district: This sub-district establishes the southeast corner of the Civic Center site and has frontage on Canal Street and the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is sixteen (16) stories.

SD-CC.5 sub-district: This sub-district is located on the west side of the site, along South Lawrence Street. The maximum allowed building height is three (3) stories.

SD-CC.6 sub-district: This sub-district is located along Civic Center Drive, between South Lawrence Street and South Claiborne Street. The maximum allowed building height is three (3) stories.

The proposed amendments will also further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections and their associated tables:

Establishment of sub-districts.
Use table.
Property standards.
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 www.cityofmobile.org. 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	10/25/2022
NOTICE	Cover Memo	10/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 2:56 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
South side of Dauphin Street, 520'± East of Sage Avenue,
extending to the East side of Sage Avenue, 905'± South of Dauphin Street,
and extending to the West termini of Exter Drive and Sherwood Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID

PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential 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 October, 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 **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-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 **R-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:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING

THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential 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

SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.
Council District 1
Cory Penn

BURR & FORMAN LLP NO. 18612

Vendor City of Mobile 05692 Check Date 10/17/2022

Invoice	Date	Amount	Description
ZON-002202-202	10/17/2022	$388.50	Advertising Fee

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

BURR & FORMAN LLP
420 N 20th Street
Suite 3400
Birmingham, AL 35203

WELLS FARGO - Mobile Sub Operating

Check No. 18612
Date: 10/17/2022
Void After 180 days

Pay: ***Three hundred eighty-eight and 50/100 ***

$*******388.50***

Pay To The Order Of City of Mobile

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 17, 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 **SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)** for a change in zoning from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District** for the property located at the **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Carah Hall
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential 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:

1) **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

The rezoning should be subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $388.50. 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: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential 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 LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, 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 LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, 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**
$100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$150.00 (non-profit $50)

☐ **Planned Unit Development**
$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

SRV Housing Partners, LLC Attn: Thornton Ratliff — Name

thornton@srvhp.net — Email

c/o KORE, LLC 4700 Colonnade Place Birmingham, AL 35213 — Full Address (Street, City, State, Zip)

(205) 515-7800 — 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.

Graf Dairy, LLC Attn: Emil Graf — Name

Name (other owners, optional)

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

No improvements — Property Address

a portion of 02-29-08-19-1-001-013. — Parcel Number

LB-2 to R-3: 318,400 Sq.Ft. or 7.31+/- Acres
R-3 to R-3: 532,161 Sq.Ft. or 12.22+/- Acres
Property Area (acres or square feet)

LB-2 and R-3 — Present Zoning

R-3 — 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.

See attached Letters of Authorization
Applicant Signature

Date

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

See attached Letters of Authorization
Applicant Signature

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

ZONING FOR
SRV KO SUBDIVISION

1. APPLICANT.

SRV Housing Partners, LLC
Attn: Thornton Ratliff
c/o KORE, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

2. OWNER.

Graf Dairy, LLC
Attn: Emil Graf
1 Moulton Place
Mobile, AL 36608

3. PROPERTY INFORMATION.

Brief description of the property location: On the East side of S. Sage Avenue, 857'± North of Emogene Street.

Description of property to be rezoned from LB-2 to R-3: A portion of Lot 1, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in Instrument #2020015611 of said Probate Court Records of Mobile County, Alabama; said point being on the East right of way line of South Sage Avenue, as widened; thence along the South boundary of said Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, run S89°18'07"E 589.36 feet to a point; thence run S00°43'25"W 40.00 feet to a point; thence run S89°18'07"E 170.00 feet to a point on the West boundary of Lourando Subdivision, as per plat recorded in Map Book 5, Pages 572-573 of said Probate Court Records of Mobile County, Alabama; thence along said West boundary of Lourando Subdivision, run S00°43'25"W 388.48 feet to the Northeast corner of the aforementioned Lot 4, Graf Dairy; thence along the North boundary of said Lot 4, Graf Dairy, run N89°16'35"W 759.17 feet to the Northwest corner of Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the aforementioned East right of way line of South Sage Avenue, as widened; thence along said East right of way line of South Sage Avenue, as widened, run N00°41'53" E 428.14 feet to the Southwest corner of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in

Instrument #2020015611 of said Probate Court Records of Mobile County, Alabama; said point being the point of beginning. Containing 318,400 Square Feet or 7.31± Acres.

Description of property to be rezoned from R-3 to R-3: Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama. Containing 532,161 Square Feet or 12.22± Acres.

4. APPLICATION DESCRIPTION.

Contemplated use and character of improvements: To accommodate the increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up-scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77), which is currently Zoned R-3. To provide the amenities desired by the potential occupants, the applicant is contracting to purchase additional property (7.31± Acres) to the North of said Lot 4, Graf Dairy, which is currently Zoned LB-2, and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments and the amenities. There will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three-story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24" on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.

The applicant is requesting the additional acreage be rezoned from LB-2 to R-3 to avoid split-zoning of the newly created 19.53± Acre Lot.

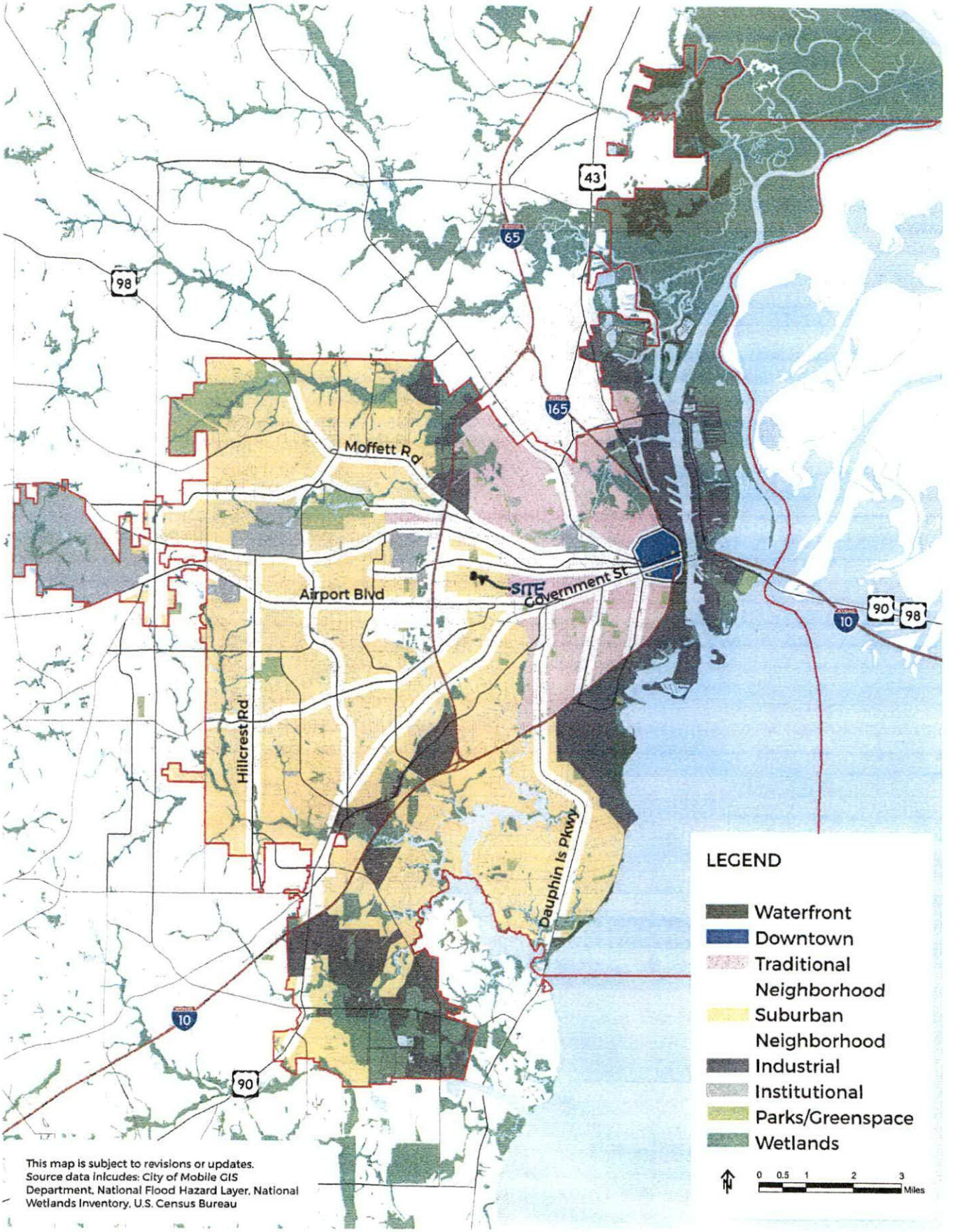
Time schedule for development: Groundbreaking in first quarter of 2023 with an anticipated final CO 18 months later.

5. PLAN CONSISTENCY STATEMENT.

Rezoning this LB-2 property to R-3 would be consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth), as the Development Framework Map – Development Areas shows that this area as "Suburban Neighborhood" (see attached map). Rezoning would also be consistent with The Future Land Use Map as it shows this area as Low Density Residential.

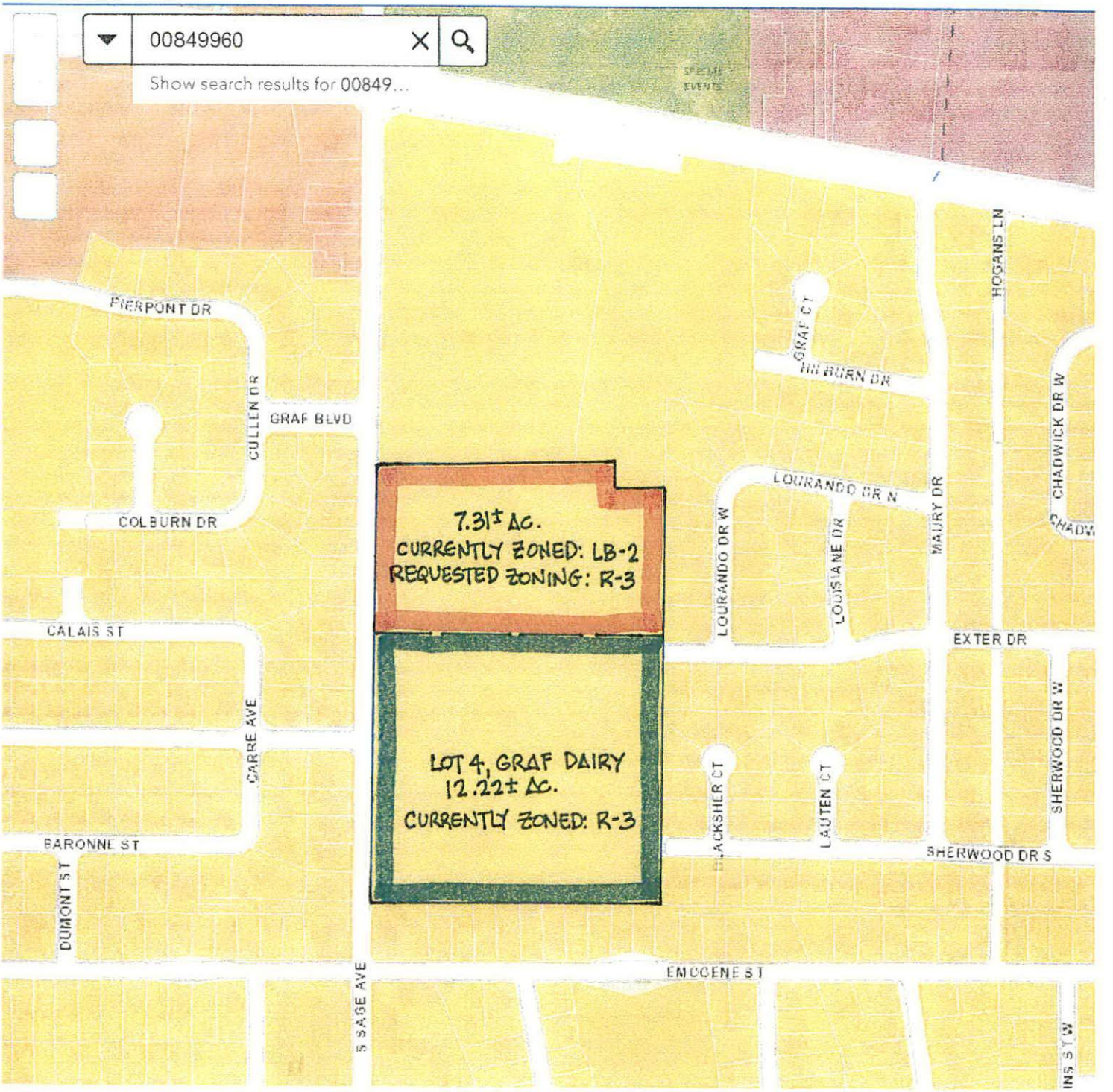
#5

DEVELOPMENT FRAMEWORK MAP - DEVELOPMENT AREAS



#5

Planning and Zoning City of Mobile



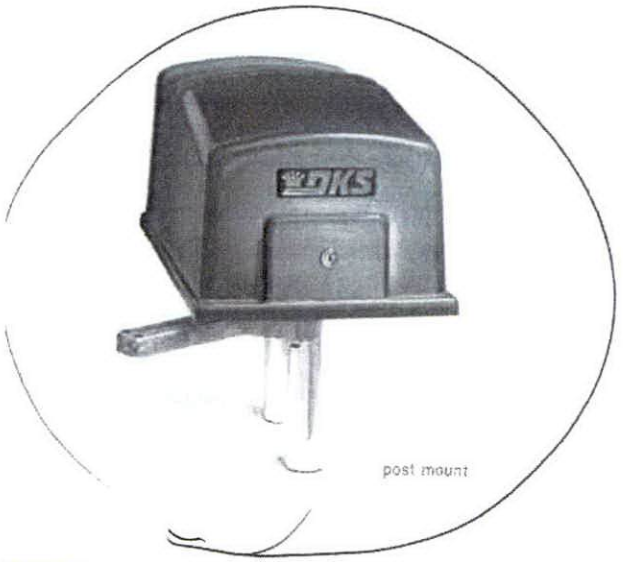
FUTURE LAND USE MAP: LOW DENSITY RESIDENTIAL

400ft

DOORKING

6050/6100 VEHICULAR SWING GATE OPERATOR

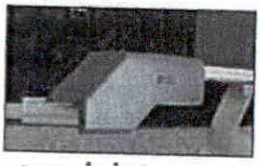
pad mount



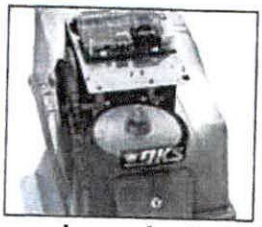
post mount

entrapment
prevention system
reverses gate on contact

smooth operation
no slamming when gate closes



arm joint cover
helps eliminate pinch points

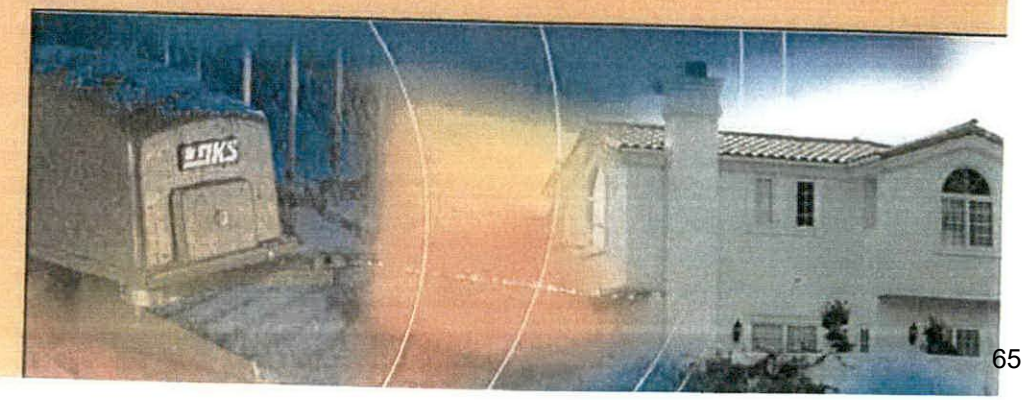


unique design
simplifies installation and provides easy access to all internal parts

FEATURES

- Electronic magnetic limits eliminate old style mechanical switches that can wear out, break or fail
- Automatic self-setting limits mean no limit switch adjustments – ever
- Safety – built-in mechanical and electronic reverse system
- Advanced microprocessor control board features programming switches to set the mode of operation required and has ports for DKS plug-in loop detectors to simplify wiring
- Polyurethane cover protects all critical components from the environment
- G90 galvanized steel frame prevents rusting
- This operator meets or exceeds the requirements of the UL 325 and UL 991 safety standards and is ETL Listed
- 5-year limited warranty

ACCESS CONTROL SOLUTIONS



DOORKING

1835 PC PROGRAMMABLE TELEPHONE ENTRY SYSTEM

flush mount
shown with trim ring sold separately

surface mount

wall mount

big characters
half inch LCD display

stainless steel
plate and anti-vandal features protects all internal parts

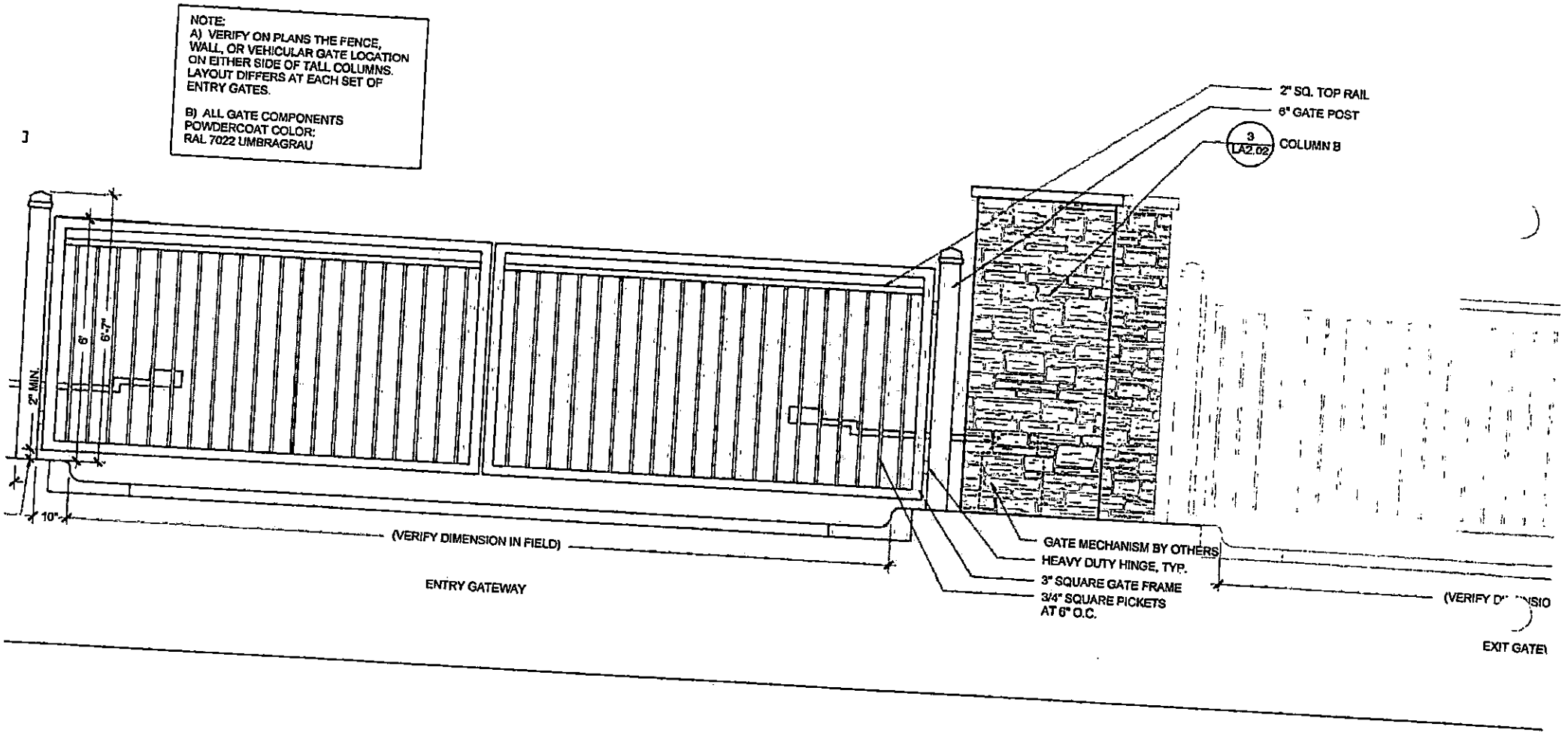
pc programmable
from your PC via modem or RS-232 interface

large scroll
and call buttons

FEATURES

- Provides both resident and visitor access control into and within apartment buildings, gated communities, condominiums, office buildings, factories and industrial sites
- Visitors use the phone system to communicate with a resident who can grant or deny access via their own touch-tone telephone
- Resident access control is provided by means of cards, digital PIN codes, or wireless transmitters
- PC programmable system allows programming from a pc via modem or RS-232 interface. DKS Remote Account Manager and Transaction Analysis software included
- Large A and Z scroll buttons and one touch CALL button makes system operation quick and easy
- 29 programmable security (permission) levels, each with four programmable time zones
- Control up to 16 entry points with optional "Tracker" expansion boards
- Elevator control option controls up to four elevators, each serving up to 64 floors

ACCESS CONTROL SOLUTIONS


NOTE:
A) VERIFY ON PLANS THE FENCE, WALL, OR VEHICULAR GATE LOCATION ON EITHER SIDE OF TALL COLUMNS. LAYOUT DIFFERS AT EACH SET OF ENTRY GATES.
B) ALL GATE COMPONENTS POWDERCOAT COLOR: RAL 7022 UMBRAGRAU
2" SQ. TOP RAIL
6" GATE POST
3
LA2.02
COLUMN B
6'
6'-7"
2" MIN.
10"
(VERIFY DIMENSION IN FIELD)
ENTRY GATEWAY
GATE MECHANISM BY OTHERS
HEAVY DUTY HINGE, TYP.
3" SQUARE GATE FRAME
3/4" SQUARE PICKETS AT 6" O.C.
(VERIFY D
EXIT GATE

OUTH SAGE AVENUE

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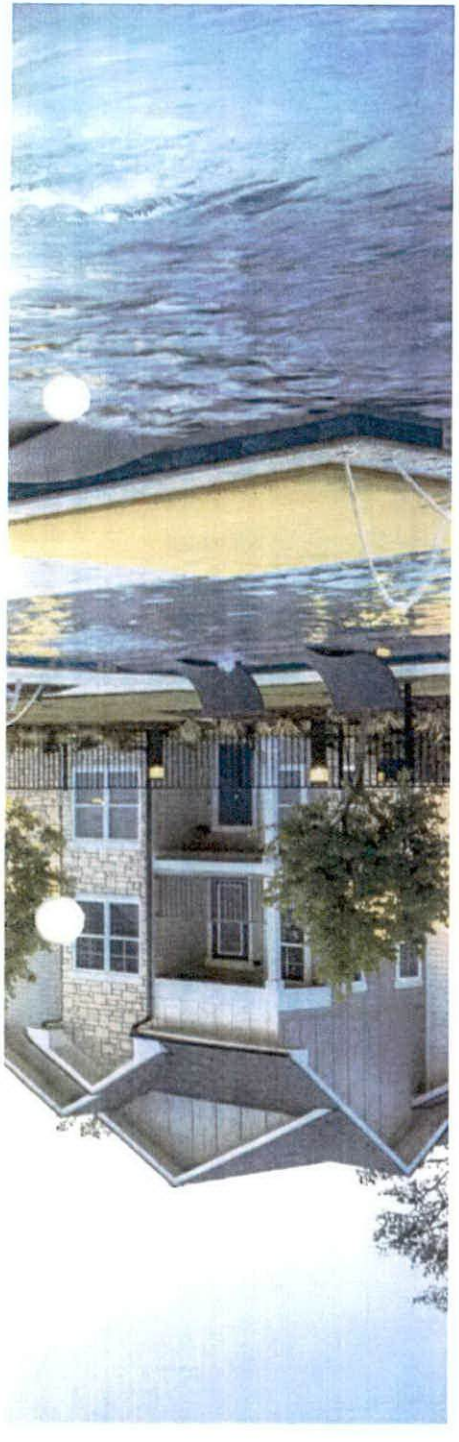

The
BEACON
AT NEW SMYRNA BEACH

Graf Dairy LLC
1 Moulton Place
Mobile, Alabama 36608

September 6, 2022

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for the Subdivision, PUD and Rezoning applications on my property on the East side of Sage Avenue between Dauphin Street and Emogene Street (tax parcel #02-29-08-19-1-001-013.).

Sincerely,

Emil Graf

SRV Housing Partners, LLC
c/o Kore, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

September 6, 2022

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf, as applicant, for the Subdivision, PUD and Rezoning applications on the property on the East side of Sage Avenue between Dauphin Street and Emogene Street (tax parcel #02-29-08-19-1-001-013.).

Sincerely,

Thornton Ratliff

Contemplated use and character of improvements:

To accommodate the
increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up-scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77), which is currently Zoned R-3. To provide the amenities desired by the potential occupants, the applicant is contracting to purchase additional property (7.31± Acres) to the North of said Lot 4, Graf Dairy, which is currently Zoned LB-2, and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments and the amenities. There will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three-story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24" on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.
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to avoid split-zoning of the newly created 19.53± Acre Lot.

Contact Info

APPLICANT.

SRV Housing Partners, LLC
Attn: Thornton Ratliff
C/O KORE, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

2007016709 Book-6141 Page-1702
Total Number of Pages: 7

3.50
915.00
938.50
10.00
948.50
2.00
950.50

State of Alabama Mobile County
I certify this instrument was filed on:
March 7, 2007 @ 4:38:50 PM

DEED TAX	$915.00
S.R. FEE	$2.00
SURCHARGE	$10.00
RECORDING FEES	$23.50
TOTAL AMOUNT	$950.50

2007016709
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

QUIT CLAIM DEED

FOR AND IN CONSIDERATION, of the price and sum of TEN and no/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **GEORGE E. GRAF, MARILYNN G. SULLIVAN, EMIL T. GRAF, III, LEONNA G. GLENN, CURTIS M. GRAF, MARIE L. GRAF FAMILY LIMITED PARTNERSHIP, and THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP,** hereinafter collectively called the GRANTORS, do hereby remise, release, convey and quit claim unto **GRAF DAIRY, L.L.C.**, of 637 Tudor Lane, Mobile, Alabama 36608, hereinafter called the GRANTEE, all of their right, title and interest acquired in that certain deed recorded at Real Property Book 4781, Pages 851- et seq. in the records of the Office of the Judge of Probate of Mobile County, Alabama in and to all that real property situated in the County of Mobile, State of Alabama and described as follows:

Beginning at the Southwest corner of Blacksher Downs, as per plat recorded in Map Book 6, Page 91 of the Probate Court Records, Mobile County, Alabama, run S 89° 22' 19" W 768.85 feet to a point on the East right of way line of Sage Avenue run 00° 28' 22" W 2012.64 feet to a point; thence continuing along said East right of way line of Sage Avenue run N 52° 03' 46" E 57.74 feet to a point on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street run S 81° 44' E 762.17 feet to a point; thence run S 08° 30' 59" W 143.42 feet to a point; thence run S 81° 36' 40" E 220.29 feet to point on the West boundary of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama; thence along said West boundary of Second Addition to Mary Emil Place run S 01° 00' 48" E 482.05feet to a point on the North boundary of Laurando Subdivision, as per plat recorded in Map Book 6, Pages

572-573 of the Probate Court Records, Mobile County, Alabama; thence along said North boundary of Laurando Subdivision run N 81° 50' 49" W 232.15 feet to the Northwest corner of said Laurando Subdivision; thence along the West boundary of said Laurando Subdivision and the West boundary of the aforementioned Blacksher Downs run S 00° 26' 50" E 1307.03 feet to the point of beginning. Less and except the following described property: Commencing at the Southwest corner of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama , run N 01° 00' 48" W along the West boundary of said Second Addition to Mary Emil Place, a distance of 258.06 feet to a point; thence run N 83° 12' 08" W 453.9 feet to the point of beginning of the property herein described; thence run N 84° 48' 09" W 142.5 feet to a point; thence run N 07° 16' 53" E 196.43 feet to a point; thence run S. 81° 44' E 109.18 feet to a point; thence run S 03° 05' 50" E 145.28 feet to the point of beginning. Containing 37.2164 Acres.

This property does not constitute any of the GRANTORS' homestead for the purposes of Alabama law.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining thereto.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, according to the terms, forever.

IN WITNESS WHEREOF, these presents have been executed on this the 18th day of May, 2006.

George E. Graf

GEORGE E. GRAF

MARILYNN G. SULLIVAN

EMIL T. GRAF, III

LEONNA G. GLENN

CURTIS M. GRAF

MARIE L. GRAF FAMILY LIMITED PARTNERSHIP

By:

GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP

By: Joan Dodici
As Power of Attorney for George K. Graf
As its General Partner

By: Joan Dodici
As President of GKG, Inc.
As its General Partner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that GEORGE E. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 2006.

Judith E. Thames
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that MARILYNN G. SULLIVAN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of May, 2006.

Brandy Taylor Cowe
NOTARY PUBLIC
My commission expires My Commission Expires 05/17/09

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that EMIL T. GRAF, III, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Judith C. Thames
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

ARIZONA
STATE OF ~~ALABAMA~~)
MARICOPA
COUNTY OF ~~MOBILE~~)

I, the undersigned Notary Public in and for said County and said State, hereby certify that LEONNA G. GLENN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of May, 2006.

RAFAEL ALARCON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 3, 2010

Rafael Alarcon
NOTARY PUBLIC
My commission expires 3 JANUARY 2010

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that CURTIS M. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Brandy McCoy
NOTARY PUBLIC
My commission expires My Commission Expires 05/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici + George E. Graf, whose name as _____ of THE MARIE L. GRAF FAMILY LIMITED PARTNERSHIP 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 such instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 10th day of May, 2006.

Judith C. Thames
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as Power of Attorney for George K. Graf, whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP 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 such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brandy Jayla Cook
NOTARY PUBLIC
My Commission Expires: 5/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as President of GKG, Inc., whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP 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 such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brandy Jayla Cook
NOTARY PUBLIC
My Commission Expires: 5/17/09

This Instrument Prepared By:

Bradley R. Sanders, Jr., Esq.
Lyons, Pipes & Cook, P.C.
P.O. Box 2727
Mobile, AL 36652
Phone: 251-432-4481

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $23.00 DeedTx: $2,907.00 MinTx $0.00
erk: KROBINSON ERecorded

STATE OF ALABAMA

2,906,974.83

COUNTY OF MOBILE

SL7-515991

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Graf Dairy, LLC, an Alabama limited liability company**, the Grantor, for and in consideration of the sum of Two Million Nine Hundred Six Thousand Nine Hundred Seventy-Four and 83/100 ($2,906,974.83.) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **AltaPointe Health Systems, Inc., an Alabama public corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

That portion of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument # 2020015611 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows:

All of Lots 2 and 3, a portion of Lot 1, and a portion of the service road, Graf Dairy as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Commencing at a Rester & Coleman capped rebar found at the Northwest corner of Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the East right of way line of Sage Avenue, as widened; thence along said East right of way line of Sage Avenue, as widened, run N 00° 28' 22" W 428.14 feet to the point of beginning of the property herein described; thence continuing N 00° 28' 22" W along said East right of way line of Sage Avenue, as widened, a distance of 864.51 feet to a Rester & Coleman capped rebar found at the P.C. of a curve to the right having a central angle of 98° 45' 39" and a radius of 50.00 feet; thence continuing along said East right of way line of Sage Avenue, as widened, run Northeastwardly along the arc of said curve a distance of 86.19 feet (chord bears N 48° 54'27" E, and measures 75.90 feet) to a rebar found at the P.T. of said curve; said point being on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street, run S 81° 42' 43" E 490.31 feet to a point; thence run S 08° 17' 17" W 79.74 feet to the P.C. of a curve to the left having a central angle of 40° 32' 32" and a radius of 125.00 feet; thence run Southeastwardly along the arc of said curve a distance of 88.45 feet (chord bears S 11° 58' 59" E, and measures 86.62 feet) to the P.T. of said curve; thence run S 32° 15' 15" E 13.29 feet to the

P.C. of a curve to the right having a central angle of 40° 44' 13" and a radius of 250.00 feet; thence run Southeastwardly along the arc of said curve a distance of 177.75 feet (chord bears S 11° 53' 09" E, and measures 174.03 feet) to the P.T. of said curve; thence run S 08° 28' 58" W 435.90 feet to the P.C. of a curve to the left having a central angle of 8° 27' 35" and a radius of 325.00 feet; thence run Southwardly along the arc of said curve a distance of 47.99 feet (chord bears S 04° 15' 10" W, and measures 47.94 feet) to the P.T. of said curve; thence run S 00° 01' 23" W 15.32 feet to a point; thence run S 89° 31'38" W 516.85 feet to the point of beginning.

No address, vacant land.

LESS AND EXCEPT:

Lot 2, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of Lot 2 Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the South right of way line of Dauphin Street; thence along the South right of way line of Dauphin Street, run S 81° 42'43" E 230.90 feet to the Northeast corner of said Lot 2, Graf Dairy; thence along the East boundary of said Lot 2, Graf Dairy, run S 08°17'17" W 226.08 feet to the Southeast corner of said Lot 2, Graf Dairy; thence along the South boundary of said Lot 2, Graf Dairy, run S 89°32'55" W 193.87 feet to the Southwest corner of said Lot 2, Graf Dairy; thence along the West boundary of said Lot 2, Graf Dairy, run N 00°27'05" W 258.54 feet to the point of beginning.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to the Grantee only the interest Grantor owns therein, if any;

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way, building setback line and prior mineral reservations and/or conveyances, if any, applicable to said property of record in the Probate Court records of Mobile County, Alabama; and further subject to the following:

1. Twenty-five (25) minimum building setback line, easements, buffer strips, the difference between record distance and/or bearings and actual distance and/or bearings along all

property lines, dedications, and notes, as shown on the plat of Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument No. 2020015011

2. Drainage easement granted the City of Mobile, a municipal corporation dated November 5, 1999 and recorded in Real Property Book 4784, page 1882.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to said property; that Grantor has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantor is in the quiet and peaceable possession of said property; and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof, unto the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has hereunto these presents to be executed on this the 12 day of March, 2020.

GRAF DAIRY, LLC

By: _____
EMIL THOMAS GRAF, III
Its Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **EMIL THOMAS GRAF, III**, whose name as **Manager** of **GRAF DAIRY, LLC**, is signed to the above and foregoing instrument, and who is known by me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, as such Manager and with full authority, executed the same voluntarily on the day the same bears date on behalf of said limited liability company.

Given under my hand and official seal of office on this the 12 day of March, 2020.

BRENDA G. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 29, 2021

Brenda G. Patrick
Notary Public
My Commission Expires:_____

Grantor(s) Address:
1 Moulton Place
Mobile AL 36608

Grantee(s) Address:
5750-A Southland Dr
Mobile, AL 36693

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287

)c: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $625.00 MinTx $0.00
erk: KROBINSON ERecorded

STATE OF ALABAMA $625,000.00

COUNTY OF MOBILE

SLT-S15982

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Robert Fonde Myers, a single man**, the Grantor, for and in consideration of the sum of Six Hundred Twenty-Five Thousand and No/100 Dollars ($625,000.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **AltaPointe Health Systems, Inc., an Alabama public corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

That portion of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in Instrument No. 2020015611 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of Lot 2, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street, run S 81° 42'43" E 230.90 feet to the Northeast corner of said Lot 2, Graf Dairy; thence along the East boundary of said Lot 2, Graf Dairy, run S 08°17'17" W 226.08 feet to the Southeast corner of said Lot 2, Graf Dairy; thence along the South boundary of said Lot 2, Graf Dairy, run S 89°32'55" W 193.87 feet to the Southwest corner of said Lot 2, Graf Dairy; thence along the West boundary of said Lot 2, Graf Dairy, run N 00°27'05" W 258.54 feet to the point of beginning.

Said property is vacant land and commonly referred to as R02-29-08-19-1-001-013.002.

No address, vacant land.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to the Grantee only the interest Grantor owns therein, if any;

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way, building setback line and prior mineral reservations and/or conveyances, if any, applicable to said property of record in the Probate Court records of Mobile County, Alabama; and further subject to the following:

1. Twenty-five (25) minimum building setback line, easements, buffer strips, the difference between record distance and/or bearings and actual distance and/or bearings along all property lines, dedications, and notes, as shown on the plat of Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument No. 2020015611.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for himself and for his heirs and assigns, hereby covenants with the said Grantee, its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to said property; that Grantor has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantor is in the quiet and peaceable possession of said property; and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof, unto the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons, whomsoever.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the 12 day of March, 2020.

Robert Fonde Myers (SEAL)
ROBERT FONDE MYERS

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that **Robert Fonde Myers**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 12 day of March, 2020.

BRENDA G. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 29, 2021

Brenda G. Patrick
NOTARY PUBLIC
My Commission Expires:_____

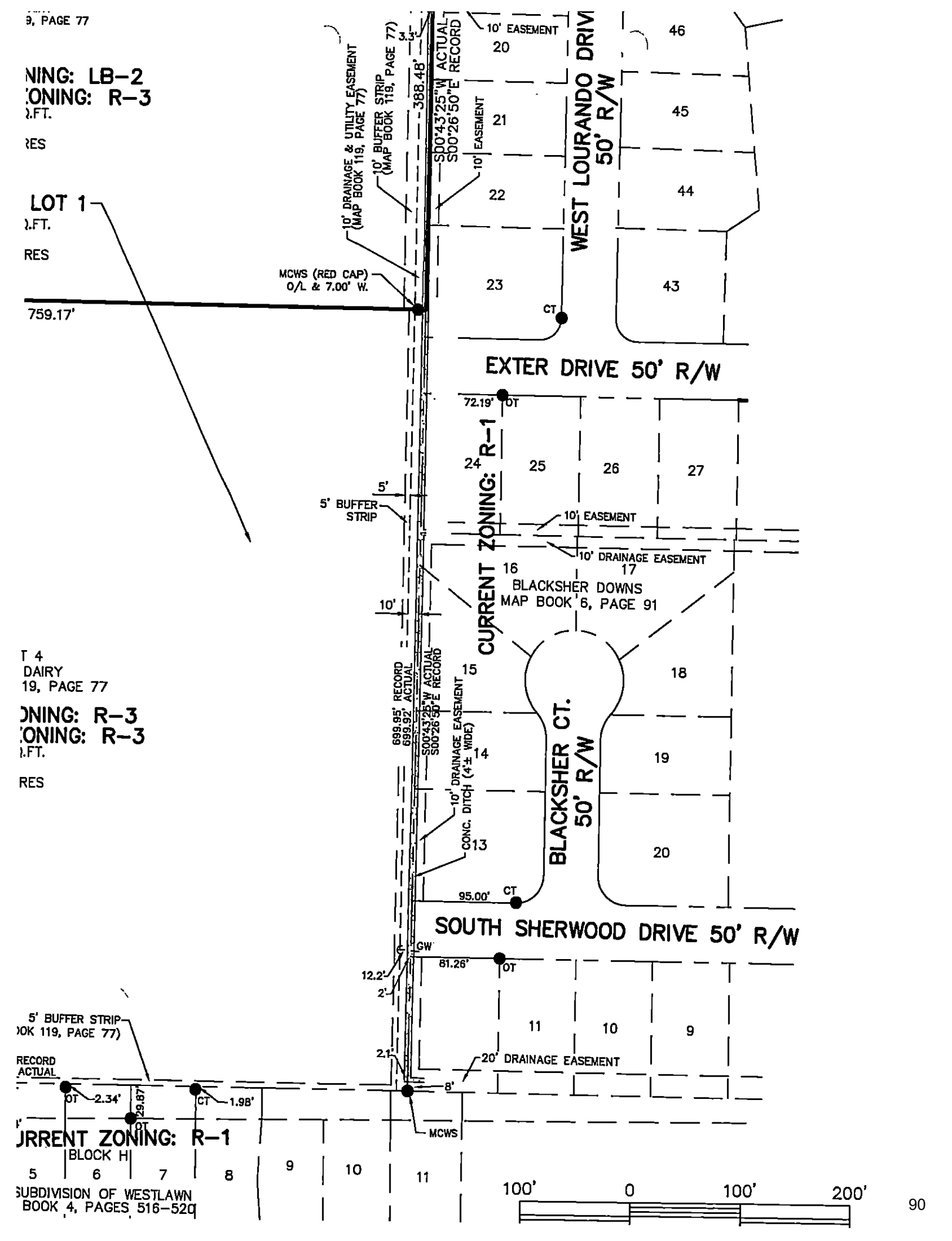
Grantor(s) Address:

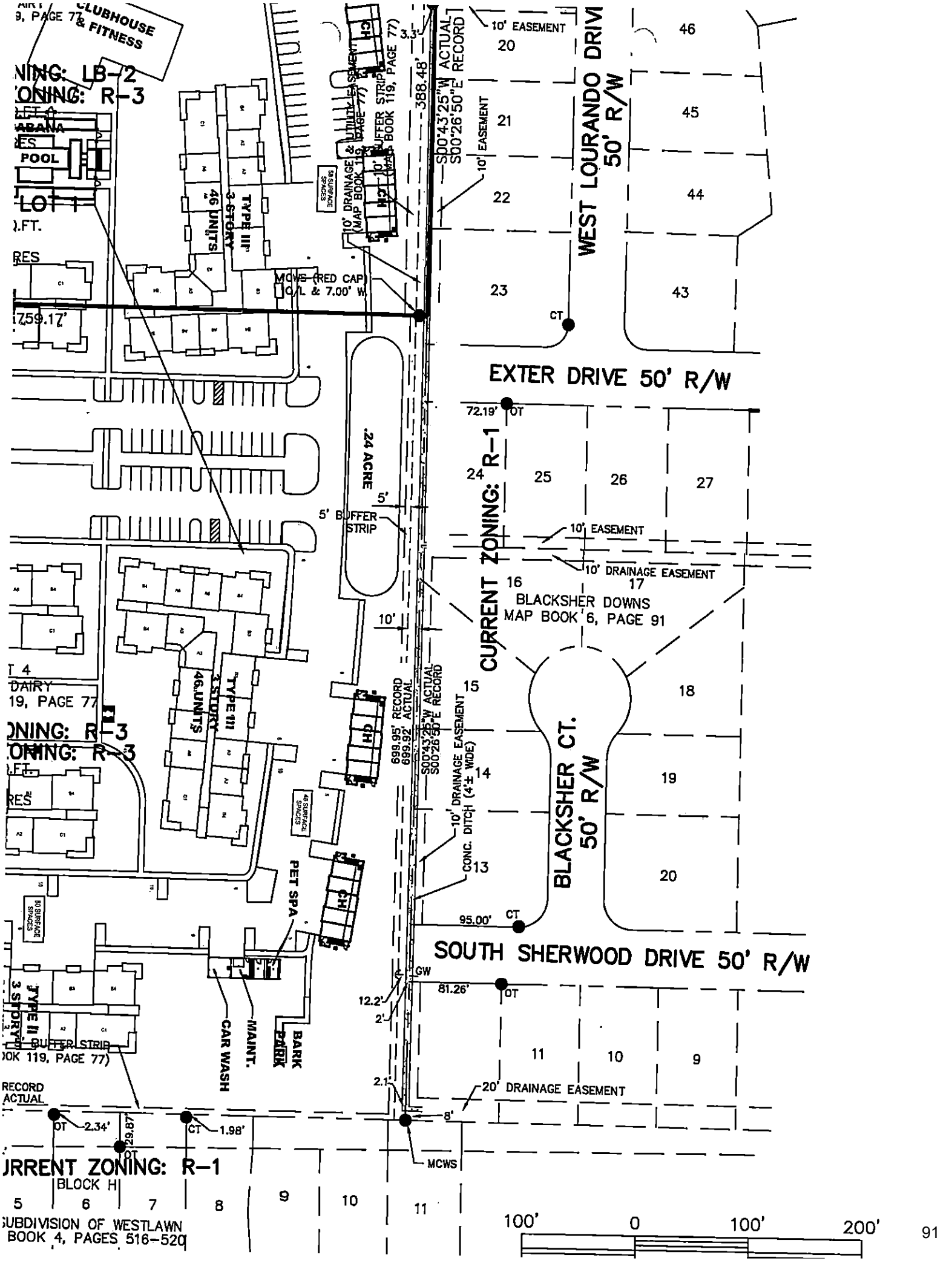
3511 Irene St.
Mobile, Alabama

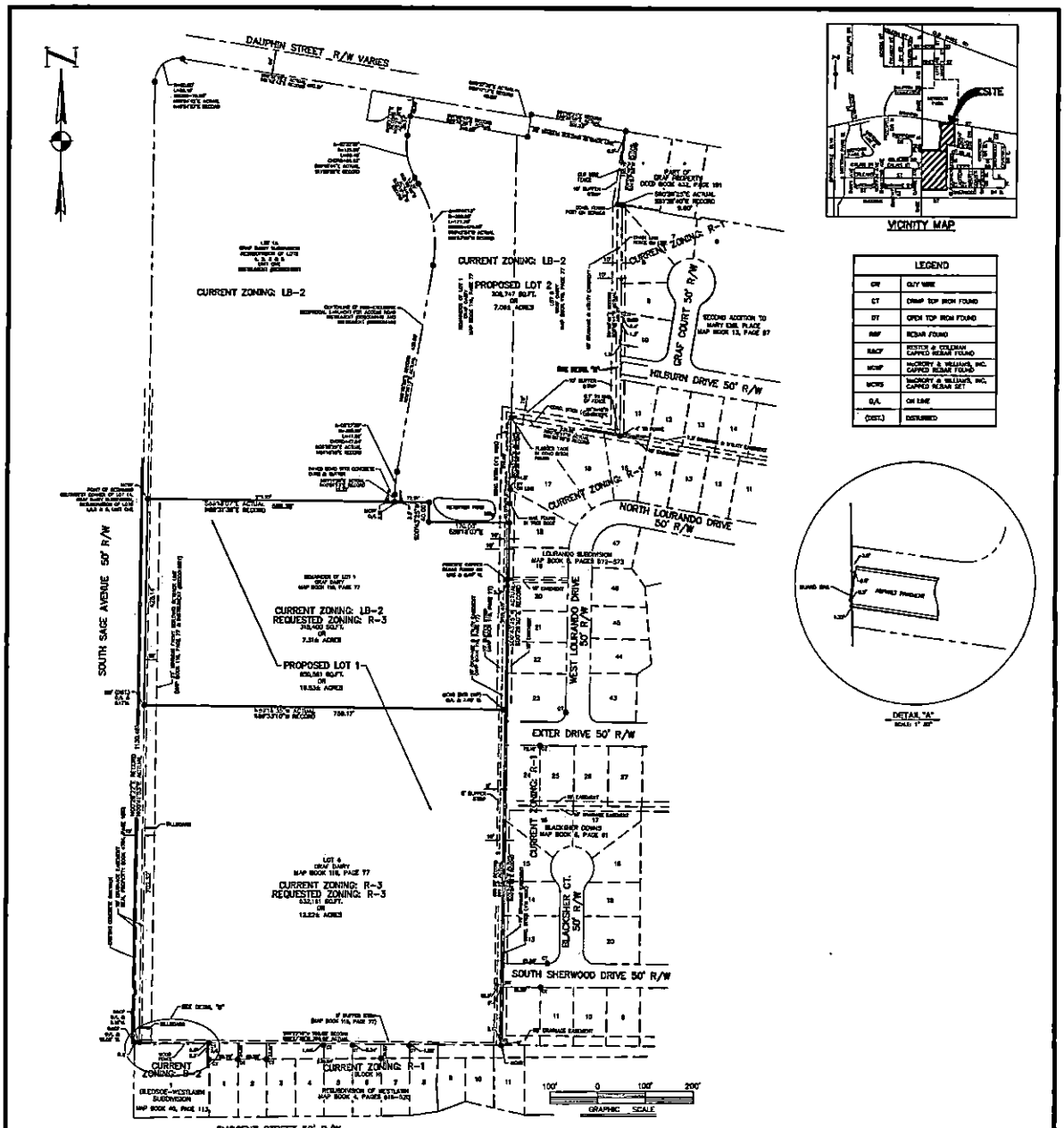
Grantee(s) Address:

5150-A Southland Dr
Mobile, AL 36693

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287

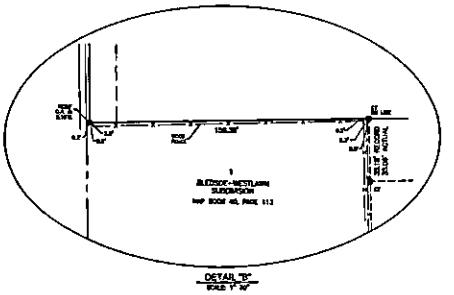

9, PAGE 77
NING: LB-2
ONING: R-3
.FT.
RES
LOT 1
.FT.
RES
759.17'
MCWS (RED CAP)
O/L & 7.00' W.
10' DRAINAGE & UTILITY EASEMENT
(MAP BOOK 119, PAGE 77)
10' BUFFER STRIP
(MAP BOOK 119, PAGE 77)
388.48'
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' EASEMENT
WEST LOURANDO DRIVE
50' R/W
EXTER DRIVE 50' R/W
72.19'
OT
CT
CURRENT ZONING: R-1
5' BUFFER STRIP
10' EASEMENT
10' DRAINAGE EASEMENT
BLACKSHER DOWNS
MAP BOOK 6, PAGE 91
BLACKSHER CT.
50' R/W
699.95' RECORD
699.92' ACTUAL
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' DRAINAGE EASEMENT (4'± WIDE)
CONC. DITCH
95.00'
SOUTH SHERWOOD DRIVE 50' R/W
GW
81.26'
12.2'
2'
2.1'
20' DRAINAGE EASEMENT
8'
MCWS
T 4
DAIRY
19, PAGE 77
ONING: R-3
ONING: R-3
.FT.
RES
5' BUFFER STRIP
OOK 119, PAGE 77)
RECORD
ACTUAL
OT
2.34'
29.87'
CT
1.98'
OT
URRENT ZONING: R-1
BLOCK H
SUBDIVISION OF WESTLAWN
BOOK 4, PAGES 516-520
100'
0
100'
200'


CLUBHOUSE & FITNESS
POOL
ZONING: LB-2
ZONING: R-3
LOT 1
46 UNITS
TYPE III 3-STORY
46 SURFACE SPACES
10' DRAINAGE & UTILITY EASEMENT (MAP BOOK 119, PAGE 77)
10' BUFFER STRIP (MAP BOOK 119, PAGE 77)
CH
3.3'
388.48'
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' EASEMENT
WEST LOURANDO DRIVE 50' R/W
MCWS (RED CAP) C/L & 7.00' W.
759.17'
CT
EXTER DRIVE 50' R/W
72.19'
OT
.24 ACRE
5'
5' BUFFER STRIP
CURRENT ZONING: R-1
10' DRAINAGE EASEMENT
BLACKSHER DOWNS
MAP BOOK 6, PAGE 91
10'
699.95' RECORD
699.92' ACTUAL
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' DRAINAGE EASEMENT
10' DITCH (4'± WIDE)
CONC. DITCH
BLACKSHER CT. 50' R/W
95.00'
SOUTH SHERWOOD DRIVE 50' R/W
PET SPA
CAR WASH
MAINT.
BARK PARK
GW
81.26'
12.2'
2'
2.1'
8'
20' DRAINAGE EASEMENT
MCWS
RECORD
ACTUAL
2.34'
29.87'
1.98'
CURRENT ZONING: R-1
BLOCK H
SUBDIVISION OF WESTLAWN
BOOK 4, PAGES 516-520
100'
0
100'
200'
91



VICINITY MAP

LEGEND	
OW	OUTY WIRE
CT	CRIMP TOP IRON FOUND
OT	OPEN TOP IRON FOUND
RBF	REBAR FOUND
RACF	RITTER & COLEMAN CAPPED REBAR FOUND
MCRF	McCRORY & WILLIAMS, INC. CAPPED REBAR FOUND
MCRS	McCRORY & WILLIAMS, INC. CAPPED REBAR SET
O/A	OH LINE
(DIST.)	DISTURBED



DESCRIPTION OF PROPERTY REZONING FROM LB-2 TO R-3

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2009015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA AND POINT BEING ON THE EAST BOUNDARY OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°16'07"E 588.38 FEET TO A POINT; THENCE RUN S00°43'35"W 40.00 FEET TO A POINT; THENCE RUN S89°16'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 9, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'35"W 268.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'07"W 758.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA AND ALSO BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N 00°17'53" E 482.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2009015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 308,400 SQUARE FEET OR 7.08± ACRES.

DESCRIPTION OF PROPERTY REZONING FROM R-3 TO R-3

LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,181 SQUARE FEET OR 12.22± ACRES.

OWNER: GRAF DAIRY L.L.C.
ATTN: CARL GRAF
1 MOULTON PLACE
MOBILE, AL 36608

APPLICANT: SRV HOUSING PROPERTIES, LLC
ATTN: THORNTON BATUFF
C/O RORE, LLC
4700 COLDWATER PLACE
BIRMINGHAM, AL 35243

NOTES:

1. 1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0281 E, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
   (ZONE X(UNSHADED)) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.
2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS ON WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.
3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.
4. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
5. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD 83, U.S. SURVEY FEET. RECORD BEARINGS AND DISTANCES BASED ON PLAT OF GRAF DAIRY (MAP BOOK 118, PAGE 77) AND GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5 (INSTRUMENT #2009015611) OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

McCrory Williams
INCORPORATED
Engineers Surveyors

3207 INTERNATIONAL CIR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mail@mccwms.com

S7703-2001

ZONING MAP
FOR
SRV KO SUBDIVISION
SECTION 19, T4S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=100'	DATE: Sep. 2, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

S7703-2001 SRV KO SUBDIVISION - ZONING MAP.dwg

GRAF DAIRY LLC
ATTN: EMIL GRAF
1 MOULTON PLACE
MOBILE, AL 36608

SRV HOUSING PARTNERS, LLC
ATTN: THORNTON RATLIFF
C/O KORE, LLC
4700 COLONNADE PLACE
BIRMINGHAM, AL 35243

DAUPHIN CENTER LLC
C/O INGE & ASSOC
118 N ROYAL ST
SUITE 700
MOBILE, AL 36602

DMJV LLC SUCCESSOR IN INTEREST
TO DAUPHIN MEDICAL
2890 DAUPHIN ST
MOBILE, AL 36606

CITY OF MOBILE
REAL EST DEPT, 4TH FLOOR
PO BOX 1827
MOBILE, AL 36633

McPHILLIPS ROSE A
60 CONCEPTION ST
MOIBLE, AL 36602

FLANDERS E LORENE & PAUL D
CAMPBELL
1903 OAK KNOLL DR
MOBILE, AL 36607

THOMAS ERIN NETTLES
9 GRAF CT
MOBILE, AL 36606

MOORE BRIAN M
35 MAURY DR
MOBILE, AL 36606

HOLLIS JENNIFER CONE, TRUSTEE
7600 THORNDIKE LANE
MOBILE, AL 36695

PERSONS PAUL F & CAROLYN L
3913 SCENIC DR
MOBILE, AL 36605

PING INVESTMENTS, LLC
PO BOX 8192
MOBILE, AL 36689

RMS, LLC
213 KINGSWOOD CT
MOBILE, AL 36608

CUNNINGHAM BRAXTON GRANVILLE
100 LAUTEN CT
MOBILE, AL 36606

RAMOS EMMANUEL A
6209 AARON DR S
MOBILE, AL 36608

US BANK-CUST/SASS MUNIV DTR
2 LIBERTY PLACE
50 S 16TH ST, STE. 1950
PHILADELPHIA, PA 19102

R&P EQUITIES LLC
435 LIBERTY ST
FAIRHOPE, AL 36532

KVALHEIM KENNETH C
421 DOGWOOD DR
MOBILE, AL 36609

WHITLOCK ROBERT E & RITA S
6604 LUBARRETT WAY
MOBILE, AL 36695

NRP LLC
22 EDGEFIELD RD
MOBILE, AL 36608

SEALE FRANCES ALICIA
2909 S SHERWOOD DR
MOBILE, AL 36606

HGM HOLDINGS LLC
C/O MEGAN L WARE FITZGERALD
949 THIRD AVE, STE. 200
HUNTINGTON, WV 25701

McNELLAGE BARNEY P & ANNE B
3004 GRAF BLVD
MOBILE, AL 36606

OLADEJO JACOB F & JULET C OLADEJO
3003 GRAF BLVD
MOBILE, AL 36606

CAT LLC
85 N SAGE AVE
MOBILE, AL 36607-2647

ALABAMA POWER CO
C/O TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35291

HOME SOLUTIONS, LLC
4060 TUNBRIDGE WELLS DR E
SEMMES, AL 36575

KING THOMAS K JR & JEANNIE KING
14 QUEENSWAY
MOBILE, AL 36608-2818

WONG KAI SHING
504 W HIGHLAND WOODS DR
MOBILE, AL 36608

UNORGANIZED CRIME LLC
PO BOX 160664
MOBILE, AL 36616

YB 124 SAGE LLC
PO BOX 1142
POINT CLEAR, AL 36564-1142

KALLER JOHN T
885 UNION BRANCH RD
CORAPEAKE, NC 27926

SAGE AVENUE BAPTIST CHURCH
C/O 3CIRCLE CHURCH
10274 ST HWY 104
FAIRHOPE, AL 36532

HUDSON DAMEON LEE
3050 EMOGENE ST
MOBILE, AL 36606

SAGE AVENUE BAPTIST CHURCH
150 S. SAGE AVE
MOBILE, AL 36606

LEWIS KARA
2808 EMOGENE ST
MOBILE, AL 36606

McCASKILL BRUCE & EUNICE TILLMAN
2854 EMOGENE ST
MOBILE, AL 36606

DC & MM ENTERPRISES LLC
27271 CREEKWOD DR
DAPHNE, AL 36526

DEES DANIEL & JANET
5608 GULF CREEK CIR
THEODORE, AL 36582

PLAN C LLC
2607 DAUPHIN ST, STE C
MOBILE, AL 36606

GLASS CHRISTINE & JOEL GLASS
10621 SANDPIPER DR
HOUSTON, TX 77096

TURNER ANNIE M
1105 S BROAD ST
MOBILE, AL 36603

SAWYER BROCK T
350 DEL SOL E
COVINGTON, LA 70433

REED PROPERTY INVESTMENTS LLC
C/I CALVILLO ALES
1110 HILLCREST RD, STE 1E
MOBILE, AL 36695

IRON POINT, LLC
3800 AIRPORT BLVD, STE #203
MOBILE, AL 36608

WATTS MICHAEL H
1211 GORGAS ST
MOBILE, AL 36605

BLEDSOE JAMES C EXEC U/W OF MIKE HOVEN
PO BOX 91641
MOBILE, AL 36691

LEWIS MARY
1846 N LAKE AVE
ONTARIO, CA 91764

TO POF THE PROP, LLC
2056 POINT LEGERE RD
MOBILE, AL 36606

HERNDON JOHN M
727 NATCHEZ TRAIL CT
MOBILE, AL 36609

TACON DAVID M
415 FAIRWOOD BLVD
FAIRHOPE, AL 36532

COTTON/PALM/ENSLAVA INC
PO BOX 2947
MOBILE, AL 36652

DYAS CHARLES L JR
2860-A DAUPHIN ST
MOBILE, AL 36606

MORWESSEL ROSEMARIE
C/O BBW BEAUTY BODY & WELLNESS
28 COUNTRY CLUB RD
MOBILE, AL 36608

McFADDEN A FRANK JR & C HOPE
2860 DAUPHIN ST, STE D
MOBILE, AL 36606

DAUPHIN OFFICE INVESTMENT
2862 DAUPHON ST
MOBILE, AL 36606

FIRST COMMUNITY BANK
C/O MORGAN MILLER
5299 OLD HWY 11
HATTIESBURG, MS 39402

FIRST COMMUNITY BANK
PO BOX 15549
HATTIESBURG, MS 39402

SARA K LLC & FRAZER LAND CO, LLC
2449 VENETIA RD
MOBILE, AL 36605

B/A REAL ESTATE LLC
2864-B DAUPHIN ST
MOBILE, AL 36606

ALTAPOINTE HEALTH SYSTEMS INC
5750-A SOUTHLAND DR
MOBILE, AL 36693

McPHILLIPS ARTHUR W SR
60 S CONCEPTION ST
MOBILE, AL 36602

TOLER DESMOND B & BETTY B
6 MAURY DR
MOBILE, AL 36606

BUSBEE GEORGE & AMY WOODWARD
8 MAURY DRIVE
MOBILE, AL 36606

ZOGHBY MARY STEPHENS
2862 JILBURN DR
MOBILE, AL 36606

CLARKE PATRICK R & DESIREE E CLARKE
2866 HILBURN DRIVE
MOBILE, AL 36606

CASSITY PATRICIA ANN
7 GRAF CT
MOBILE, AL 36606

PERRY SUSAN M
C/O JORDAN JOE CARL ETAL
15 S REED AVE
MOBILE, AL 36604

HEATH TIMOTHY A & KATHERINE C
6 GRAF CT
MOBILE, AL 36606

NETTLES JANE B
8 GRAF CT
MOBILE, AL 36606

DEUEL CHARLEY J & JANICE O
10 GRAF CT
MOBILE, AL 36606

SUDEIHA JAMES N & LISA M
2901 HILBURN DR
MOBILE, AL 36606

ROLDAN HELENA FORREST
2869 HILBURN DR
MOBILE, AL 36606

OLLIS KEVIN R SR & DEBORAH OLLIS
2867 HILBURN DR
MOBILE, AL 36606

WOOTON CYNTHIA T
2865 HILBURN DR
MOBILE, AL 36606

FAYARD KENNETH W & KONNIE N
2863 HILBURN DR
MOBILE, AL 36606

BOSCO DANIEL ANDREW
2880 N LOURANDO DR
MOBILE, AL 36606

ROHMER FRANK J & LE DUNG RAY
1120 W COLLEGE ST
SHERMAN, TX 75092

LITTLE FRANKLIN & DANDELION ROSE MAHAN
2888 N LOURANDO DR
MOBILE, AL 36606

NICHOLASON CYNTHIA W
30 W LOURANDO DR
MOBILE, AL 36606

PARRISH JULI
32 W LOURANDO DR
MOBILE, AL 36606

AUSTIN JORDANA W
38 LEMANS DR S
SATSUMA, AL 36572

ADAMS SHANNON L & WILLIAMS H ADAMS
38 W LOURANDO DR
MOBILE, AL 36606

YAGOUB ELYAS M
40 W LOURANDO DR
MOBILE, AL 36606

DAY JOUQUIN & TOMEKA
42 LOURANDO W
MOBILE, AL 36606

TANNER MEGHAN
399 W LOURANDO DR
MOBILE, AL 36606

COX MICHELLE
C/O CHAPMAN MARSHEA T ET AL
35 LOURANDO W
MOBILE, AL 36606

HONE ERVIN B
33 LOURANDO DR
MOBILE, AL 36606

STEPHENS MICHAEL C & MERLE REBECCA
31 W LOURANDO DR
MOBILE, AL 36606

SCHNADELBACH CLAY F & FRANCES L DRAKE
2877 N LOURANDO DR
MOBILE, AL 36606

McNELLAGE WALTER PATRICK
30 LOUISIANE DR
MOBILE, AL 36606

CARTER AFLOUNDRA & COLEMAN M CARTER
32 LOUISIANE DR
MOBILE, AL 36606

MORGAN JOHN WARREN & MARY H
34 LOUISIANE DR
MOBILE, AL 36606

HARRIS CARLETTE S
PO BOX 40044
MOIBLE, AL 36640

McMAHON MARY E
2905 EXTER DR
MOBILE, AL 36606

STUBBLEFIELD DANIEL GAINES & KELLY EVEREST
2883 EXTER DR
MOBILE, AL 36606

PARTRIDGE JOHN G
2877 EXTER DR
MOBILE, AL 36606

GASTON ENCHANTRA TYESE
102 LAUTEN CT
MOBILE, AL 36606

VANHOOF JAMES JOSEPH
101 BLACKSHER CT
MOBILE, AL 36606

CHAPMAN CHRISTOPHER L
100 BLACKSHER CT
MOBILE, AL 36606

WALTERS VIRGIL M
108 BLACKSHER CT
MOBILE, AL 36606

REISENWEBER CHAD ALLEN
2919 S SHERWOOD DR
MOBILE, AL 36606

SWAIN GREORY S & KAREN H
2917 SHERWOOD DR S
MOBILE, AL 36606

ADDIS JUTUS J IV
2915 SHERWOOD DR
MOBILE, AL 36606

CLARK PAMELA
3009 COLBURN DR
MOBILE, AL 36606

LUCAS BART R & CAROLYN S
63 CULLEN DR
MOBILE, AL 36606

LUCAS LEONARD R & LAVERNE J
59 CULLEN DR
MOBILE, AL 36606

WALCH MICHAEL DREW
18 HOMER
MOBILE, AL 36606

JACKSON FLORA B
3005 GRAF BLVD
MOBILE, AL 36606

HUNDLEY LATASHA NECOLE
30 S SAGE AVE
MOBILE, AL 36606

JILES EDNA B JACKSON
3000 GRAF BLVD
MOBILE, AL 36606

GOSS JOHN D & GARNETT C
3002 GRAF BLVD
MOBILE, AL 36606

THOMAS CEOLA & BELINDA F THOMAS
3001 GRAF BLVD
MOBILE, AL 36606

SMITH JAMES & VERA
58 S SAGE AVE
MOBILE, AL 36606

BEATTIE JAMES D & DOROTHY H
62 S SAGE AVE
MOBILE, AL 36606-4136

BONNER DAISY M & FREDERICK DOUGLAS BONNER
102 SAGE AVE S
MOBILE, AL 36606

PARKER PATRICIA A
106 S SAGE AVE
MOBILE, AL 36606-4137

JONES HAROLD & SONYA D
110 S SAGE AVE
MOBILE, AL 36606

MOORE JERRY M & MARTHA M
109 CARRE AVE
MOBILE, AL 36606

FAUSAK LOIS CATCHINGS
107 CARRE AVE
MOBILE, AL 36606

SMITHERMAN DONALD
3008 CALAIS ST
MOBILE, AL 36606

JERNIGAN SARAH J
3009 BARONNE ST
MOBILE, AL 36606

KNIGHT SHERMIKA D GILL
121 CARRE AVE
MOBILE, AL 36606

BRISBANE MICHAEL K
117 CARRE AVE
MOBILE, AL 36606

JERNIGAN CHARLES HAGOOD JR
116 SAGE AVE S
MOBILE, AL 36606

WATTS ARNOLD & ELOISE ELIZA
120 S SAGE AVE
MOBILE, AL 36606-4153

McLEOD JONATHAN
112 S SAGE AVE
MOBILE, AL 36606-4153

BUSH JERRY TRENTIS
3006 EMOGENE ST
MOBILE, AL 36606

MITCHELL BRITTNY A
2850 EMOGENE ST
MOBILE, AL 36606

WEBB LENDON FRED II & MARY BETH BAXLEY
2852 EMOGENE ST
MOBILE, AL 36606

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2856 EMOGENE ST
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2858 EMOGENE ST
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2371 CONNELL DR
PENSACOLA, FL 32503

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

NAME	SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
SUBDIVISION NAME	SRV KO Subdivision
LOCATION	South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.
CITY COUNCIL DISTRICT	District 1
PRESENT ZONING	LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District
PROPOSED ZONING	R-3, Multi-Family Residential District
AREA OF PROPERTY	2 Lots / 26.6± Acres (Subdivision and PUD) 1 Lot / 19.5± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from three (3) legal lots of record; Planned Unit Development Approval to allow multiple buildings on a single building site, and shared access between multiple building sites on a private street; and Rezoning from LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not Provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that LOT 1 and LOT 2 must provide stormwater detention for the 100-year (post-development) frequency storm event and limit the release rate to the 2-year (predevelopment) frequency storm event.
C. 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.
D. 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.
E. 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.
F. 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.
G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

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

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management

and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.

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 three (3) legal lots of record; Planned Unit Development Approval to allow multiple buildings on a single building site, and shared access between multiple building sites on a private street; and Rezoning from LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The site has been given a Low Density Residential (LDR) 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 existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

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

There is an extensive history associated with this site. In 2008, applications for Rezoning, PUD and Subdivision were submitted for this site and the overall 38± acre property which included the R-3 portion of the current applications. The requests were revised and multiple public hearings set; however, the last (rezoning) notice of public hearing for the two lots at the corner stated those sites were to be rezoned from R-1 to B-2 to "allow a bank, drug store." The rezoning(s) were ultimately approved by the City Council, with several conditions; one of the conditions was an approved PUD.

In 2016, a PUD application was submitted for shared access between three lots, one of the lots included a proposed car wash. The 2016 PUD was approved; however, the PUD expired, thus the applicant had to re-apply.

A new PUD application was submitted in 2018 for shared access between three (3) lots, including a car wash on one of the lots. During the course of this application, the Planning Commission was advised that the rezoning in 2008 restricted the two corner lots (Dauphin Street and South Sage Avenue) to a bank and drug store. The Planning Commission denied the PUD. The applicant then appealed the denial to the City Council, and the City Council upheld the Planning Commission's decision.

Most recently, at the Planning Commission's December 19, 2019 meeting, a three (3) lot Subdivision, PUD, and Rezoning application were approved, but only one (1) lot was recorded. The applicant now wishes to record the previously approved "Lot 2A" as "Lot 2", and combine the previously approved "Lot 3A" with an existing lot to the South to create the currently proposed Lot 1.

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 Dauphin Street, South Sage Avenue, Exter Drive, South Sherwood Drive. Dauphin Street is a minor arterial road at this location, and per the Major Street Plan, should have a minimum right-of-way of 100-feet. The preliminary plat shows Dauphin Street having a variable right-of-way. Based on previous approvals, this segment of Dauphin Street has sufficient existing right-of-way, therefore the plat should be revised to indicate the existing minimum distance to the centerline. It should be noted that a portion of right-of-way along the Dauphin Street Service Road was shown as "to be vacated" on a plat recorded in 2020. If the applicant wishes to incorporate that portion of land into the subject site, the vacation of the right-of-way should be completed prior to the signing of the Final Plat, if approved. South Sage Avenue is also a minor arterial road at this location, and per the Major Street Plan, should have a minimum right-of-way of 50-feet. The preliminary plat shows the existing right-of-way is 50-feet, making no dedication necessary. Both Exter Drive and South Sherwood Drive are minor streets with ribbon curb and gutter, with existing compliant rights-of-way of 50-feet, making no dedications necessary.

The proposed lot sizes are provided in square feet and acres, and meet the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.

The 25-foot front minimum building setback is shown along South Sage Avenue and a portion of Dauphin Street. If approved, the 25-foot setback should be shown along all public street frontages on the Final Plat.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved. Furthermore, a note should be placed on the Final Plat prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive and Lot 2 from direct access to Hilburn Drive.

There are drainage and utility easements which are shown for both proposed lots. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the easement holder's permission.

The preliminary site plan depicts a 5-foot buffer strip where the site abuts R-1, Single-Family Residential District, however it should be noted that the Zoning Ordinance requires a minimum 10-foot residential buffer where commercial development (Lot 2) abuts residential. As the Subdivision Regulations do not require this buffer, if approved, it should either be removed from the Final Plat, or revised to show 10-feet.

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

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

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

The site plan submitted shows a multi-family development on the proposed Lot 1 of the Subdivision; no development is proposed for Lot 2 at this time. The development is depicted as having a total of 358 dwelling units in nine (9) structures, as well as a clubhouse and fitness center, pool with cabana, a trash compactor, car wash, dog park, pet spa, and twelve (12) freestanding garage structures. Based on the size of the subject property, it should be noted that the site could potentially have 561 dwelling units.

The applicant states:

> *Contemplated use and character of improvements: To accommodate the increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up—scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77) and additional property (7.31± Acres) to the North, between said Lot 4, Graf Dairy and Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One (Instrument #2020015611) and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments*

and the amenities. The applicant is requesting to revise the previously approved PUD to reflect the new lot layout shown on the submitted Preliminary Plat because there will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three—story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24"on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.

As the proposed development is to have 358 dwelling units, 537 parking spaces are required. The site plan submitted depicts 446 parking spaces in the parking lot, with 96 additional parking spaces located within the proposed freestanding garages, for a total of 542 parking spaces available. If approved, a compliant photometric site plan will be required at the time of permitting.

The applicant states that the proposed buildings will be three (3) stories tall. It should be noted that the Zoning Ordinance limits structures to 45-feet tall in R-3 districts. If the proposed structures are to be taller than 45-feet, Section 64-4.C.2. of the Zoning Ordinance allows additional height, if increased setbacks are provided. If approved, the applicant should place a note on the site plan stating the maximum height of the proposed structures.

As the site abuts an R-1, Single-Family Residential District to the East, a compliant residential buffer should be required. The site plan submitted depicts a wooden privacy fence along the property line, but does not mention the height. If approved, the site plan should be revised to state that the fence will be a minimum of six-feet tall, not to exceed three-feet tall within the 25-foot front setback along South Sage Avenue.

The applicant states that both the entrance to the site from South Sage Avenue and the existing private street will have electronic gates, but the site plan submitted does not depict the proposed gate locations. If approved, the site plan should be revised to depict the gate locations, state that they are electronically operated, and provide a minimum of one (1) queuing space (9-feet x 20-feet) to provide room for vehicles to pull off the right-of-way while waiting for the gate to open. The gate should also be designed in such a way to comply with Fire Department access requirements.

The applicant states that existing trees on the site will be preserved, but does not indicate any on the site plan or preliminary plat submitted. If approved, all existing trees to be preserved should be indicated on the site plan with their size and species provided. Furthermore, the proposed development will be required to fully comply with tree planting and landscape area requirements, with tree planting to be coordinated with staff.

The site plan submitted depicts the proposed trash compactor in a compliant location, but makes no mention of any enclosure or sanitary sewer connection. If approved, the site plan should be revised to include notes the trash compactor will comply with these requirements.

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 applicant is proposing to rezone the proposed Lot 1 to correct the split-zoning issue that would result, should the proposed Subdivision be approved. The site is bounded by R-1, Single-Family Residential property to the East and West, R-1 and B-2, Neighborhood Business District to the South, and LB-2, Limited Neighborhood Business District to the North.

As a significant portion of the subject site is currently zoned R-3, and the remaining portion is proposed to be rezoned from commercial to residential use, approval of the request may be appropriate.

RECOMMENDATION

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

1) revision of the Final Plat to show the existing right-of-way along Dauphin Street;
2) retention of the existing right-of-way width for South Sage Avenue;
3) completion of the vacation process for any right-of-way to be included in the property, prior to the signing of the Final Plat;
4) retention of the lot sizes in square feet and acres;
5) placement of a note stating that no structures are allowed in any easement without the easement holder's permission;
6) either revision of the depicted 5-foot buffer adjacent to residential property be revised to 10-feet or removed from the plat;
7) depiction of the 25-foot front setback along all street frontages;
8) placement of a note on the Final Plat prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive;
9) placement of a note on the Final Plat prohibiting Lot 2 from direct access to both Hilburn Drive;
10) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add a note to the*

SUBDIVISION PLAT stating that LOT 1 and LOT 2 must provide stormwater detention for the 100-year (post-development) frequency storm event and limit the release rate to the 2-year (predevelopment) frequency storm event. C. 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. D. 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. E. 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. F. 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. G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. H. 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.);

11) placement of a note on the Final Plat stating Traffic Engineering comments: (*A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.*);

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

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

14) submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing 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*), because it will allow a new development to be accessed by an existing private street, thus reducing the need for access from multiple public streets;
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 a new multi-family development with multiple structures on a single building site;
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 it will result in in-fill development in an existing developed area of the city;
d. the proposal promotes the objective of Environment (*to preserve and protect as urban amenities the natural features and characteristics of the land*), because the site will comply with tree planting and landscape area requirements while preserving existing trees;
e. the proposal promotes the objective of Public services (*to encourage optimum use of available public utilities, streets and community facilities*), because services already exist in the area.

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

1) revision of the site plan to show the existing right-of-way along Dauphin Street;
2) retention of the existing right-of-way width for South Sage Avenue;
3) retention of the lot sizes in square feet and acres;
4) placement of a note stating that no structures are allowed in any easement without the easement holder's permission;
5) revision of the depicted 5-foot buffer adjacent to residential property be revised to 10-feet;
6) depiction of the 25-foot front setback along all street frontages;
7) placement of a note on the site plan prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive;
8) placement of a note on the Final Plat prohibiting Lot 2 from direct access to both Hilburn Drive;
9) placement of a note on the site plan stating the wooden privacy fence abutting residential property will be a minimum of six-feet tall, not to exceed three-feet within the 25-foot setback along South Sage Avenue;
10) placement of a note on the site plan providing the maximum structure height proposed, not to exceed 45-feet unless compliant with Section 64-4.C.2. of the Zoning Ordinance;
11) provision of a compliant photometric site plan at the time of permitting;
12) revision of the site plan to depict the gate locations, state that they are electronically operated, and provide a minimum of one (1) queuing space (9-feet x 20-feet), while complying with Fire Department access requirements;
13) revision of the site plan to depict all existing trees to remain on site, labeled with their size and species;

14) placement of a note on the site plan stating the development will fully comply with tree planting and landscape area requirements, with tree plantings to be coordinated with staff;

15) full compliance with 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.*);

16) placement of a note on the Final Plat stating Traffic Engineering comments: (*A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.*);

17) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees*

in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);

18) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
19) submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.

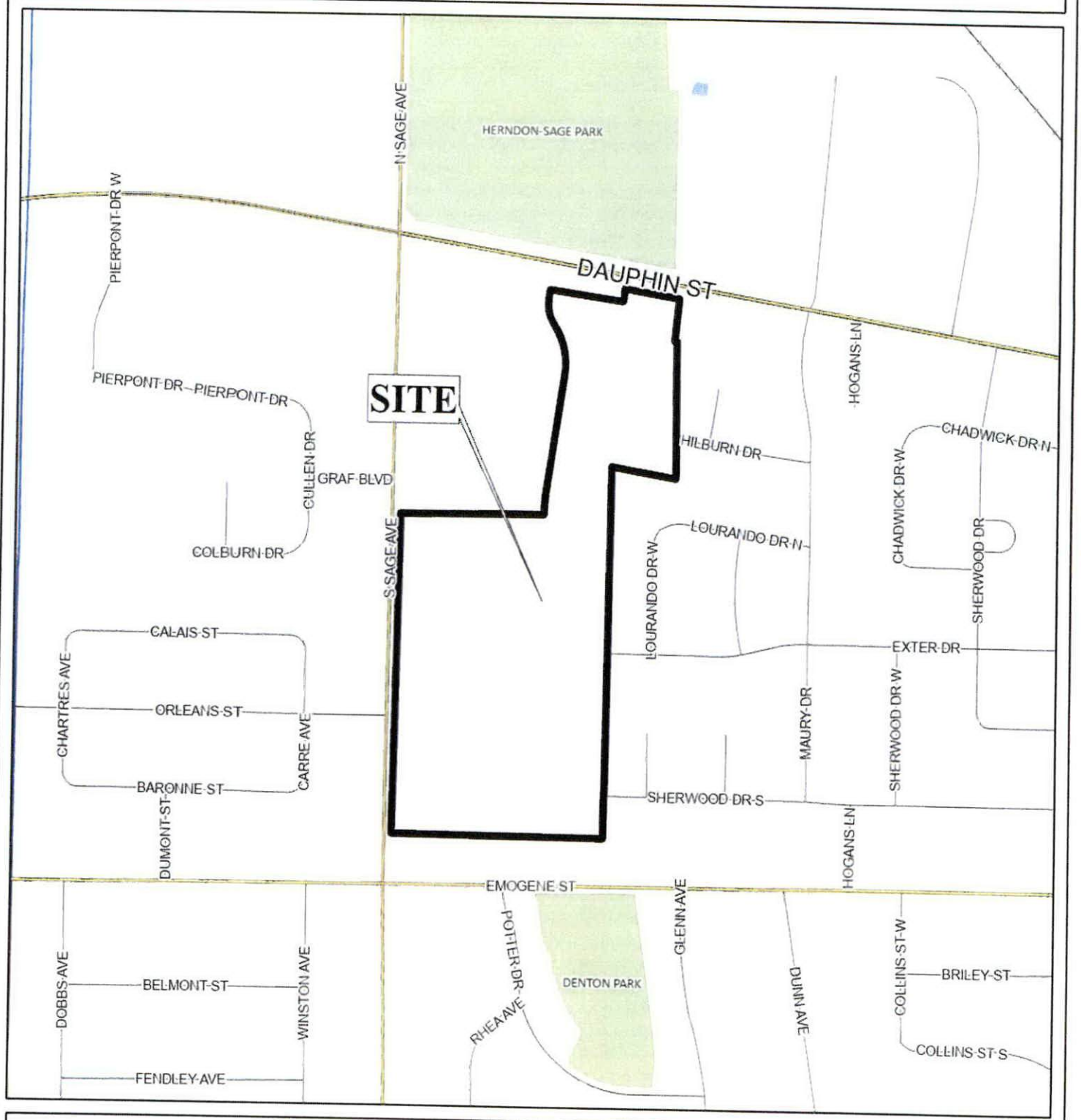
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

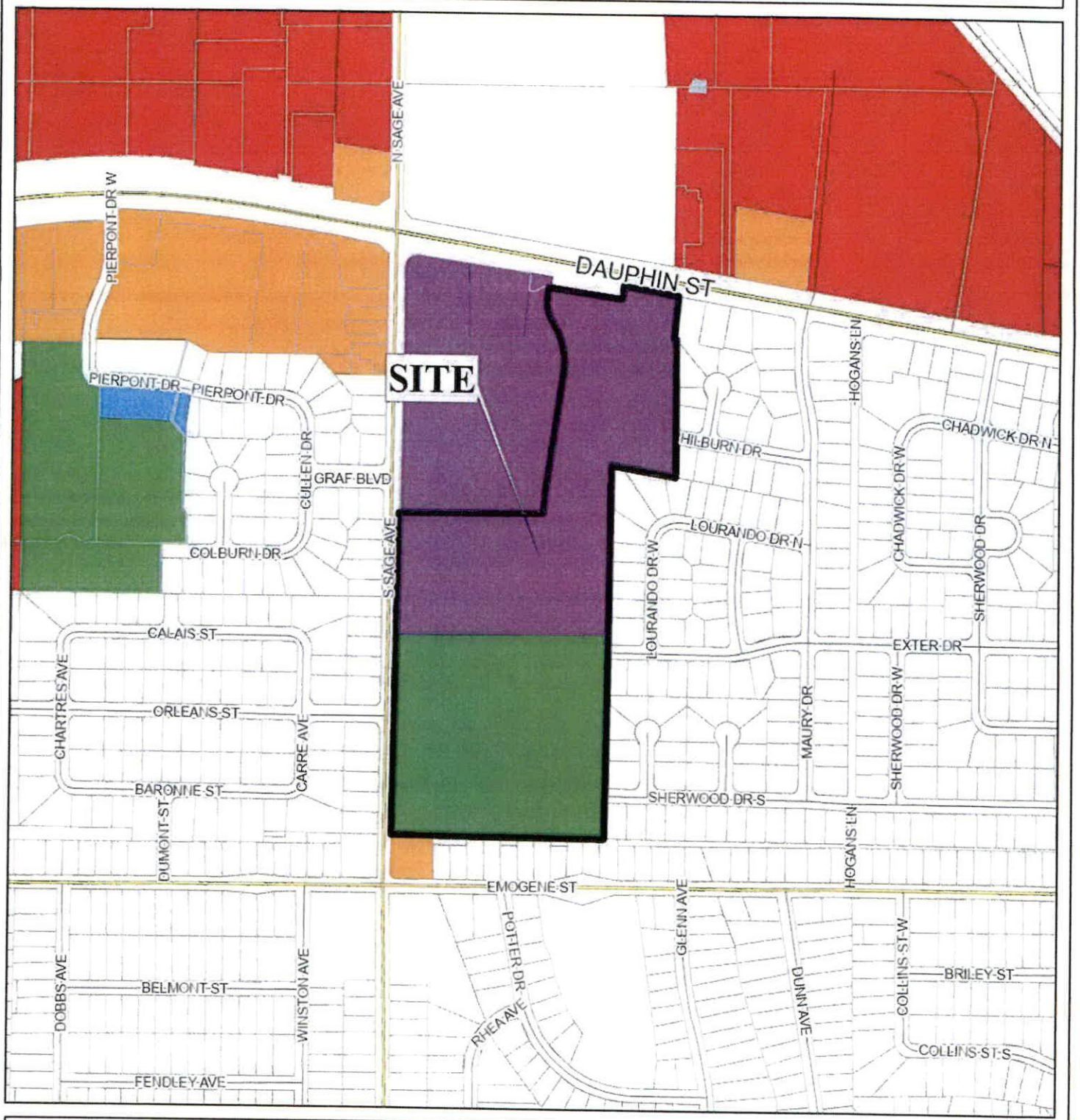
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE October 6, 2022

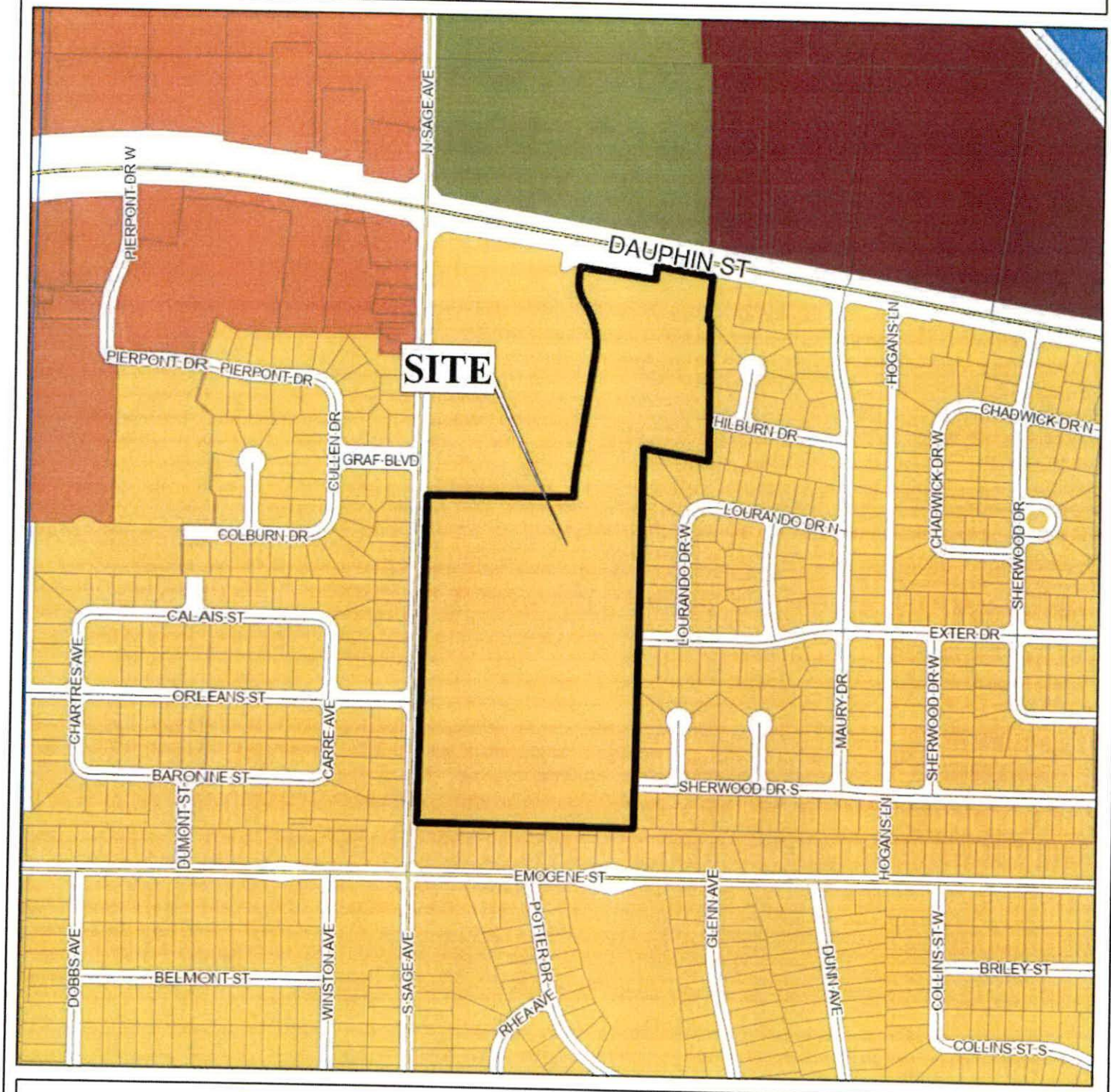
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

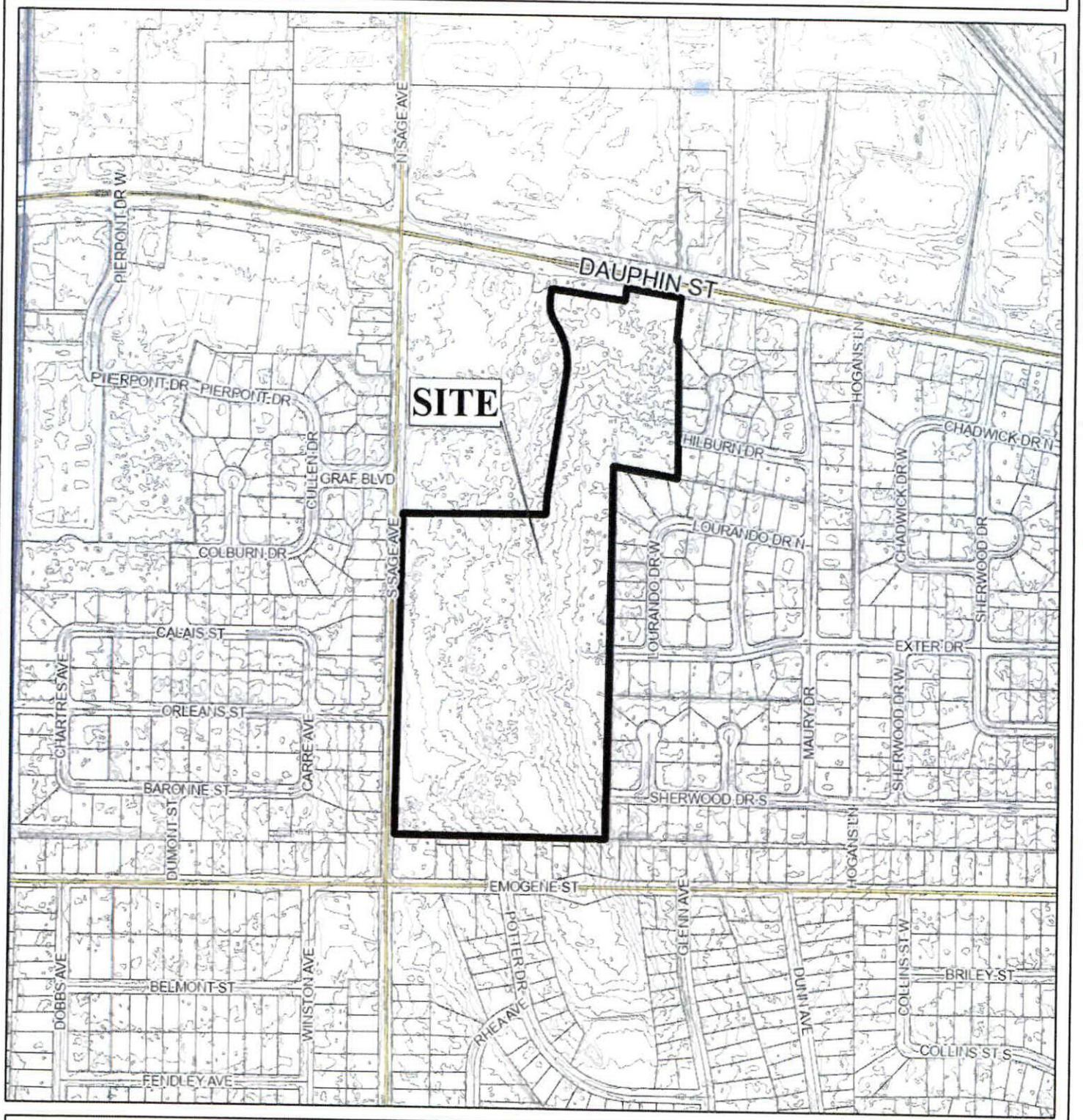
Layer2

- 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 10 DATE October 6, 2022

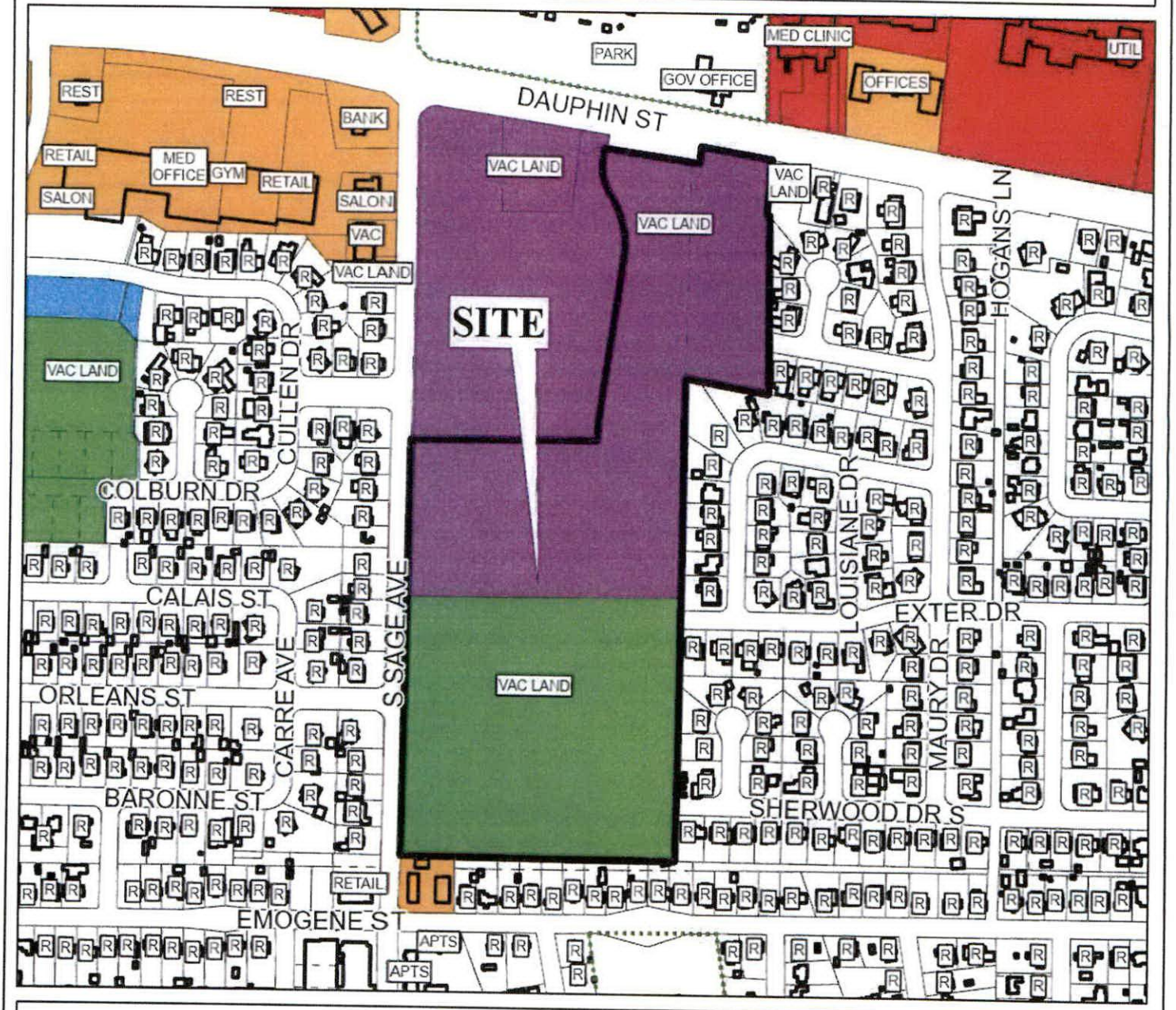
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie to the west.

APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-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 residential units. Commercial units lie to the west.

APPLICATION NUMBER 10 DATE October 6, 2022

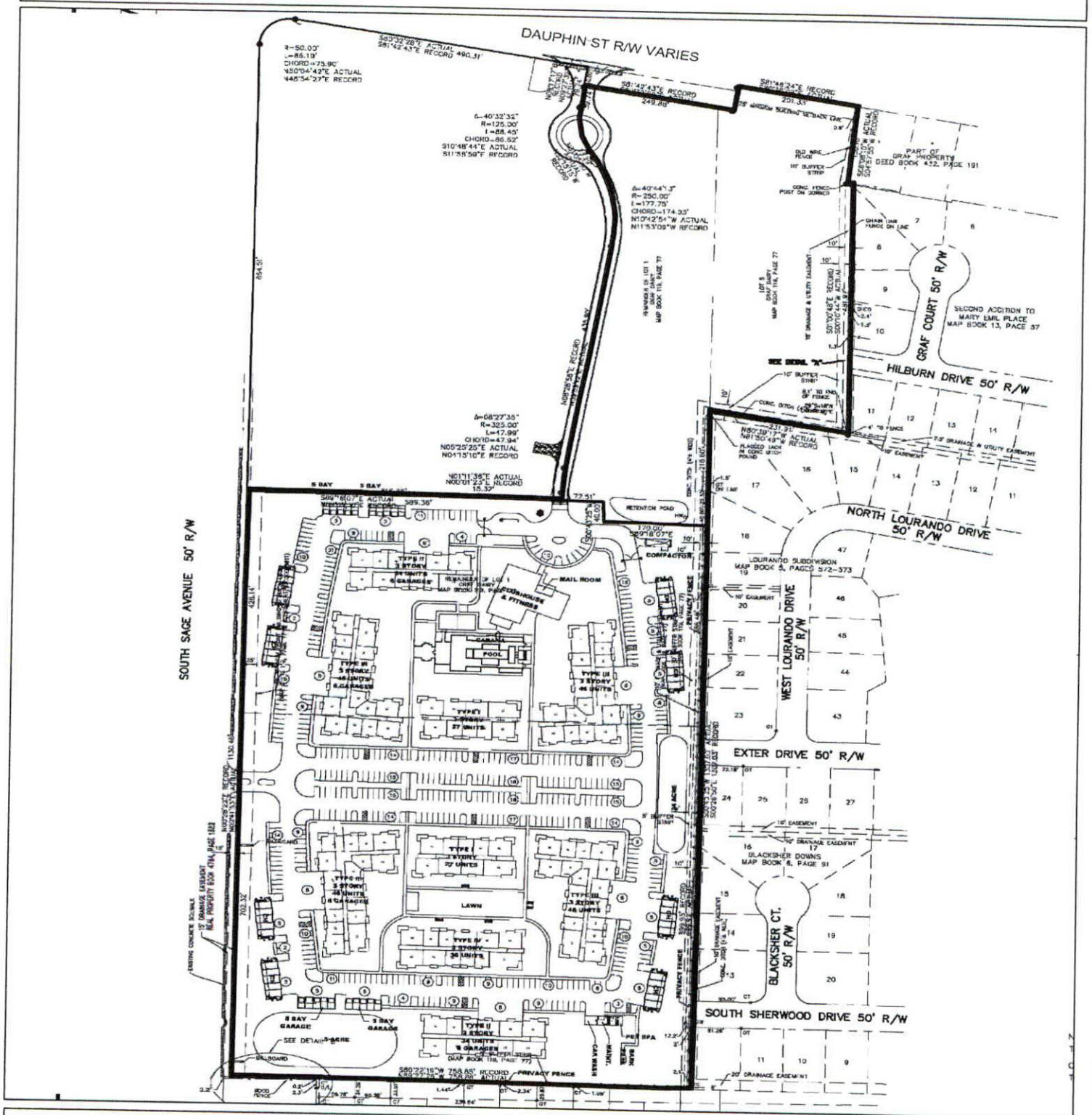
APPLICANT SRV KO Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

SITE PLAN



The site plan illustrates the proposed apartment units, parking, and drives.

APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN

APPLICATION NUMBER 10 DATE October 6, 2022

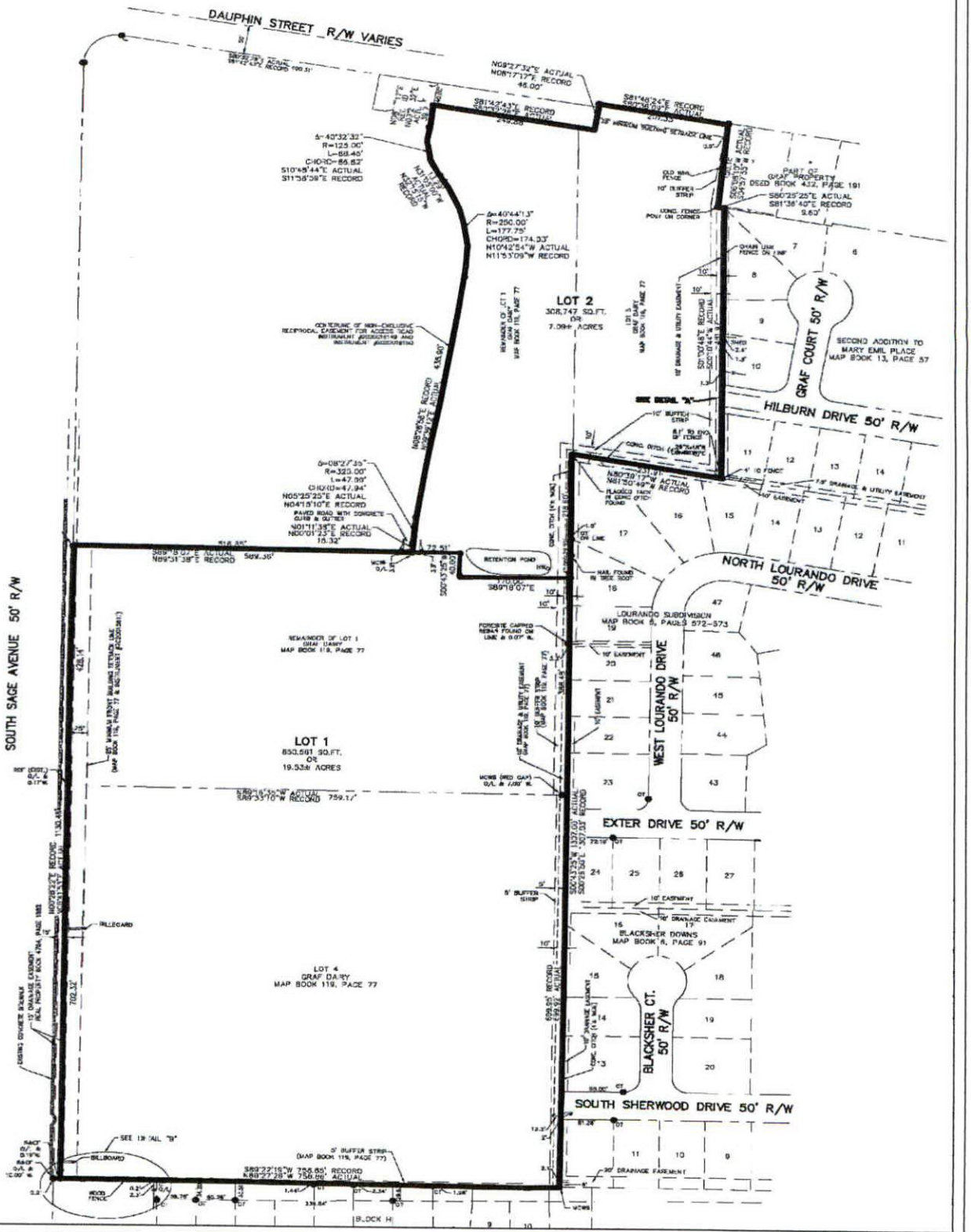
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

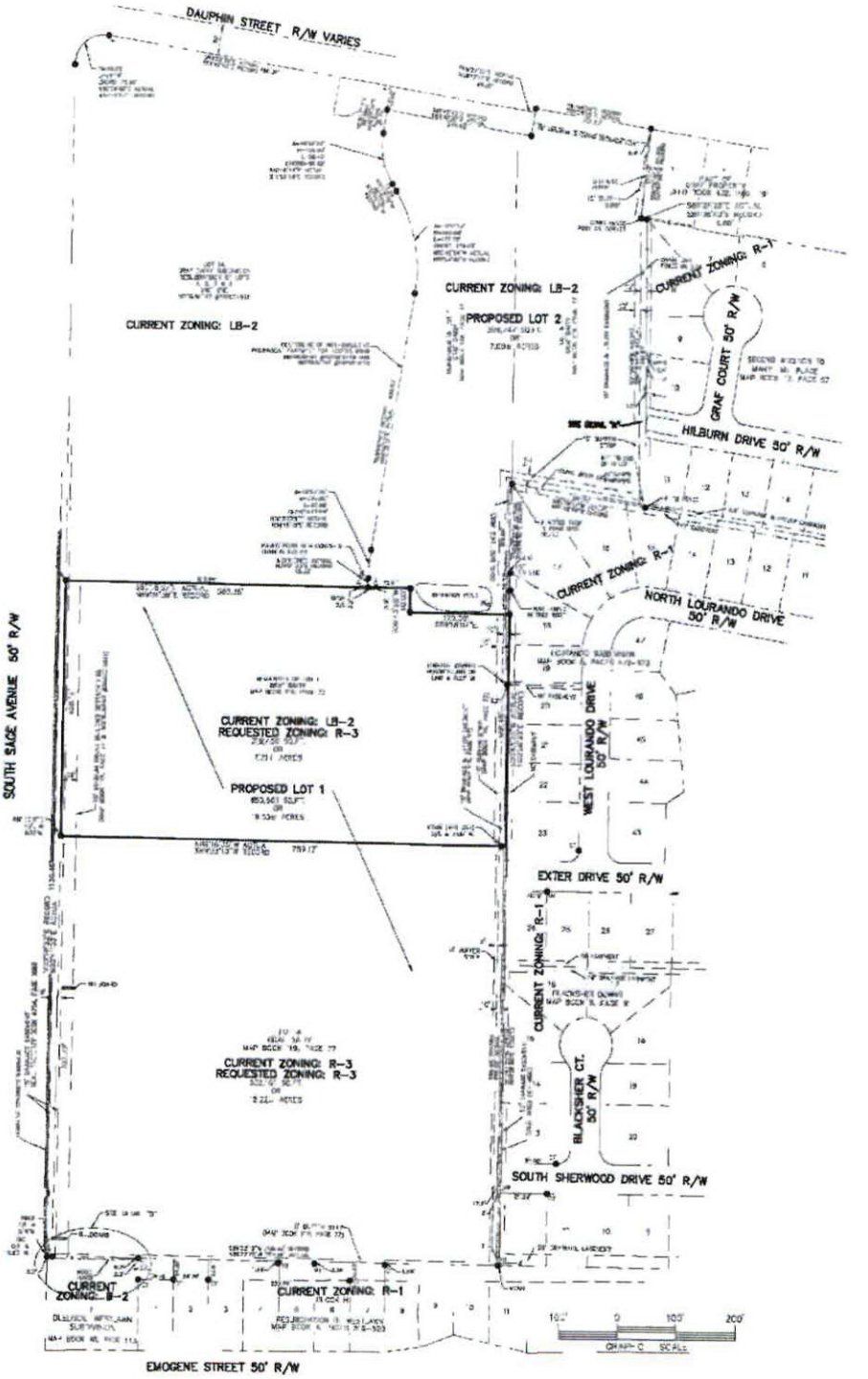
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

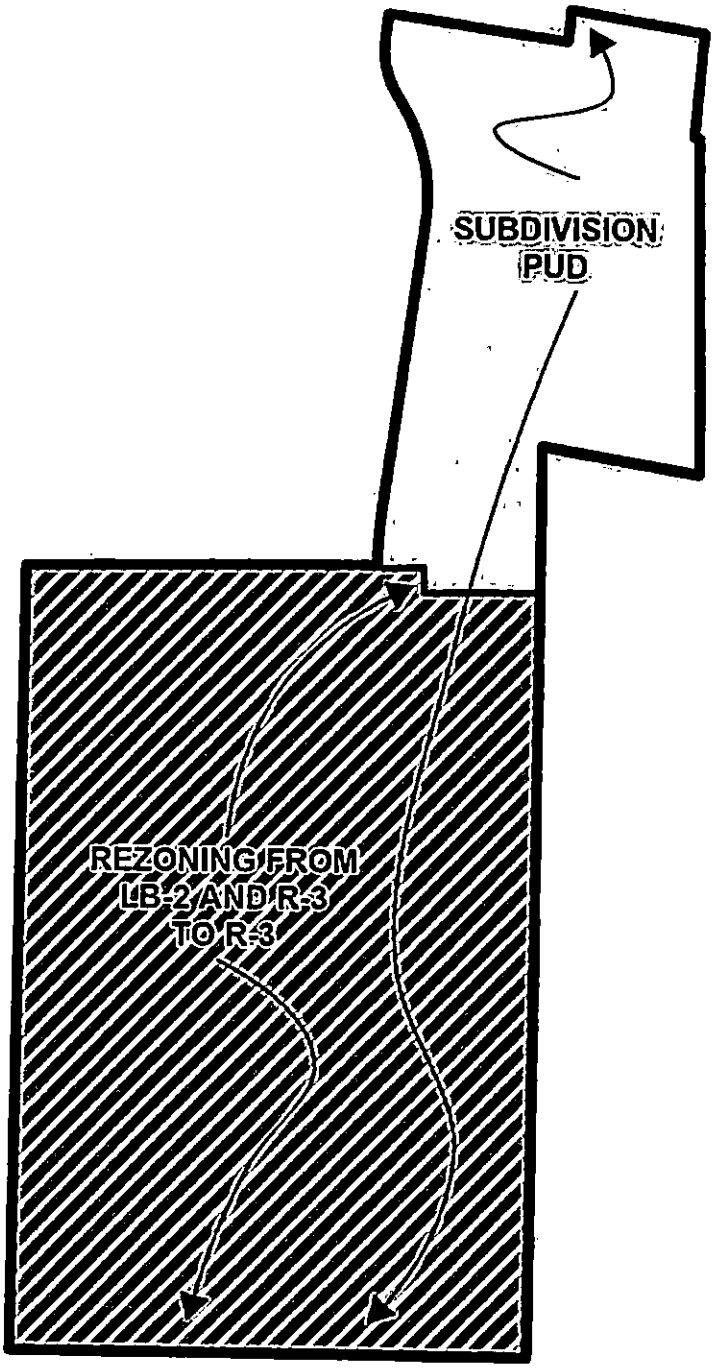
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

Notice of Public Hearing for the Proposed Rezoning of Property
South side of Dauphin Street, 520'± East of Sage Avenue,
extending to the East side of Sage Avenue, 905'± South of Dauphin Street,
and extending to the West termini of Exter Drive and Sherwood Drive South

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 South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID

PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	10/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 2:59 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 2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive)

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 2819 Government Boulevard (south side of Government Boulevard, 235'± east of Thompson Drive, extending to the north side of Thompson Drive North, 75'± east of Thompson Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood 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:

COM AT SE COR OF LOT 27 BLK 1 MERTZ CT SUB MBK 3/537 FOR THE POB OF PPTY HEREIN DESC TH CONT RUN SWLY DIR ALG N/L OF THOMPSON DR 100FT TO A PT BEING THE SW COR OF SD LOT 27 BLK 1 TH RUN N 31 DEG 25 MIN30 SEC W 223.24 FT TO PT ON S/S US HWY 90 TH RUN N ELY DIR ALG S/S USHWY 90 106 FT TO PT TH RUN E 133 FT TO PT SD PT BEING NE COR OF LOT 27BLK 1 OF SD SUB TH RUN S 232.75 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0006

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood 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-2, Neighborhood 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-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; 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 **2819 Government Boulevard** (South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood 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-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 **B-2** districts until the following conditions have been complied with: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; 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:

COM AT SE COR OF LOT 27 BLK 1 MERTZ CT SUB MBK 3/537 FOR THE POB OF PPTY HEREIN DESC TH CONT RUN SWLY DIR ALG N/L OF THOMPSON DR 100FT TO A PT BEING THE SW COR OF SD LOT 27 BLK 1 TH RUN N 31 DEG 25 MIN30 SEC W 223.24 FT TO PT ON S/S US HWY 90 TH RUN N ELY DIR ALG S/S USHWY 90 106 FT TO PT TH RUN E 133 FT TO PT SD PT BEING NE COR OF LOT 27BLK 1 OF SD SUB TH RUN S 232.75 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0006

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood 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-2, Neighborhood 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-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; 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

Royal Academy Daycare (Brittany Williams, Agent)
2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Joseph Rodrigues
2240 Carrington Drive
Mobile, Alabama 36695

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood 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:

1) **The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications; and**
2) **The need to make the subject site a legal lot of record would justify the Rezoning to a single classification.**

The rezoning should be subject to the following conditions:

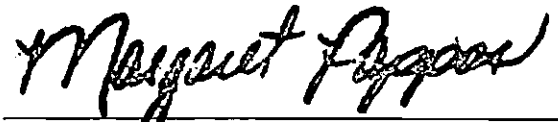
1) **either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $311.85. 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

WELLS FARGO BANK

1001

3001 DAUPHIN ST MOBILE , AL 36606

61-8/620

DATE 10-18-22

PAY TO THE ORDER OF The City of Mobile | $ 311.85

three hundred eleven dollars eighty five cents DOLLARS

ROYALS ACADEMY, INC
BRITNEY WILLIAMS
150 DU RHU DR APT 1906
MOBILE AL 36608-1248

Britney Williams

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 13, 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 **Royal Academy Daycare (Brittany Williams, Agent)** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **2819 Government Boulevard** (South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; 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

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood 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-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood 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-2, Neighborhood Business District, to B-2, Neighborhood 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.

ZON-002182-2022

Plan Submission
Contact Information

Name of Project ROYALS ACADEMY DAYCARE - RENOVATION/OCCUPANCY CHANGE

Address 2819 GOVERNMENT BLVD, MOBILE, AL 36606

Owner BRITTANY WILLIAMS

Address 2819 GOVERNMENT BLVD, MOBILE, AL 36606

Phone 251-377-6077 **Fax** _____ **E-Mail** ROYALSACADEMY251@GMAIL.COM

Authorized Agent BRITTANY WILLIAMS

Address SAME AS OWNER

Phone 251-377-6077 **Fax** _____ **E-Mail** SAME AS OWNER

Contractor TBD

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Civil Engineer N/A

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Architect CARLOS GANT, ARCHITECT

Address 656 DAUPHIN ST, MOBILE, AL 36602

Phone 251-377-8457 **Fax** 251-650-1581 **E-Mail** CGANT@GANTLLC.COM

Submitted By:

_____ CARLOS GANT, AIA

Signature **Print**

7/20/2022

Date

ARCHITECT

Affiliation to project/Organization

Effective Date: April 1, 2012

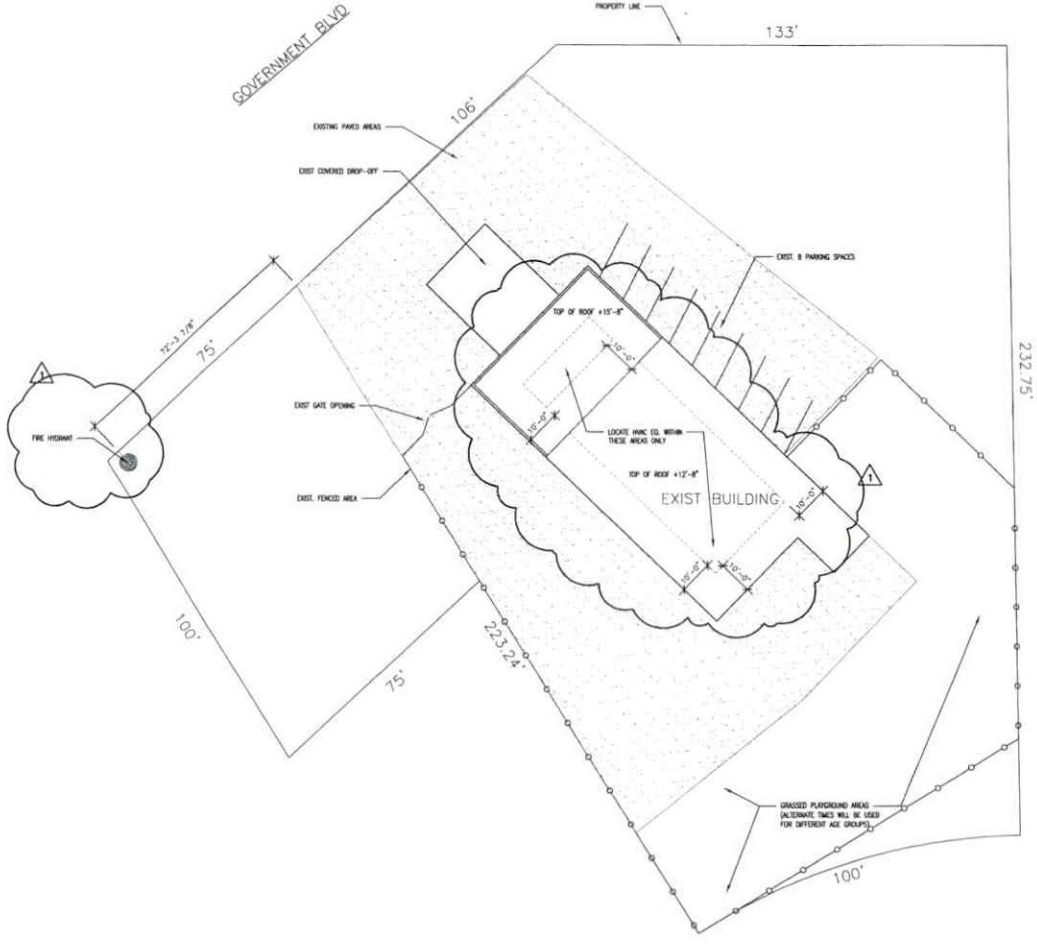
APPLICATION NARRATIVE

ROYAL ACADEMY DACARE
2819 GOVERNMENT BLVD, MOBILE, AL

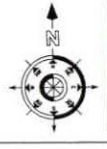
PRESENTLY THE PROPERTY IS SLIT ZONED R-1 AND B-2. IT IS REQUIRE THAT THE PROPERTY. IN ORDER TO MOVE FORWARD WITH THE DAY CARE, BE REZONED FOR THE ENTIRE SITE TO ONE ZONING CLASSIFICATION.

NOTE:
THERE IS NO NEW CONSTRUCTION TO THE EXTERIOR OF THE BUILDING.

GENERAL SITE NOTES:
1. THIS SITE PLAN IS FOR REFERENCE ONLY AND DOES NOT SUBSTITUTE FOR ONE PREPARED BY A LICENSED CIVIL OR SURVEYOR.
2. CURRENT PARKING WILL NOT BE INCREASED OR ALTERED.



E3 EXISTING SITE PLAN
1/16"=1'-0"



GANT
GROUP & ASSOCIATES LLC
ARCHITECTURE, INTERIORS, PLANNING
656 DAUPHIN STREET
MOBILE, ALABAMA 36602
TELEPHONE: (251)207-0057

STATE OF ALABAMA
CARLOS R. GANT
NO. 5081
REGISTERED ARCHITECT

ROYALS ACADEMY DAY CARE
(CONVERSION RENOVATION)
2819 GOVERNMENT BLVD
MOBILE, AL 36606
MOBILE, ALABAMA

REVISIONS

NO.	DATE	REMARKS
1	8/11/22	HYDRANT NOTED/HVAC EQUIP. ZONE NOTED

SHEET TITLE
ARCHITECTURAL SITE PLAN

JOB NO. 2022-0022
DATE: 07/15/2022
DRAWN BY: C. GANT
CHECKED BY:
SHEET
AS101

OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISIC	MAIL_ADD	MAIL_ADD	MAIL_ADD
1	890833	R02290951	MOBILE CC	950 MCRAE AVE		P O BOX 180069		
2	890842	R02290951	MOBILE CC	950 MCRAE AVE		P O BOX 180069		
3	890860	R02290951	UNIVERSAL	2819 GOVERNMENT BI		2814 GOVERNMENT BLVD		
4	1468469	R02290951	NGUYEN M	2821 GOVERNMENT BI		7346 RALEIGH WAY N		
5	1724021	R02290951	BUNCH JAS	2865 GOVERNMENT BI		4280 INDUSTRIAL PKWY		
6	890879	R02290951	HARTUNG	2869 GOVERNMENT BI		4864 EMERALD DR E		
7	1481186	R02290951	ENGLISH RI	2762 THOMPSON DR S		P O BOX 3104		
8	1481195	R02290951	PARKER CA	2764 N THOMPSON DI		2766 N THOMPSON DR		
9	891556	R02290951	M Y M S INC			P O BOX 160812		
10	891565	R02290951	M Y M S LL	2757 MAGNOLIA RD		P O BOX 160812		
11	1703099	R02290951	LADNER M.	2830 GOVERNMENT BI		2126 RIVERSIDE DR		
12	1540504	R02290951	GONEKE M	2818 GOVERNMENT BI		2818 GOVERNMENT BLVD		
13	2044013	R02290951	UNIVERSAL	2814 GOVERNMENT BI		2814 GOVERNMENT BLVD		
14	891672	R02290951	BLANKENSI	2850 GOVERNMENT BI		2814 GOVERNMENT BLVD		
15	892519	R02290951	BALTHIS RI	2761 THOMPSON DR		2566 RIVERSIDE DR		
16	2666145	R02290951	J DURGIN F	2755 THOMPSON DR N		3441 MEADOW LN		
17	2667091	R02290951	BARTON JA	2757 THOMPSON DR		3824 ST ANDREWS DR		
18	892537	R02290951	PICCINI JEN	2733 THOMPSON DR		7350 OLD PASCAGOULA RD		
19	892546	R02290951	DIALS RENI	2731 THON	L. G. DAVIS	563 BARCELONA DR		
20	892555	R02290951	DIALS RENI	2729 THOMPSON DR		563 BARCELONA DR		
21	891609	R02290951	MCLEOD PI	2818 GOVERNMENT BI		745 ELLSWORTH DR NW		
22	890888	R02290951	COOK CARI	2760 N THOMPSON DI		2760 N THOMPSON DR		
23	892528	R02290951	CROW ROC	2759 THOMPSON DR N		2759 N THOMPSON DR		
24	1677000	R02290951	MENDEZ RI	2727 THOMPSON DR N		2727 THOMPSON DR N		
25	892564	R02290951	COBB WAL	2723 N THOMPSON DI		2723 N THOMPSON DR		

MAIL_CITY	MAIL_STAT	MAIL_ZIP	Shape_Len	Shape_Are	x	y
MOBILE	AL	36618	2416.596	246425.2		
MOBILE	AL	36618	2247.835	228867.3		
MOBILE	AL	36606	806.4652	40657.41		
MOBILE	AL	36695	350.1346	7309.585		
EIGHT MILE	AL	36613	807.0485	27824.82		
MOBILE	AL	36619	866.9602	33876.67		
DAPHNE	AL	36526	397.5514	7739.473		
MOBILE	AL	36606	415.1159	9085.472		
MOBILE	AL	36616	740.1679	31917.9		
MOBILE	AL	36616	353.2407	6971.223		
MOBILE	AL	36605	204.5118	1778.215		
MOBILE	AL	36606	568.2445	12972.05		
MOBILE	AL	36606	811.3511	29252.64		
MOBILE	AL	36606	1084.835	45501.16		
MOBILE	AL	36605	880.9678	38645.72		
MOBILE	AL	36618	414.3186	8307.842		
MOBILE	AL	36693	406.6241	7665.662		
THEODORE	AL	36582	345.2508	6867.901		
SATSUMA	AL	36572	330.9664	6405.871		
SATSUMA	AL	36572	448.3651	11087.16		
ATLANTA	GA	30318	520.223	13913.49		
MOBILE	AL	36606	424.2827	9647.545		
MOBILE	AL	36606	404.0309	7490.603		
MOBILE	AL	36606	812.2155	30067.08		
MOBILE	AL	36606	992.6375	39600.95		

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.000

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.01

UNIVERSAL PROPERTY INVESTMENTS LLC
2819 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006007.000

NGUYEN MINH HUU & TUONG-VY NGUYEN
2821 GOVERNMENT BLVD
MOBILE AL 36695
36695R022909510006008.000

BUNCH JASON
2865 GOVERNMENT BLVD
EIGHT MILE AL 36613
36613R022909510006008.01

HARTUNG COMMERCIAL PROPERTIES INC C/O PRITCHETT HENRY
2869 GOVERNMENT BLVD
MOBILE AL 36619
36619R022909510006009.000

ENGLISH RUFUS
2762 THOMPSON DR S
DAPHNE AL 36526
36526R022909510006010.01

PARKER CARLOS
2764 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.02

M Y M S INC

MOBILE AL 36616
36616R022909510006062.000

M Y M S LLC
2757 MAGNOLIA RD
MOBILE AL 36616
36616R022909510006063.000

LADNER MARLENE
2830 GOVERNMENT BLVD
MOBILE AL 36605
36605R022909510006068.03

GONEKE MICKEY C & VIRGINIA H
2818 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006069.000

UNIVERSAL PROPERTY INVESTMENTS LLC
2814 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006070.001

BLANKENSHIP PROPERTIES LLC
2850 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006074.000

BALTHIS RICHARD LEE
2761 THOMPSON DR
MOBILE AL 36605
36605R022909510006154.000

J DURGIN REALTY LLC, AN ALABAMA LLC
2755 THOMPSON DR N
MOBILE AL 36618
36618R022909510006155.001

BARTON JAMES E JR
2757 THOMPSON DR
MOBILE AL 36693
36693R022909510006155.002

PICCINI JENO E
2733 THOMPSON DR
THEODORE AL 36582
36582R022909510006156.000

DIALS RENEE D
2731 THOMPSON DR
SATSUMA AL 36572
36572R022909510006157.000

DIALS RENEE D
2729 THOMPSON DR
SATSUMA AL 36572
36572R022909510006158.000

MCLEOD PROPERTIES LP A GEORGIA LIMITED PARTNERSHIP C/O GONEKE MICKEY C & VIRGINIA H GONEKE
2818 GOVERNMENT BLVD
ATLANTA GA 30318

COOK CAROLYN
2760 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.000

CROW ROGER D & MARGARET M
2759 THOMPSON DR N
MOBILE AL 36606
36606R022909510006155.000

MENDEZ ROSALBINO & MARIA T
2727 THOMPSON DR N
MOBILE AL 36606
36606R022909510006159.000

COBB WALTER
2723 N THOMPSON DR
MOBILE AL 36606
36606R022909510006160.000

BRITTANY WILLIAMS
2819 GOVERNMENT BLVD
MOBILE, AL 36606

BRITTANY WILLIAMS
2819 GOVERNMENT BLVD
MOBILE, AL 36606

MOBILE COUNTY OF BOARD OF
SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.000

MOBILE COUNTY OF BOARD OF
SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.01

UNIVERSAL PROPERTY
INVESTMENTS LLC
2819 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006007.000

NGUYEN MINH HUU & TUONG-VY
NGUYEN
2821 GOVERNMENT BLVD
MOBILE AL 36695
36695R022909510006008.000

BUNCH JASON
2865 GOVERNMENT BLVD
EIGHT MILE AL 36613
36613R022909510006008.01

HARTUNG COMMERCIAL
PROPERTIES INC C/O PRITCHETT
HENRY
2869 GOVERNMENT BLVD
MOBILE AL 36619
36619R022909510006009.000

ENGLISH RUFUS
2762 THOMPSON DR S
DAPHNE AL 36526
36526R022909510006010.01

PARKER CARLOS
2764 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.02

M Y M S INC

MOBILE AL 36616
36616R022909510006062.000

M Y M S LLC
2757 MAGNOLIA RD
MOBILE AL 36616
36616R022909510006063.000

LADNER MARLENE
2830 GOVERNMENT BLVD
MOBILE AL 36605
36605R022909510006068.03

GONEKE MICKEY C & VIRGINIA H
2818 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006069.000

UNIVERSAL PROPERTY
INVESTMENTS LLC
2814 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006070.001

BLANKENSHIP PROPERTIES LLC
2850 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006074.000

BALTHIS RICHARD LEE
2761 THOMPSON DR
MOBILE AL 36605
36605R022909510006154.000

J DURGIN REALTY LLC, AN
ALABAMA LLC
2755 THOMPSON DR N
MOBILE AL 36618
36618R022909510006155.001

BARTON JAMES E JR
2757 THOMPSON DR
MOBILE AL 36693
36693R022909510006155.002

PICCINI JENO E
2733 THOMPSON DR
THEODORE AL 36582
36582R022909510006156.000

DIALS RENEE D
2731 THOMPSON DR
SATSUMA AL 36572
36572R022909510006157.000

DIALS RENEE D
2729 THOMPSON DR
SATSUMA AL 36572
36572R022909510006158.000

MCLEOD PROPERTIES LP A
GEORGIA LIMITED PARTNERSHIP
C/O GONEKE MICKEY C &
VIRGINIA H GONEKE
2818 GOVERNMENT BLVD
ATLANTA GA 30318
30318R022909510006068.000

COOK CAROLYN
2760 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.000

CROW ROGER D & MARGARET M
2759 THOMPSON DR N
MOBILE AL 36606
36606R022909510006155.000

MENDEZ ROSALBINO & MARIA T
2727 THOMPSON DR N
MOBILE AL 36606
36606R022909510006159.000

COBB WALTER
2723 N THOMPSON DR
MOBILE AL 36606
36606R022909510006160.000

ZONING AMENDMENT STAFF REPORT Date: October 6, 2022

NAME Royal Academy Daycare (Brittany Williams, Agent)

LOCATION 2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

CITY COUNCIL DISTRICT District 3

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 0.9± Acre

CONTEMPLATED USE Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not provided.

ENGINEERING COMMENTS

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

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

TRAFFIC ENGINEERING COMMENTS No comments.

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 rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Mixed Commercial Corridor (MCC) 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 mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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 subject site appears to have been assigned the current split zoning with the adoption of the original Zoning Ordinance in May, 1967. One month later, a variance was granted to allow the construction of an office and dry cleaning laundry plant on the site. The dry cleaning and laundry closed in November 2019. The applicant now proposes to operate a child day care center on the site which requires a change of occupancy, to include compliance with the Zoning Ordinance. Since the site is split-zoned, the classification must be changed to one classification which would allow the new proposed use; hence this request.

The applicant states the following concerning the request:

> *REZOING IS REQUIRED BECAUSE CURRENT PORPERTY IS SPLIT ZONED R-1 & B-2. REZONING IS REQUIRED TO COMBINE PROPERTY INTO ONE ZONING CLASSIFICATION.*

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.

The site plan submitted with the application indicates the site "as-is" with no modifications proposed to meet the site compliance requirements of the Zoning Ordinance. However, as Rezoning approvals are not site plan specific, the application can be reviewed based upon the proposed use and the prevailing conditions cited by the applicant.

The proposed use as a child day care is allowed by right in a B-2 District. As the site is currently split-zoned, the rezoning to B-2 would bring the entire site into the proper zoning classification for the proposed use. It should be emphasized that the proposed classification of B-2 is in keeping with the Future Land Use Map classification for the site. The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications, and the rezoning request should be considered for approval.

It should be noted that the site is a metes-and-bounds legal description. Therefore, either the site should be made into one legal lot of record via a one-lot Subdivision, or a deed from 1962 or earlier describing the property in its current configuration should be required, if approved.

As previously stated, the review for a Rezoning application is not site plan specific. If approved, full compliance with all municipal codes and ordinances, including, but not limited to parking surfacing and maneuvering area, refuse removal, required sidewalks, and residential buffering will be required.

RECOMMENDATION Based on the preceding, the application is recommended for Approval due to the following:

1) The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications; and
2) The need to make the subject site a legal lot of record would justify the Rezoning to a single classification.

The rezoning should be subject to the following conditions:

1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP

APPLICATION NUMBER 5 DATE October 6, 2022

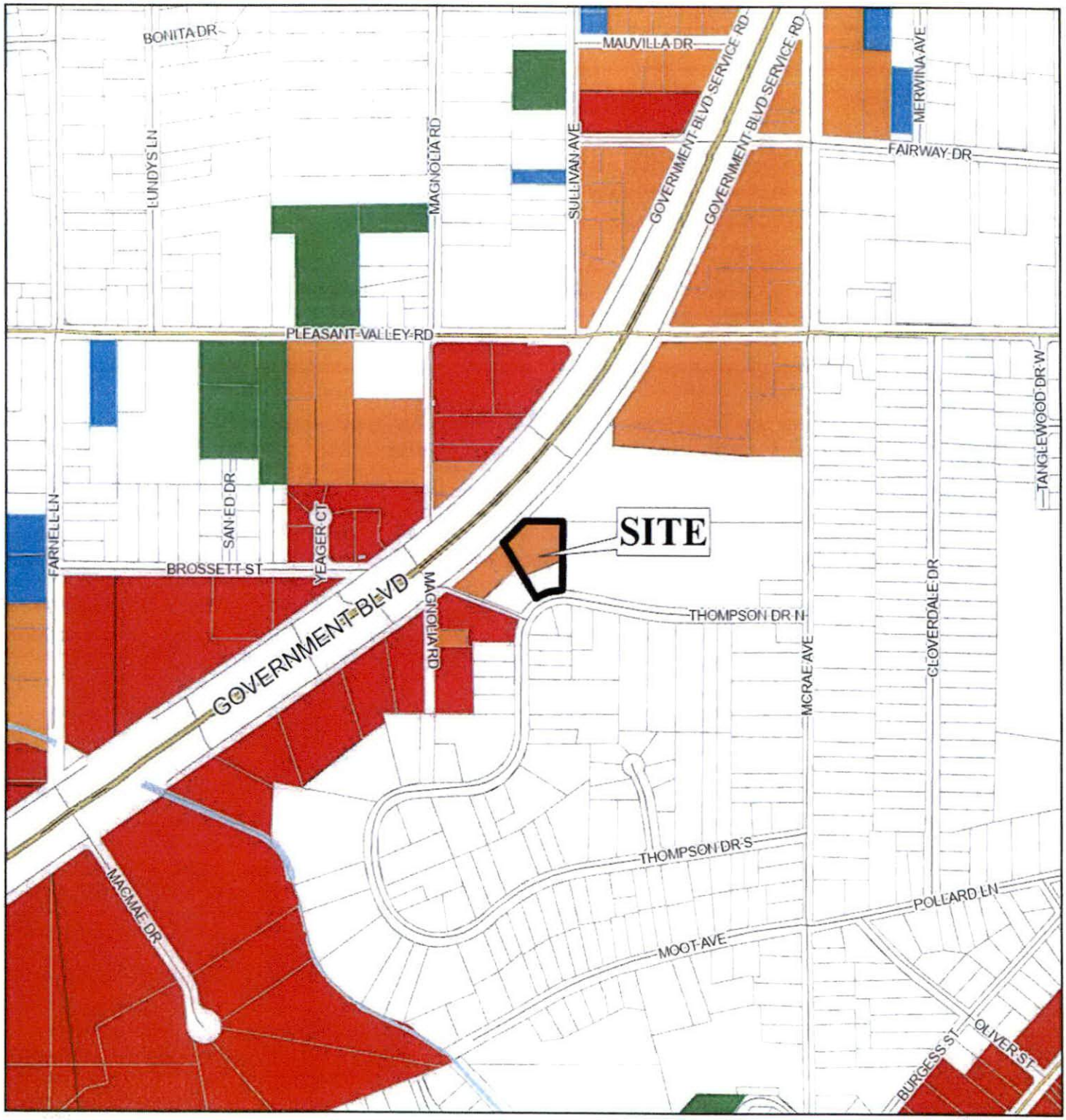
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE October 6, 2022

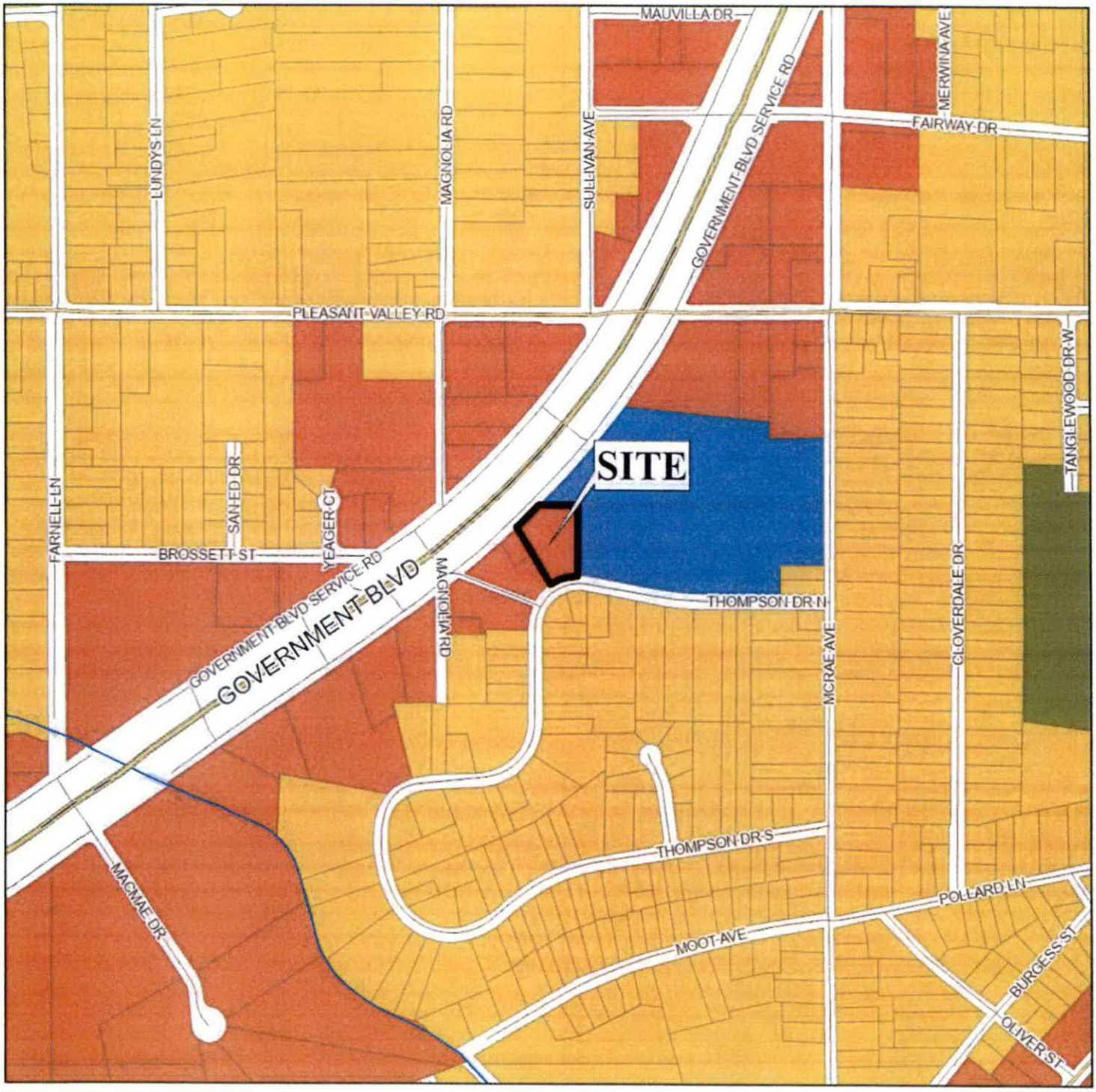
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

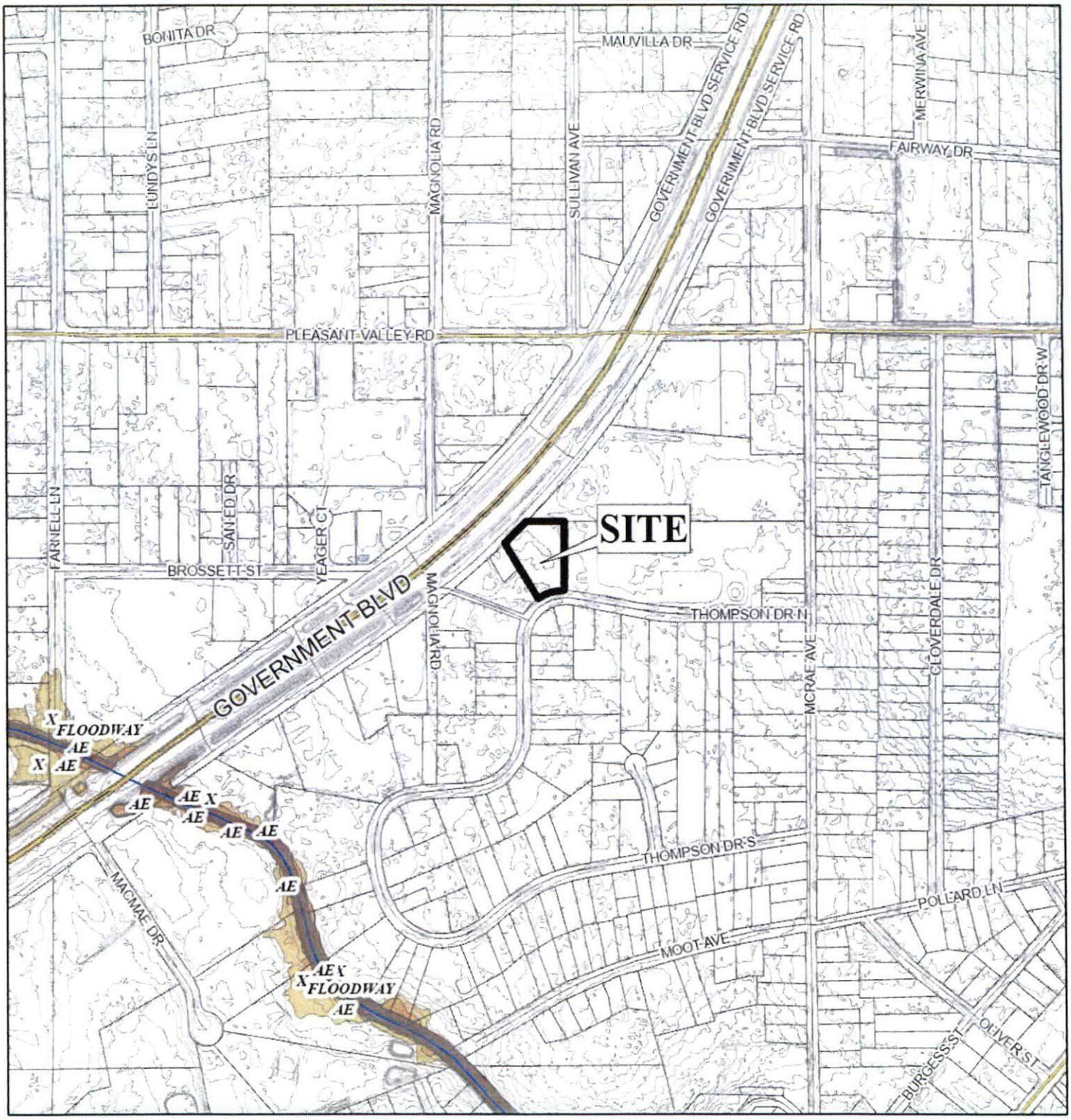
REQUEST Rezoning From R-1 And B-2 To B-2

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 5 DATE October 6, 2022

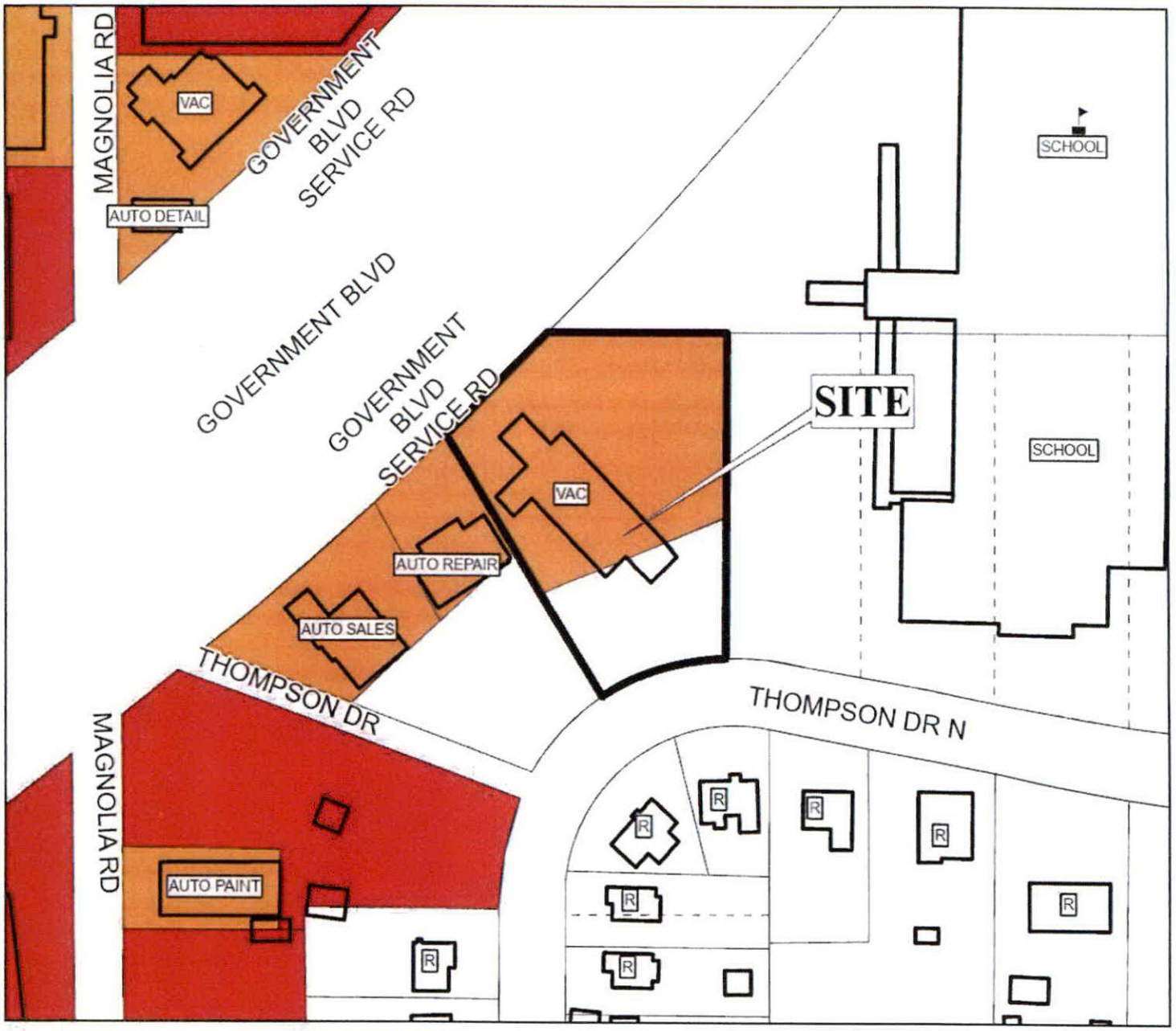
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west, and residenial units to the southeast. A school lies east of the site.

APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

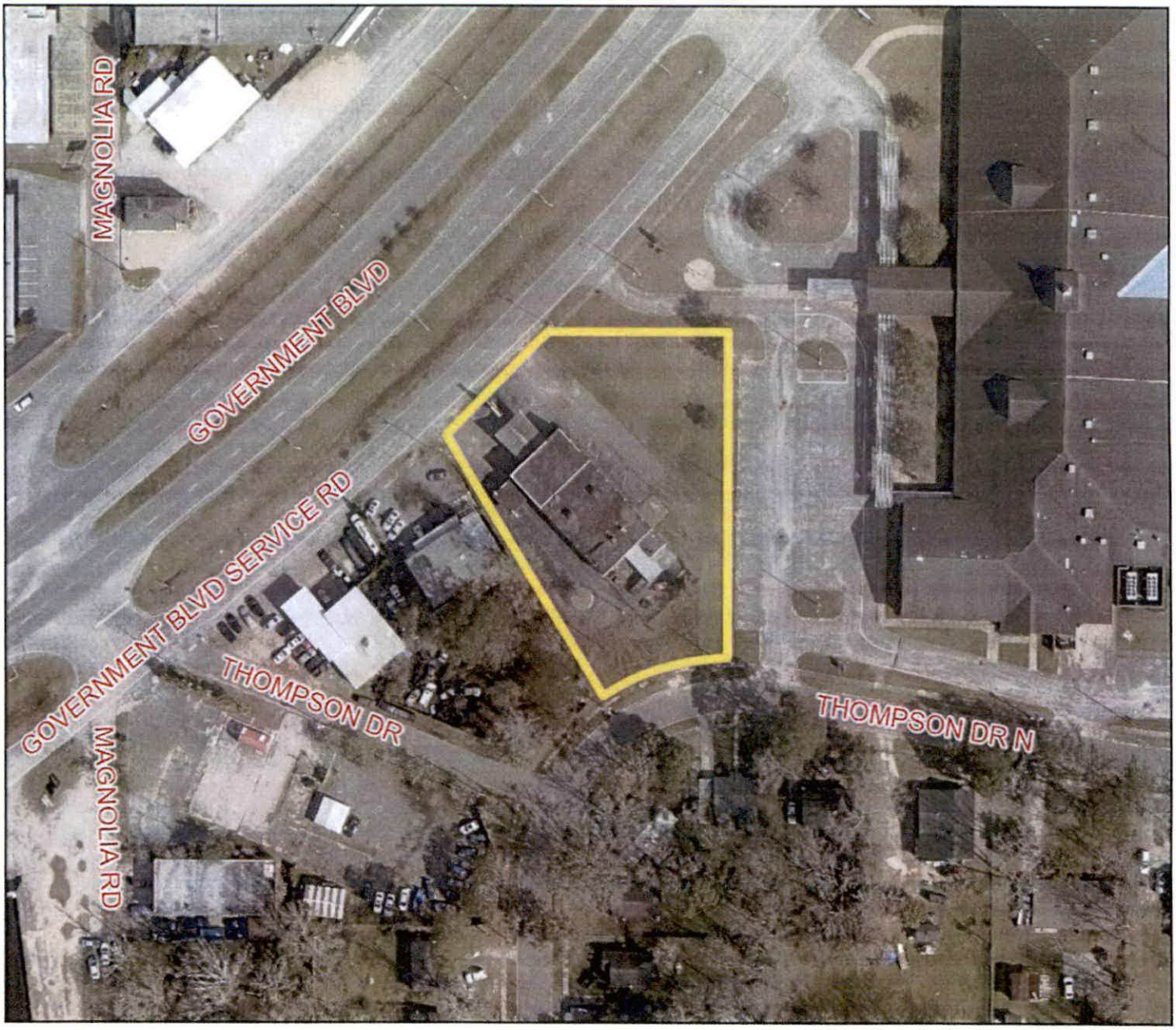
REQUEST Rezoning From R-1 And B-2 To B-2

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



APPLICATION NUMBER 5 DATE October 6, 2022

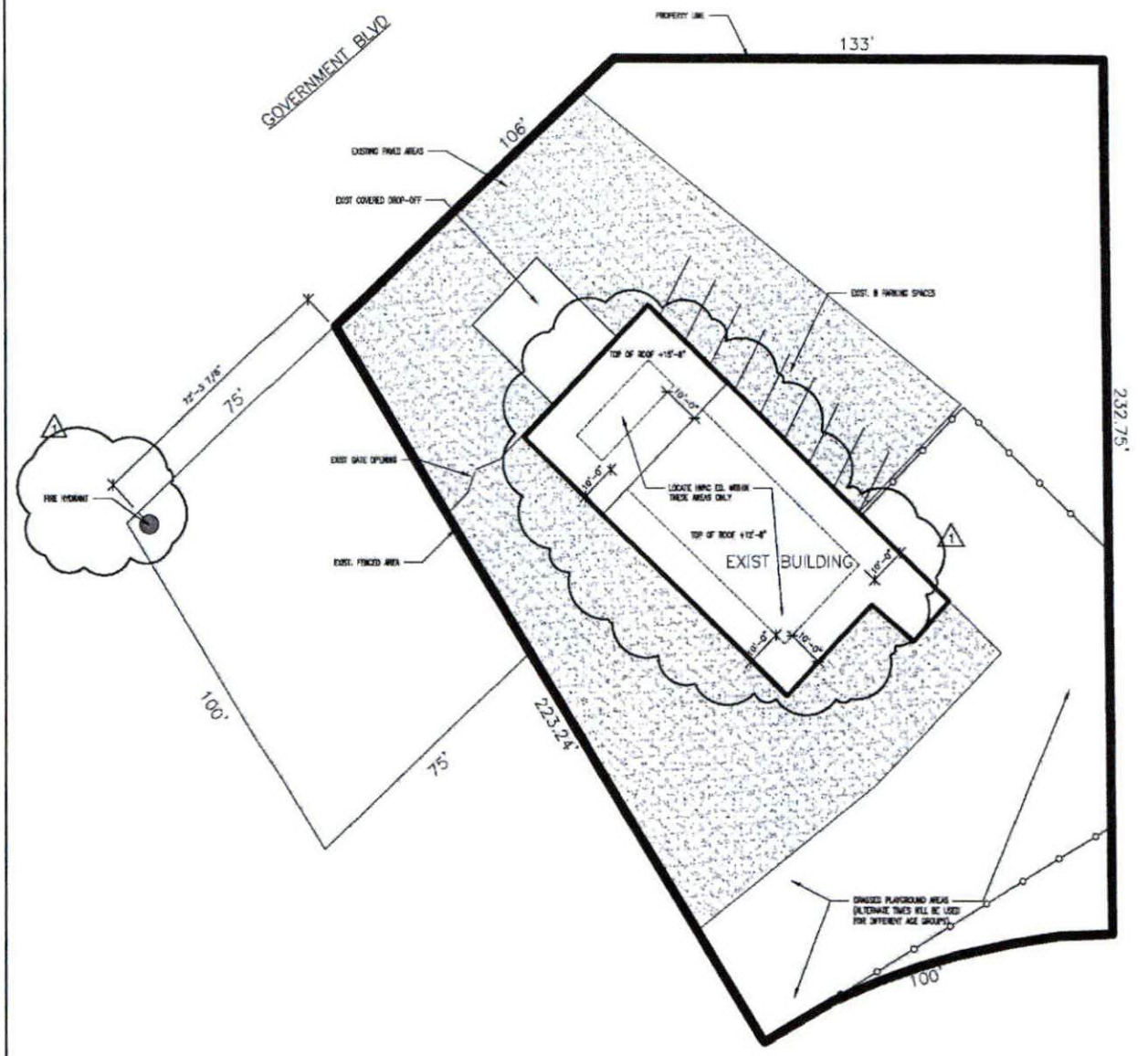
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

SITE PLAN



The site illustrated the existing building, fencing, and playground area.

APPLICATION NUMBER 5 DATE October 6, 2022

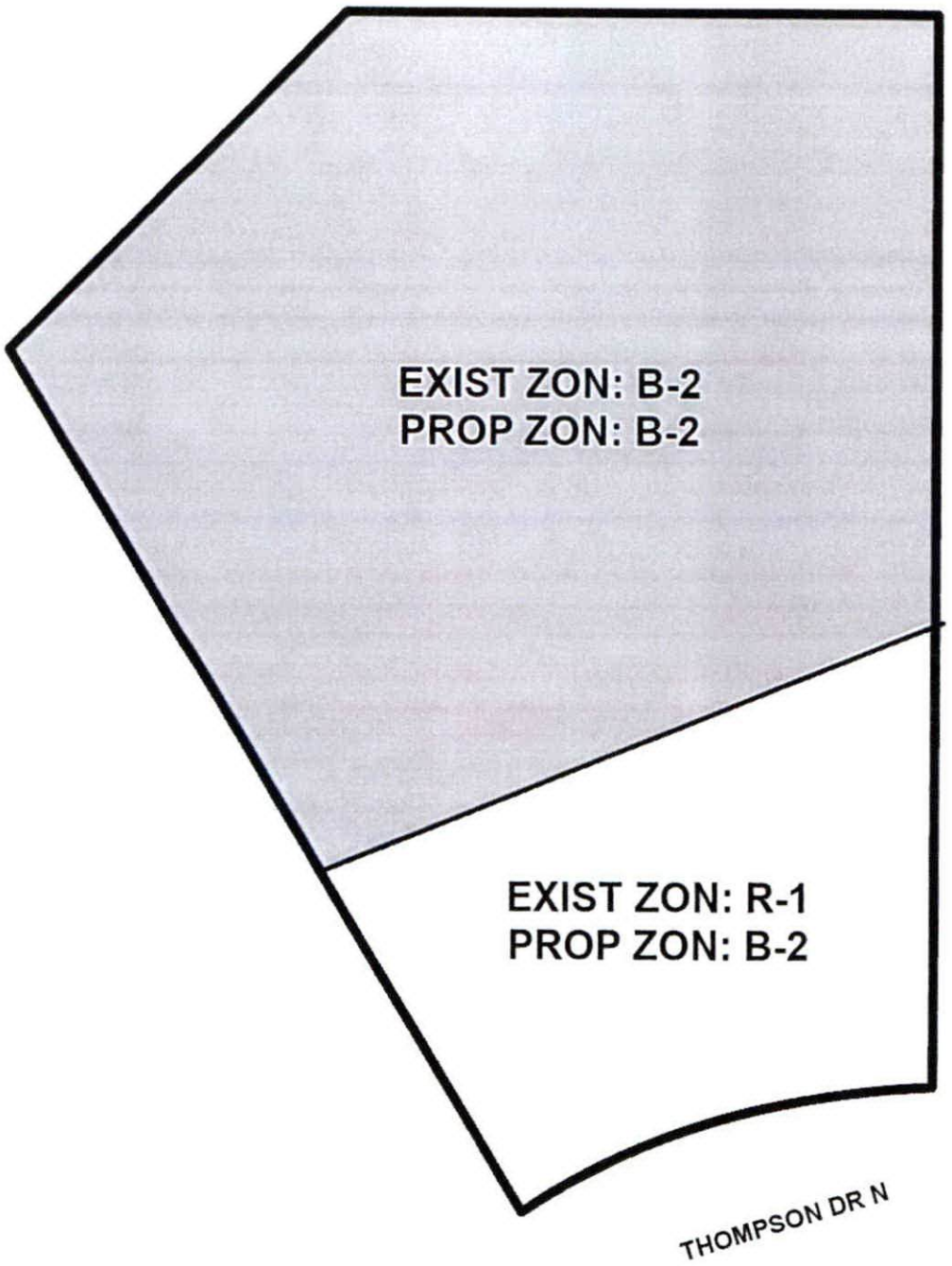
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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

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

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

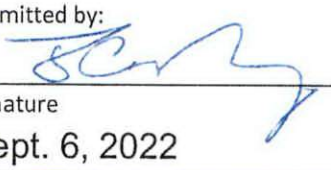
Phone: 251-316-2581 Fax: _____ Email: jacob.franklin@kimley-horn.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Signature

Casey Pipes
Print

Sept. 6, 2022
Date

Agent for Owner
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
2911360002005XXX	966182
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2911360002007XXX	966208
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2911360002023XXX	966342
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29113520000 25XXX	965673
29113410010 25XXX	1419575
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2910370008230XXX	1453493

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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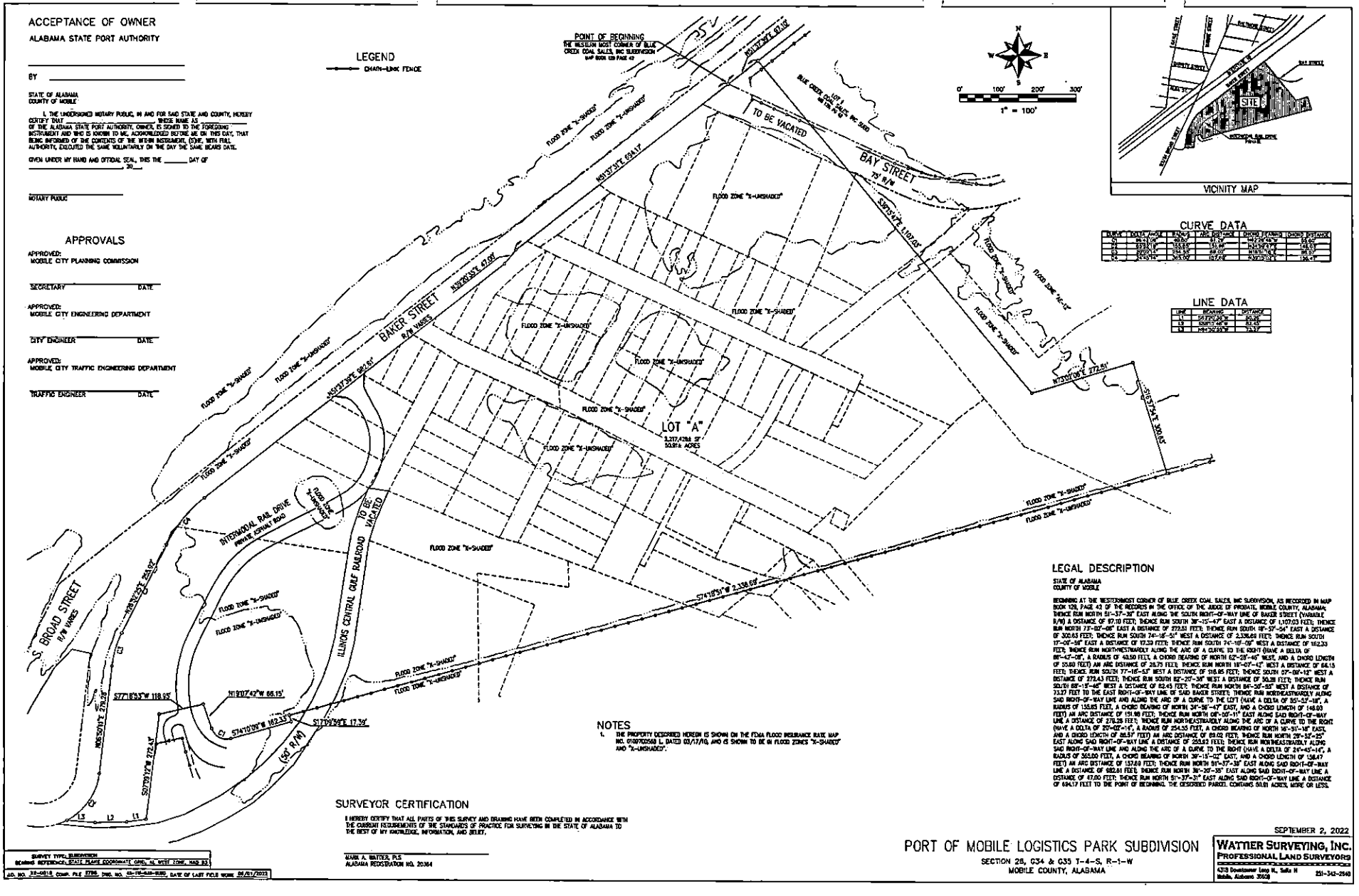
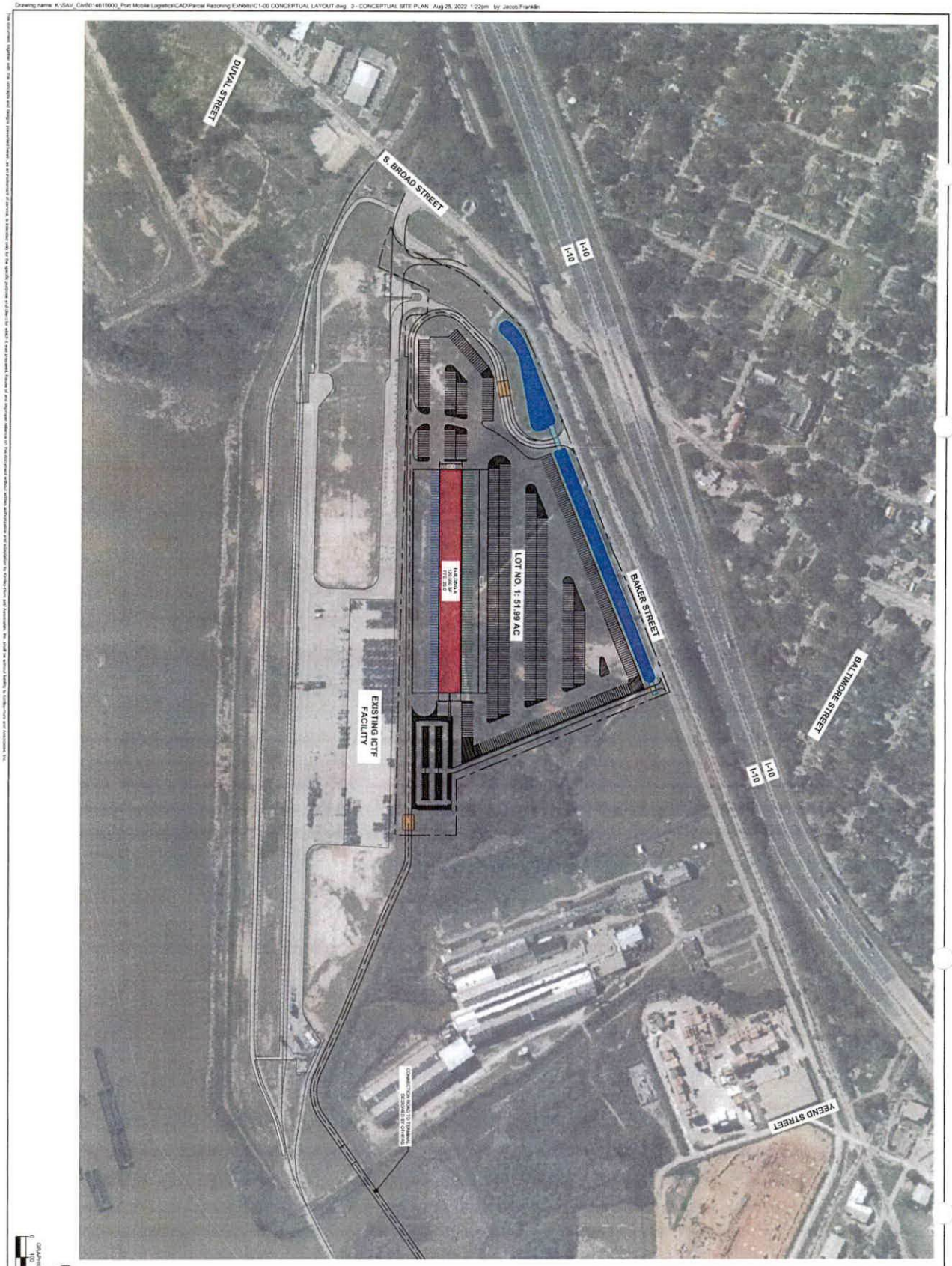

ACCEPTANCE OF OWNER
ALABAMA STATE PORT AUTHORITY
BY
STATE OF ALABAMA
COUNTY OF MOBILE
I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF THE ALABAMA STATE PORT AUTHORITY, OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED 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°39'54"W 47.00'
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
C1
C2
C3
C4
0' 100' 200' 300'
1" = 100'
VICINITY MAP
SITE
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 55.80 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'-46" 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 225.52 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 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2540



SHEET NUMBER 3	TITLE: CONCEPTUAL SITE PLAN	PROJECT: PORT OF MOBILE LOGISTICS PARK, MOBILE, AL 36603	No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE / BY

PREPARED FOR: PortCity
SPH MOBILE, LLC
3818 GA-21
PORT WENTWORTH, GA 31407
PHONE: 912.298.7150

PREPARED BY: Kimley»Horn
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MOBILE, AL 36602
PHONE (251) 263-6340
WWW.KIMLEY-HORN.COM

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.

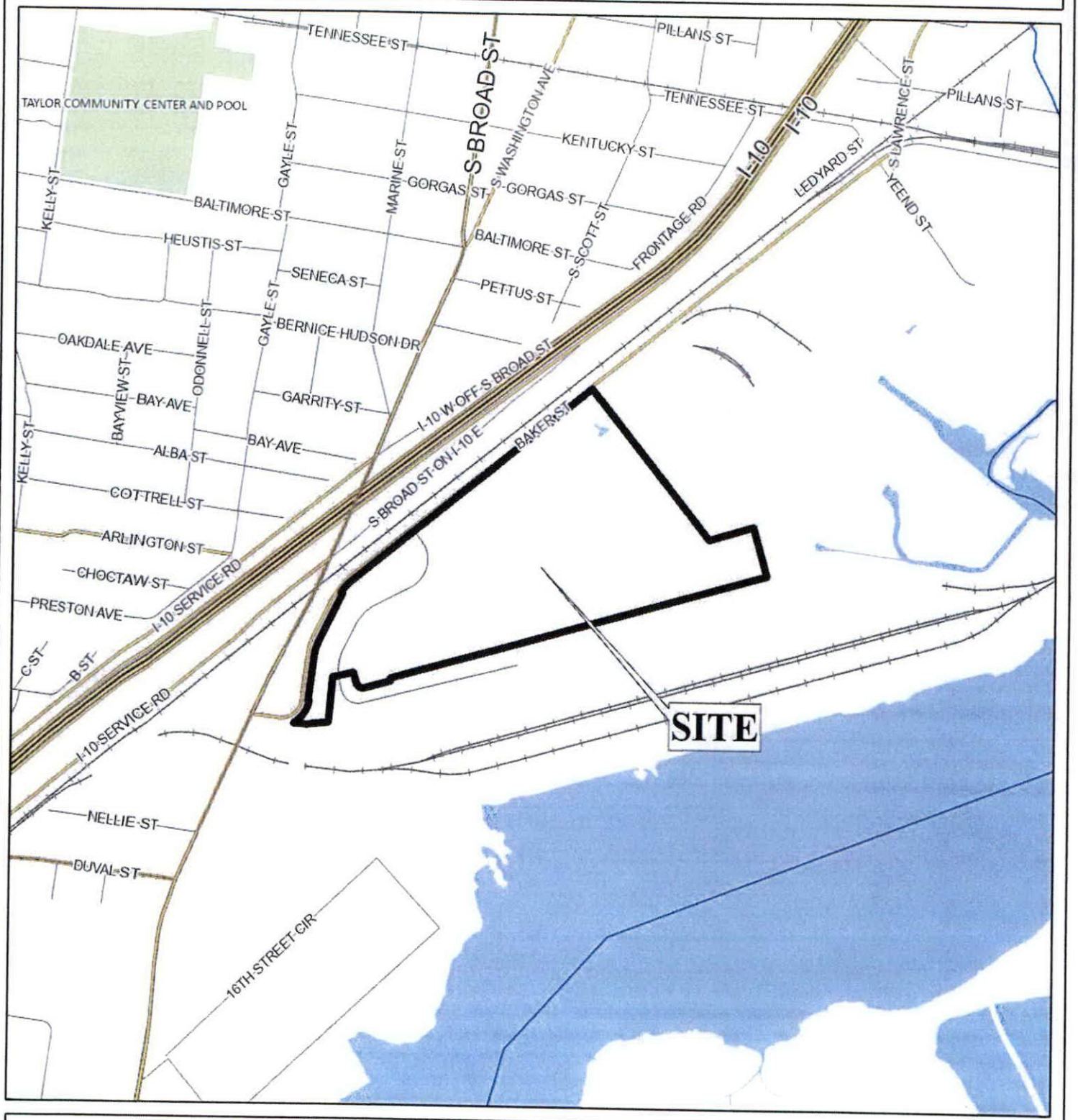
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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

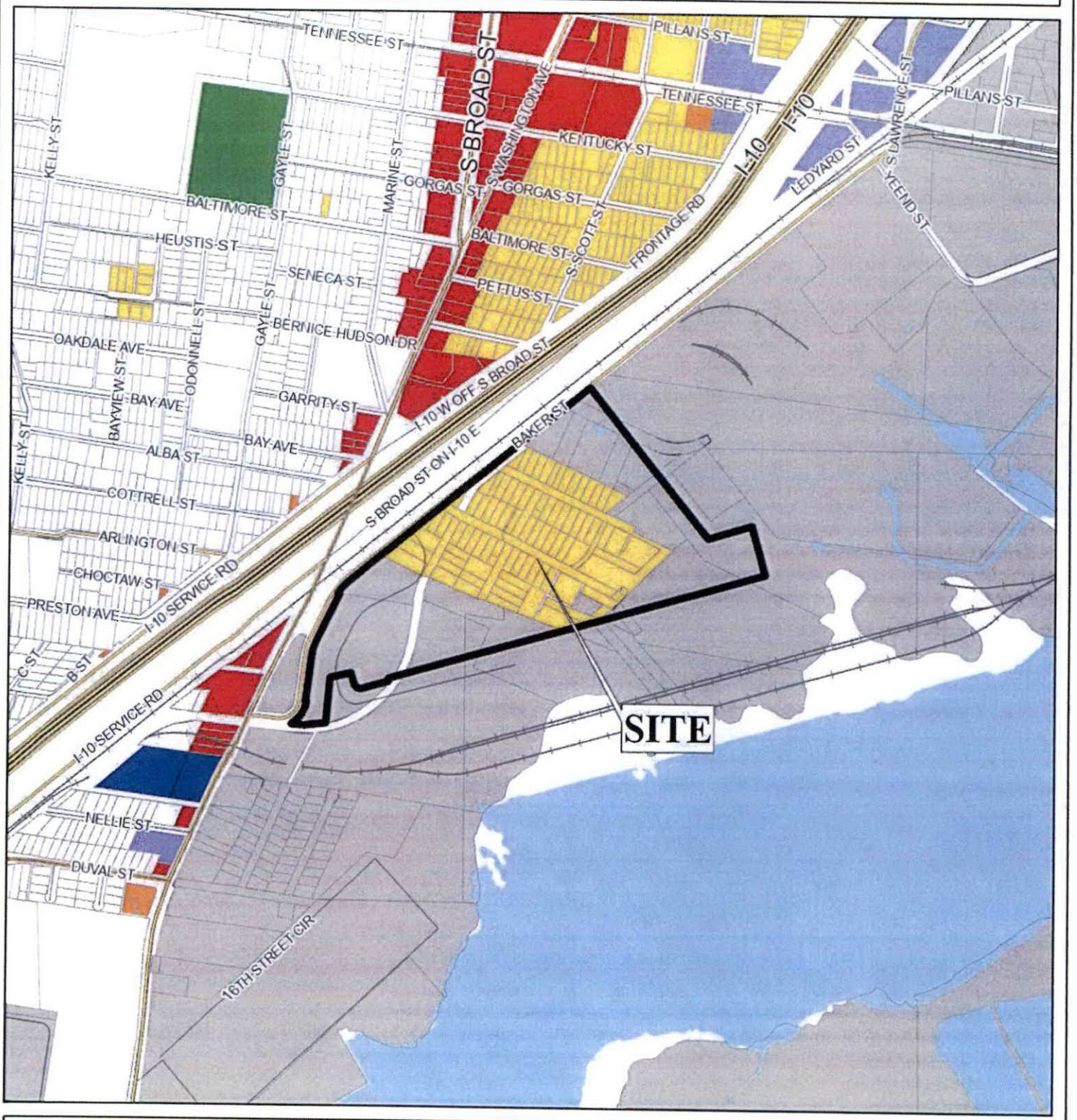
APPLICANT Port Of Mobile Logistics Park Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 6, 2022

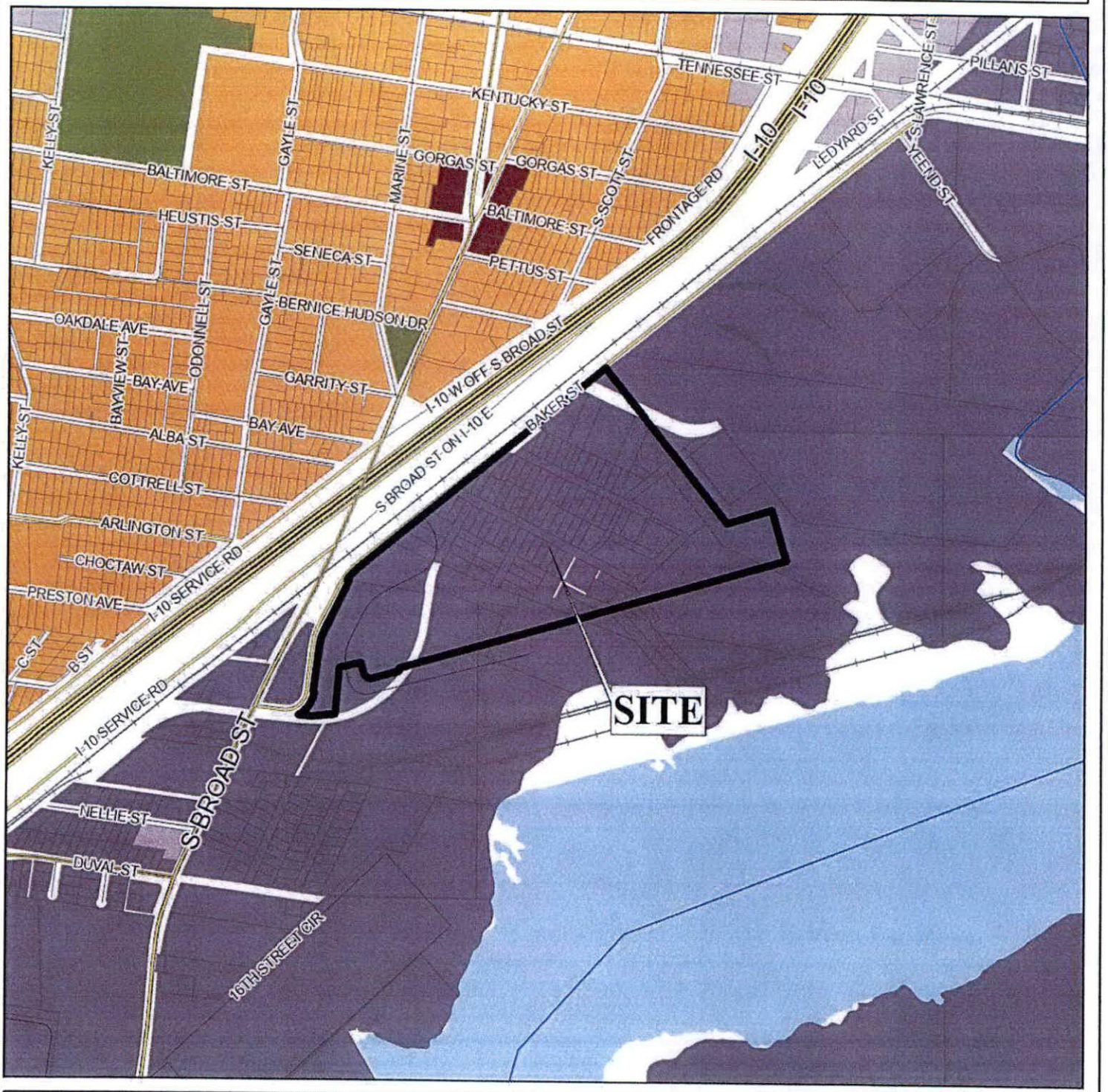
APPLICANT Port Of Mobile Logistics Park Subdivision

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

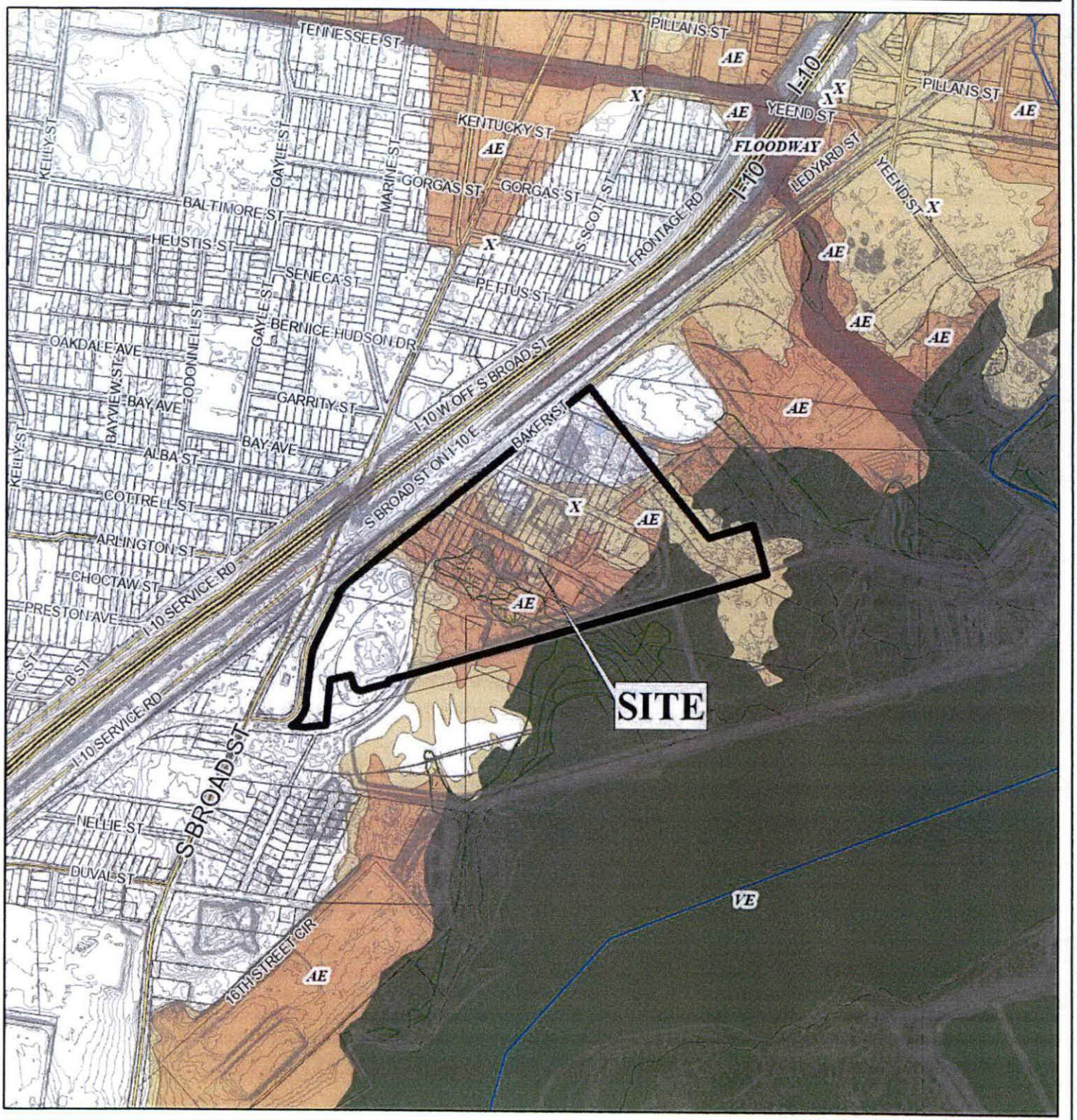
Layer2

- 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

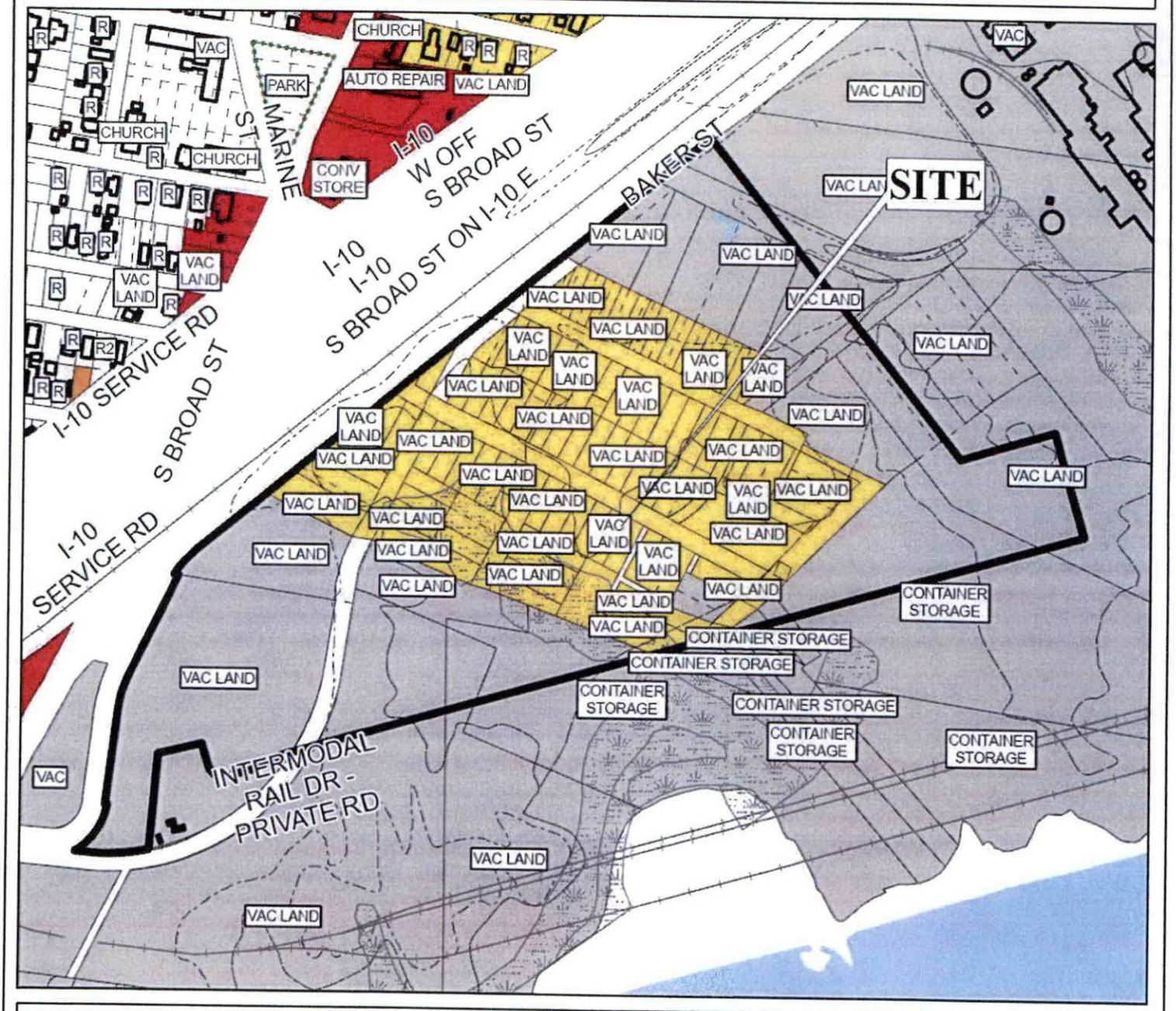
APPLICANT Port Of Mobile Logistics Park Subdivision

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

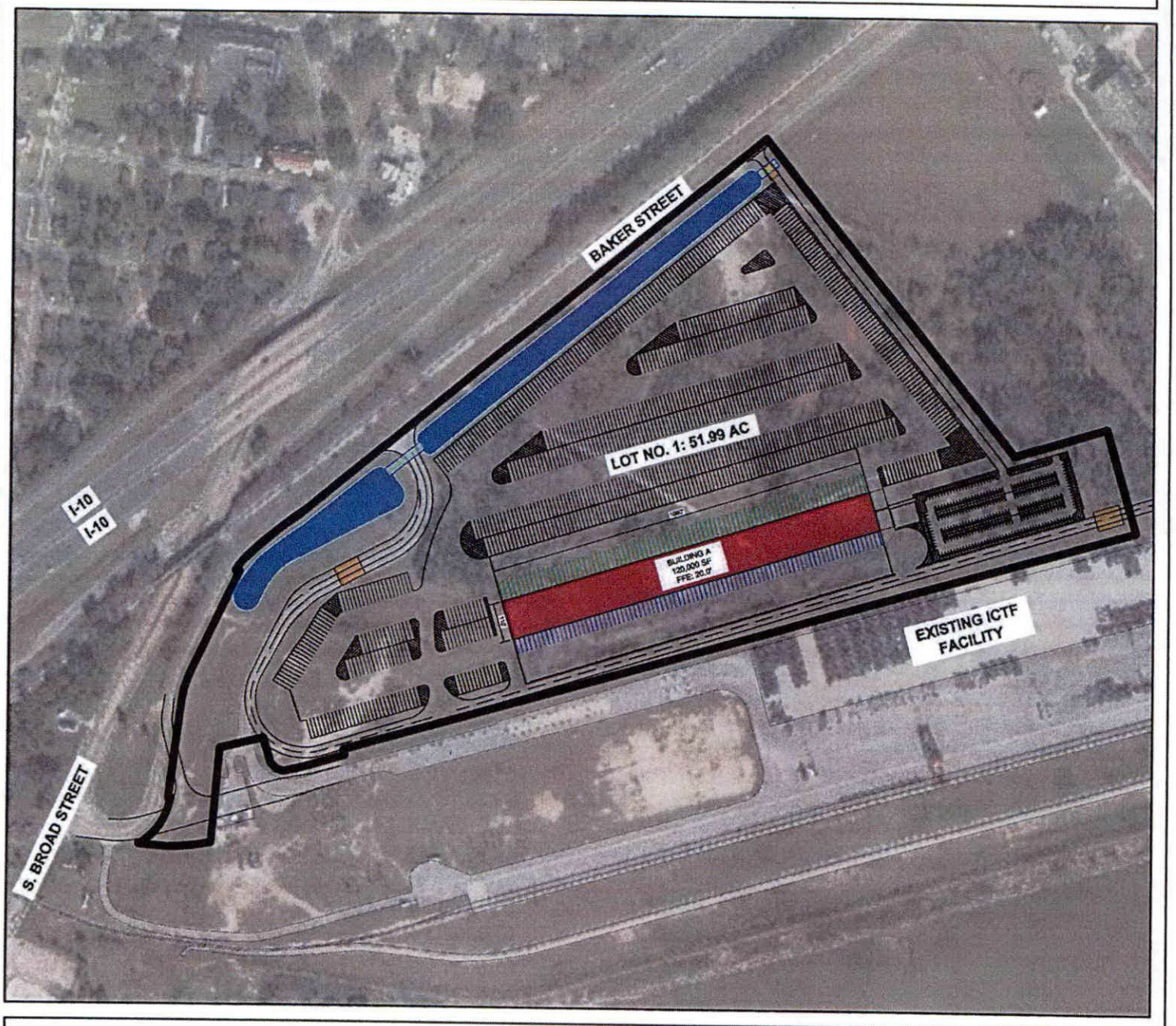
APPLICANT Port Of Mobile Logistics Park Subdivision

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

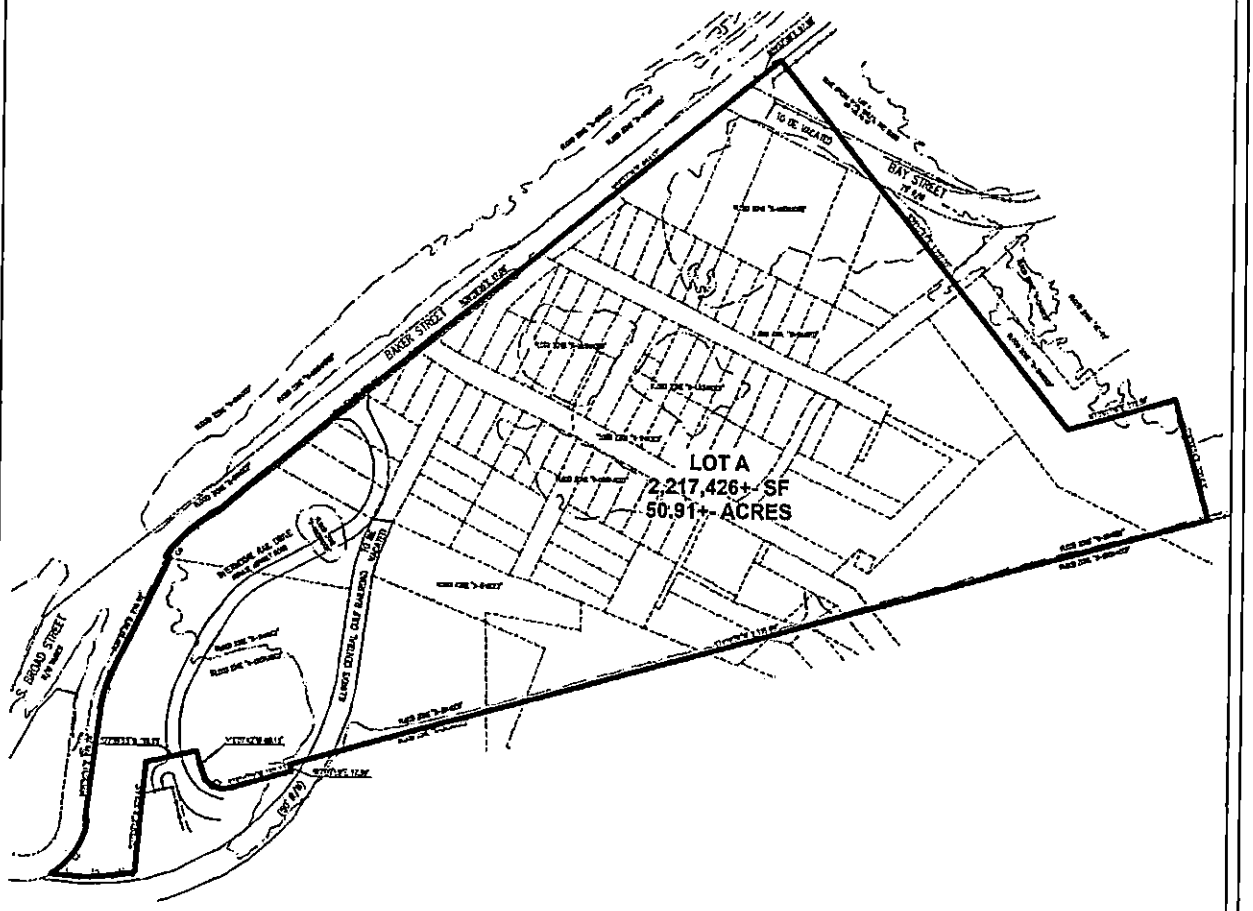
APPLICANT Port Of Mobile Logistics Park Subdivision

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:11/29/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2022 Chevrolet Tahoe LT SUV for MFRD.
General fund.

Amount of Contract:

$57,933.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221117 Donohoo Agenda Package POs	Cover Memo	11/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:34 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
11	2023	(1510) FIRE ADMINISTRATION	2022 CHEVROLET TAHOE LT SUV FOR MFRD (SEALED BID 5737)	$57,933.00	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000011-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL
1000 GREENHILL BLVD NW	745 BROAD STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	richardsonv@cityofmobile.org
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV)	1.00	57933.00000	57933.00
	AS FOLLOWS:	EACH		

Additional Description Notes

VENDOR TO PROVIDE 2022 CHEVROLET TAHOE LT 2WD, WITH STANDARD EQUIPMENT, BLACK IN COLOR.

VEHICLE TO DO BE DELIVERED TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET MOBILE ALABAMA.

NO CHANGES TO THIS ORDER WITHOUT THE PRIOR RITTEN PERMISSIONOF THE PURCHASING AGENT OF THE CITY OF MOBILE.

NO FIREFIGHTER, CAPTAIN, OR ANY CHIEF OFFICE HAS TEH AUTHORITRY TO MAKE CHANGES TO THIS ORDER.

VENDOR IS TO DELIVER THE VEHICLE TO THE CITY OF MOBILE MOTOR POOL. DELIVERY TO ANY OTHER LOCATION OR PICK UP FROM THE DEALERSHIP BY A CITY EMPLOYEE WILL RESULT IN A $1,000.00 DEDUCT IN PAYMENT TO THE VENDOR BY THE CITY OF MOBILE. AS PER MY BID #5737 AND YOUR QUOTE.

Vendor Item
Inventory Item/Loc 724

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP01522 .VEHICLEEXP.	.	57933.00

Bill To	Requisition 00000011-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 57933.00

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

Account			Amount	Remaining Budget
E MP01522	.VEHICLEEXP.	.	57933.00	1322416.47

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	57933.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/03/22	CHARLES SUMRALL	2015 Ford Expl- Asset 53916 wi
Approved	10/04/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/04/22	JAMES DELAPP	
Approved	10/04/22	MARC VASSALLO	Auto approved by: 910518527
Approved	11/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij

Bill To	Requisition 00000011-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	293039				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/16/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	11/16/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	11/16/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	11/16/22	JOHN PAINE			
	Approved	11/16/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5737
SPORTS UTILITY VEHICLE

DONOHOO CHEVROLET	JOE BULLARD CHEVROLET
$57,933.00	$59,073.00

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:
10/21/2022	5737	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. 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. 1- 2	**SPORTS UTILITY VEHICLE** 2022 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Chevrolet Tahoe LT 2WD or Equivalent. Year, Make & Model _____ Minimum Specifications: • 2022 or newer Chevrolet Tahoe LT 2WD Chevy package CC10706 or equal Options • 2nd row manual bucket seats, Chevy package, #ATV • 20" wheels, 20" x 9" painted aluminum with machine face and Argent Metallic pockets • Black, grey, or white in colors. Additional vehicles can be listed on a separate sheet and attached. Furnish Literature and Specifications. Vehicle may be on lot or will be delivered within 90 days of the award of this bid and issuance of a Purchase Order. Time to deliver vehicle after receipt of order/award _____ Vendor shall identify the specific vehicle within 60 days of award by VIN and deliver the vehicle identified within 90 days of the award of this bid. 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

Upon award the City will purchase one (1) Chevrolet Tahoe or equal and may buy up to a total of 4 if budget allows.

Colors to be black, grey, or white.

Include Certificate of Title in your Bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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).

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 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. **CITY WILL AWARD VEHICLES BASED ON PRICING ITEM BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tyler Technologies Inc for annual continuing education services.

CIP.

Amount of Contract:

$18,655.69

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

ATTACHMENTS:

Description	Type	Upload Date
20221117 Tyler Agenda Package POs	Cover Memo	11/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:34 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
1292	2023	(5000) INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES PLANNED ANNUAL CONTINUING EDUCATION SERVICES (PROFESSIONAL SERVICE, SOLE SOURCE)	$18,655.69	(292630) TYLER TECHNOLOGIES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TYLER TECHNOLOGIES INC	MIT
P O BOX 203556	651 CHURCH STREET
	MOBILE, AL 36602
DALLAS, TX 75320-3556	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#515-817-2723	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #090320 TTI.			
	THIS IS PART OF THE MAINTENANCE PLAN #C0632.			
001	Renewal: No 1 5 EA PACE 5- TRAINING Maintenance Plan: Start: 02/01/2023 End: 01/31/2024; Term: 12 months	5.00 EACH	765.77611	3828.88
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0632 .PROFTECHNC. .			3828.88
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Renewal: PACE 5- TYLER CONNECT REGISTRATION Maintenance Plan: ; Start: 02/01/2023, End:	3.00 EACH	989.12000	2967.36

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	01/31/2024; Term: 12 months			
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0632 .PROFTECHNC. .			2967.36
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Renewal: PACE 5 - TYLER CONNECT REGISTRATION Maintenance Plan: ; Start: 02/01/2023, End: 01/31/2024; Term: 12 months	12.00 EACH	989.12100	11869.45
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0632 .PROFTECHNC. .			11869.45

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TYLER TECHNOLOGIES INC	MIT
P O BOX 203556	651 CHURCH STREET
	MOBILE, AL 36602
DALLAS, TX 75320-3556	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#515-817-2723	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 18665.69

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

Account			Amount	Remaining Budget
E C0632	.PROFTECHNC.	.	18665.69	54665.18

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	18665.69	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	10/25/22	MARK PEARSON	Auto approved by: 91057606
Approved	10/25/22	SCOTT KEARNEY	
Approved	10/25/22	MARK PEARSON	Auto approved by: 91057606

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TYLER TECHNOLOGIES INC	MIT
P O BOX 203556	651 CHURCH STREET
	MOBILE, AL 36602
DALLAS, TX 75320-3556	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#515-817-2723	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/25/22	SCOTT KEARNEY			
	Approved	10/25/22	BRENDA RHODES			
	Approved	10/25/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	10/25/22	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	
	Approved	11/04/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

Carleen Stout, Interim REAM Director

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To make exterior renovations at the History Museum of Mobile

Amount of Contract:

$442,550.00

Funding Source

Project # History Museum of Mobile - Exterior Repairs MU-050-21 — **Discretionary Funds**

Project String C0585 History Museum of Mob-Exterior Reno (20002000-48010) — **Contract Number:**4144

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/16/2022 - 10:34 AM
Capital	Rhodes, Brenda	Approved	11/16/2022 - 11:30 AM
Legal	Kern, Chris	Approved	11/17/2022 - 11:37 AM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Christopher Bell.

Amount of Contract:
n/a

Effective Date of Contract:
11/29/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - C Bell

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - C Bell	Resolution Letter	11/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/14/2022 - 2:06 PM
			11/14/2022 -

Legal	Kern, Chris	Approved	2:51 PM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Christopher Bell, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P005\00111903.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Karrie Fayard Nelson

Amount of Contract:

n/a

Effective Date of Contract:

11/29/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Nelson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Nelson	Resolution Letter	11/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/17/2022 - 9:47 AM
			11/17/2022 -

Legal	Kern, Chris	Approved	11:32 AM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:33 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Karrie Fayard Nelson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D015\P005\00111957.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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
resolution	Cover Memo	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2022 - 10:20 AM

60-1034 2022

RESOLUTION

Sponsored by: Councilmembers Carroll and Jones

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the “Master Plan Civic Center Site by Populous 2022” is hereby adopted.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 9:38 AM

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:	Mahantraj Mobile, LLC
Location:	Holiday Inn Mobile Downtown 301 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 5544

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 11.21.2022

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: *MAHANTRAJ MOBILE LLC*

Trade Name: HOLIDAY INN MOBILE DOWNTOWN

Location: 301 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

AGENDA DATE
12.06.2022

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 5544

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 11.21.2022

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: *MAHANTRAJ MOBILE LLC*

Trade Name: HOLIDAY INN MOBILE DOWNTOWN

Location: 301 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW

AGENDA DATE
12.06.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **November 22, 2022**

Re: **Application # 5543 / 251 Government St.**

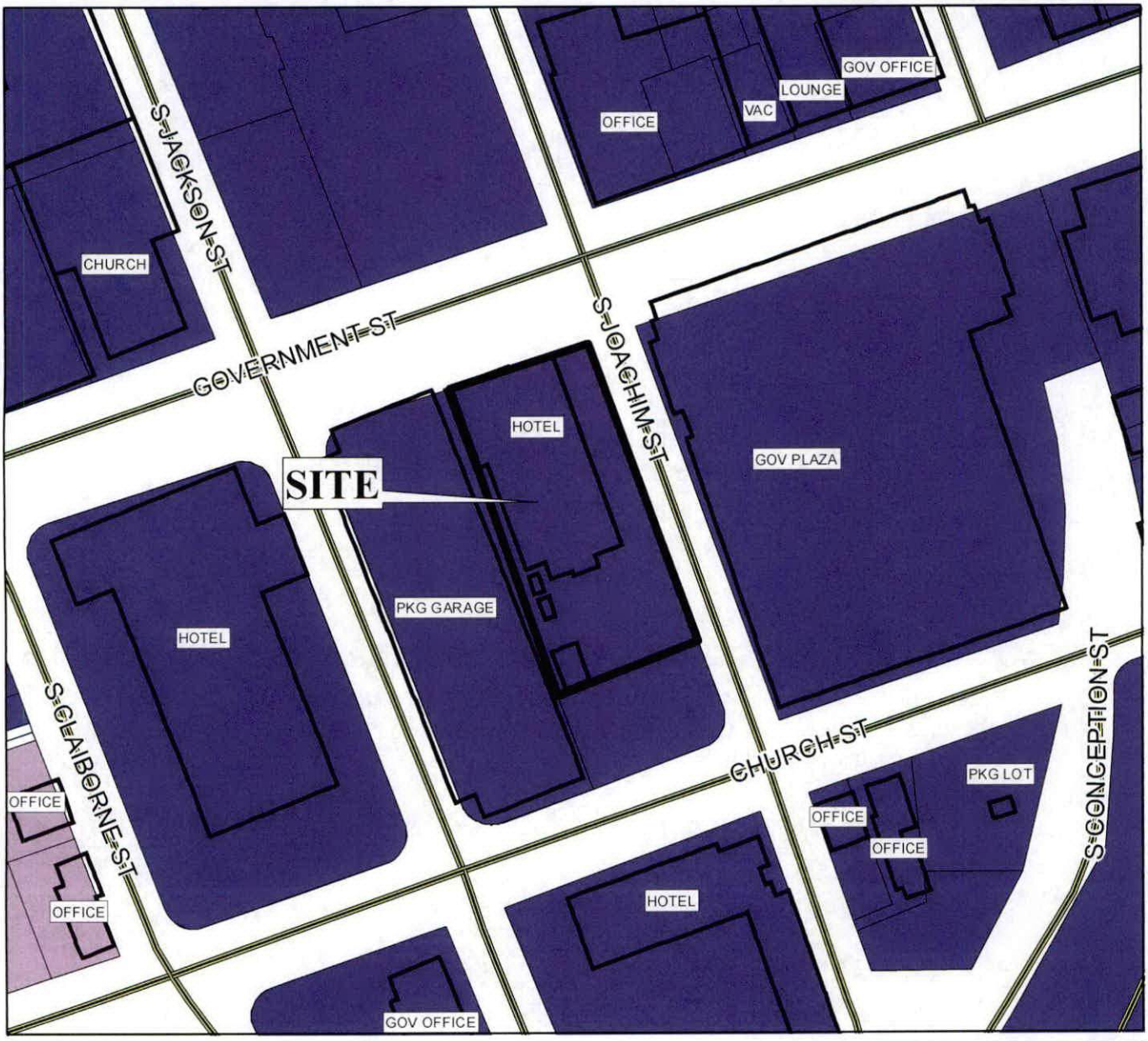
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a hotel with special retail liquor sales is a permitted use in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

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

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5543 DATE DECEMBER 5, 2022

APPLICANT 251 GOVERNMENT STREET PROPERTY OWNER LLC

LOCATION 251 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE: 12.06.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5544

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

MAHANTRAJ MOBILE LLC has filed application with the City of
(Name of Applicant)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *MAHANTRAJ MOBILE LLC*

TRADE NAME: HOLIDAY INN MOBILE DOWNTOWN

LOCATED AT: 301 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: VIVEK PATEL **PHONE#:** 802.770.9900

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 11.21.2022
Application No: 5544

Type License: ***160 - SPECIAL RETAIL - MORE THAN 30 DAYS***

Type License: *N/A*

Name of Applicant(s) ***MAHANTRAJ MOBILE 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
PATEL, YOGINKUMAR H TX 25791599	MEMBER	10.10.1983 GUJARAT INDIA	
PATEL, BHARATKUMAR B TX 25013562	MEMBER	04.17.1974 GUJARAT INDIA	)AD
AMIN, DHRUVESH THAKORBHAI AL 7585527	MEMBER	07.02.1957 GUJARAT INDIA	
PATEL, KARTIK HARSHADBHAI TX 28075204	MEMBER	02.02.1985 GUJARAT INDIA	E

Corporate information: 001-014-181 (Enter book & page or document info) Date: 04.12.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***HOLIDAY INN MOBILE DOWNTOWN***

Location 301 GOVERNMENT STREET MOBILE AL 36602

Mailing Address 301 GOVERNMENT STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? HOTEL

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 — POA VK

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** Vinit Patel - 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** Vinit Patel - POA

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 09.19.2022

The undersigned MAHANTRAJ MOBILE LLC dba HOLIDAY INN MOBILE DOWNTOWN - SKYVIEW LOUNGE
(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.

Vinit Patel - POA
Signature of Affiant

Sworn to and subscribed before, me this 21 day of November Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person VIVEK PATEL E-mail: VIVEKPTL422@GMAIL.COM

Phone Number: Home: 802.770.9900 Cell: 802.770.9900 Bus: 802.770.9900

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 60 License premises includes patio area *NO*

Square Footage 1800

License covers: *TOP FLOOR*

License Structure: *HOTEL / MOTEL*

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
PATEL, YOGINKUMAR H TX 25791599	NONE		
PATEL, BHARATKUMAR B TX 25013562	NONE		
AMIN, DHRUVESH THAKORBHAI AL 7585527	NONE		
PATEL, KARTIK HARSHADBHAI TX 28075204	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: Vivek Patel – POA

Lease /Property Ownership

Name of Property Owner/Lessor: MAHANTRAJ HOSPITALITY LLC 760.617.0800

Address of Property Owner/Lessor: 7319 NATIVE OAK LANE IRVING TX 75063

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) VK

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1428445
Owner Name	MANHANTRAJ MOBILE 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

031023-0003 SHAWN S. 11/21/2022 09:09AM

BUSINESS LICENSE
MANHANTRAJ MOBILE LLC
122522
2022 Item: 1428445
ALCOHOL APPLICATION FEE 50.00

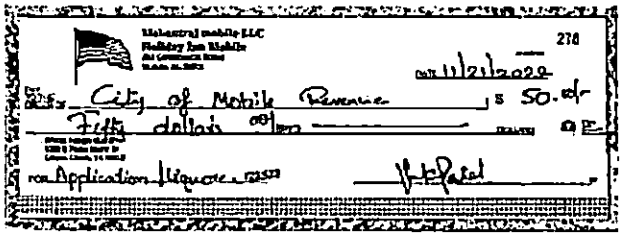
50.00

Subtotal **50.00**
Total **50.00**

CHECK 50.00
Check Number 276

Change due **0.00**

Paid by: MANHANTRAJ MOBILE LLC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221116144740645

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Type License: **State:** **County:**

Trade Name: HOLIDAY INN MOBILE DOWNTOWN **Filing Fee:** $50.00

Applicant: MAHANTRAJ MOBILE LLC **Transfer Fee:**

Location Address: 301 GOVERNMENT ST MOBILE, AL 36602

Mailing Address: 301 GOVERNMENT ST MOBILE, AL 36602

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-014-181

Do you sell Draft Beer?:

Date Incorporated: 04/12/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/12/2022

Federal Tax ID: 88-1745744 **Alabama State Sales Tax ID:** R011495058

Name:	Title:	Date and Place of Birth:	Residence Address:
YOGINKUMAR H PATEL 25791599 - TX	MEMBER	10/10/1983 INDIA	
DHRUVESH THAKORBHAI AMIN 7585527 - AL	MEMBER	07/02/1957 INDIA	
BHARATKUMAR PATEL 25013562 - TX	MEMBER	04/17/1974 INDIA	

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: VIVEK PATEL
Business Phone: 802-770-9900
Fax:

Home Phone: 802-770-9900
Cell Phone: 802-770-9900
E-mail: VIVEKPTL422@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221116144740645

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MAHANTRAJ PALESTINE LLC/ MAHANTRAJ HOSPITALITY LLC 760-617-0800
What is lessors primary business? HOTEL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1800 Display Square Footage:
Building seating capacity: 70 Does Licensed premises include a patio area? NO
License Structure: MOTEL/HOTEL 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: 20221116144740645

Initial each | **Signature page**

Initial each	
VP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
VP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
VP	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.
VP	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.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
VP	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.
VP	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.
VP	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): Vivek Patel - POA

Signature of Applicant: Vivek Patel

Notary Name (print): Sandy Durkan

Notary Signature: Sandy Durkan Commission expires: 9/17/25

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221116144740645

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 ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME PERSON

122572

INFORMATION SHEET

Contact Person: Vivek Patel **Phone #:** 802-770-9900

Business Name: Holiday Inn Mobile DWTN

Corporation Name: Mahantraj MOBILE LLC

Business Address: 301 Government St, Mobile, AL-36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? Yes **Building seating capacity:** 60

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? _____

If not kitchen equipped, is any type of food served? Yes **If yes explain:**
Roast Restaurant Downstairs which does not Serve Alcohol

Square Feet of building 1800 sq/ft Lafayettes Restaurant 85941

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Mahaviraj Mobile LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Bharat Kumar Patel

Social Security ace: Asian Sex: (✓)M ( )F

Driver License#, State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 04 / 17 / 1974

Place of Birth Gujarat India

County *State* *Nation*

Present Addres

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 19 Years Home# Cell# 361-688-4711

****

Full Name (*First, Middle, Last*) Dhavesh Thakorbhai Amin

Social Security #, ce: Asian Sex: (✓)M ( )F

Driver License#, State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 02 / 1957

Place of Birth Gujarat India

County *State* *Nation*

Present Address:

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 18 Years & Above Home# Cell# 423-400-6905

Full Name (*First, Middle, Last*) Yogin kumar H Patel

Social Security # Race: Asian Sex: (✓)M ( )F

Driver License# State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 10 / 10 / 1983

Place of Birth Gujarat India
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# Cell# 760-617-0800

****

Full Name (*First, Middle, Last*) Kaushik Harshadbhai Patel

Social Security # Race: Asian Sex: (✓)M ( )F

Driver License: State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 02 / 02 / 1985

Place of Birth Gujarat India
County *State* *Nation*

Present Address
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# Cell# 361-585-6379

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Mahavtraj Mobile LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Bharat Kumar Patel

Social Security # Race: Asian Sex: (✓)M ( )F

Driver License#: State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 04 / 17 / 1974

Place of Birth Gujarat India
County *State* *Nation*

Present Address: 10
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 19 Years Home#_____ Cell# 361-688-4711

****

Full Name (*First, Middle, Last*) Dhruvesh Thakorbhai Amin

Social Security # e: Asian Sex: (✓)M ( )F

Driver License#: State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 02 / 1957

Place of Birth Gujarat India
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 18 Years & Above Home#_____ Cell# 423-400-6905

Full Name (*First, Middle, Last*) Yogin kumar H Patel

Social Security _ Race: Asian Sex: (✓)M ( )F

Driver License# _ State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 10 / 10 / 1983

Place of Birth _ Gujarat India
County *State* *Nation*

Present Address
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+Years Home# _ Cell# 760-617-0800

****

Full Name (*First, Middle, Last*) Kartik Harshadbhai Patel

Social Security # _ Race: Asian Sex: (✓)M ( )F

Driver License _ State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 02 / 02 / 1985

Place of Birth _ Gujarat India
County *State* *Nation*

Present Address _
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+Years Home# _ Cell# 361-585-6379

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

Full Name (*First, Middle, Last*) Mehul Sitaram Patel

Social Security Asian Sex: (✓)M ( )F

Driver License# ? State GA

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 11 / 1978

Place of Birth Gujarat India
County *State* *Nation*

Present Address: 39
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# _____ Cell# 860-212-1635

****

Full Name (*First, Middle, Last*) Parth Amin

Social Security # Asian Sex: (✓)M ( )F

Driver License# State MS

Title (*i.e. Owner, President, Member*) Member

Date of Birth 12 / 18 / 1992

Place of Birth New Jersey U.S.A
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# _____ Cell# 423-505-7599

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

Full Name (*First, Middle, Last*) Priyadarshan Pankajkumar Patel

Social Security Race: Asian Sex: (✓)M ( )F

Driver License# State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 05 / 22 / 1983

Place of Birth Gujarat India
County *State* *Nation*

Present Addre
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# Cell# 860-839-9620

****

Full Name (*First, Middle, Last*)

Social Security # Race: Sex: ( )M ( )F

Driver License# State

Title (*i.e. Owner, President, Member*)

Date of Birth / /

Place of Birth
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: Home# Cell#

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
		N/A		

I certify that the above information is correct and true.

Signature & Title

Date: OWNER's Rep

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Mahavtraj Mobile LLC

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

Certified Copy of a Non-Recordable Document

State of Texas, County of DALLAS

On this 29 day of August, 2022, I certify that the preceding or attached document, and the duplicate retained by me as a notarial record, are true, exact, complete, and unaltered photocopies made by me of Passport & TX DL Copy (description of document), presented to me by the document's custodian, Yogeshwar Patel, held in my custody as a notarial record and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.

Notary Public Signature

(seal)

CRISTINA SAMANO
Notary ID #132274929
My Commission Expires
December 5, 2023

I-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-25-2022

YOGINKUMAR H PATEL
7319 NATIVE OAK LN
IRVING,TX,75063US

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

YOGINKUMAR H PATEL

Search Completed Result **08-25-2022** **E2022237000000198519**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM A

Name: Yogin kumar H. Patel Account #_____

Business Name: Mahantraj Mobile LLC Dba - Holiday Inn Mobile

Business Location and Tax ID No.: 301 Government St, Mobile, AL / 88-1745744

For Official Use Only	FORM A
Citizenship status confirmed by _____	Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Yogin kumar H Patel ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 9/12/22

_____

Declarant's Signature

Case Result | Case Status: Status Returned

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident-Employment Authorized
The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0022250145145PN
COA Code:	IR1
Country of Birth:	IND-INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	bharatkumar patel
Date of Birth:	04/17/1974
Card Number:	IOE0900423895
Initiated On:	09/07/2022
Initiated By:	SDUR8422
Point of Contact Name:	Sandy Durham
Point of Contact Phone Number:	(251) 653-0015
Requested Benefits:	Commercial License
Attached Document:	No

I-791 (Rev. 01-31-2013)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-25-2022

BHARATKUMAR BALUBHAI PATEL
1075 S. FULTON BEACH RD
ROCKPORT, TX 78382

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

BHARATKUMAR BALUBHAI PATEL

Search Completed Result **08-25-2022** **E202223700000277198**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security Number: [redacted]

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM B

Name: BHARAT KUMAR B PATEL Account #

Business: MAHAMRAJ MOBILE LLC Dba:- Holiday Inn mobile

Business Location and Tax ID No.: 301, Government St, Mobile, AL / 88-1745744

For Official Use Only	FORM B
Presumptive alien status confirmed by _____	Date _____
SAVE Verification received by _____	Date _____

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, to confirm that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____ and (2) **a copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☑ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, Bharat Kumar B Patel *(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.*

Date 9/12/22

Declarant's Signature

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-12-2022

DHRUVESH AMIN
200 SHADY LANE
FAIRHOPE,AL,US,36532

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

DHRUVESH AMIN

Search Completed Result **08-12-2022** **E2022224000000194314**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM A

Name: DHRUVESH THAKORBHAI AMIN Account #_____

Business Name: Mahantraj Mobile LLC Dba - Holiday Inn Mobile

Business Location and Tax ID No.: 301 Government St, Mobile, AL / 88-1745744

For Official Use Only	FORM A
Citizenship status confirmed by _____	Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Dhruvesh thakorbhai Amin ***, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 9/12/23

_____

Declarant's Signature

Certified Copy of a Non-Recordable Document

State of Texas, County of DALLAS

On this 29 day of August, 2022, I certify that the preceding or attached document, and the duplicate retained by me as a notarial record, are true, exact, complete, and unaltered photocopies made by me of PASSPORT & TX DL PHOTO COPIES (description of document), presented to me by the document's custodian, [illegible] held in my custody as a notarial record and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.

Notary Public Signature

(seal)

CRISTINA SAMANO
Notary ID #132274929
My Commission Expires
December 5, 2023

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-25-2022

KARTIK H PATEL
7406 SUGAR MAPLE DR
IRVING,TX,75063US

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

KARTIK H PATEL

Search Completed Result **08-25-2022** **E2022237000000210229**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

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Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM A

Name: Kartik Harshadbhai Patel Account # _____

Business Name: Maharaj Mobile LLC Dba - Holiday Inn Mobile

Business Location and Tax ID No.: 301 Government St, Mobile, AL | 88-1745744

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Kartik Harshadbhai Patel ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 9/12/22

_____

Declarant's Signature

Special Power of Attorney

I, YOGWKUMAR H PATEL hereby appoint VIVEK PATEL as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning MAHANTRAT MOBILE LLC.
Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 07/21/2022 *(Date)*, and shall remain in full force and effect until 07/21/2032 *(Date)* or unless specifically extended or rescinded earlier by either party.

07/21/2022
Date

Signature

STATE OF ~~ALABAMA~~ TEXAS

COUNTY OF ~~MOBILE~~ DALLAS

BEFORE ME, the undersigned authority, on this July 21 2022, personally appeared YOGWKUMAR H PATEL to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: 12/5/2023

CRISTINA SAMANO
Notary ID #132274929
My Commission Expires
December 5, 2023

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   Mahantraj Mobile LLC

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

3. The name of the registered agent (only one agent): Yoginkumar H Patel

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

   _____

   *COUNTY of above address: MOBILE

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

   _____

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-014-181 DLL

Date	04/12/2022
Time	22:07:00
File	$100.00
County	$100.00
Total	$200.00

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 13 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 1 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

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

4 / 12 / 2022
Date (MM/DD/YYYY)

Yoginkumar H Patel
Signature as required by 10A-5A-2.04

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

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

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:

Mahantraj Mobile LLC

This name reservation is for the exclusive use of Yoginkumar Patel, 231 Greeno Rd, Fairhope, AL 36532 for a period of one year beginning April 12, 2022 and expiring April 12, 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.

April 12, 2022

Date

J. H. Merrill

RES016297

John H. Merrill **Secretary of State**

Bharatkumar Patel - 40%
Dhruvesh Amin - 10%
Parth Amin - 10%
Priyardarshan Patel - 10%
Mehul S Patel - 10%
Yoginkumar H Patel - 10%
Kartik H Patel - 10%

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

Date of this notice: 04-13-2022

Employer Identification Number:
88-1745744

Form: SS-4

Number of this notice: CP 575 A

MAHANTRAJ MOBILE LLC
HOLIDAY INN MOBILE-DOWNTOWN
% YOGINKUMAR H PATEL MBR
7319 NATIVE OAK LN
IRVING, TX 75063

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 88-1745744. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

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

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

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

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MAHANTRAJ MOBILE LLC
301 GOVERNMENT ST
MOBILE, AL 36602-2629

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011495058	08/16/2022	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

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

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/MOTEL	160 - Special Retail >30 Days

Legal Business Name	Trade Name (DBA)
MAHANTRAJ MOBILE LLC	HOLIDAY INN MOBILE DOWNTOWN

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
301 GOVERNMENT STREET		STAND ALONE

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet?
MOBILE	AL	36602	YES ... DRAWING ATTACHED

Business Contact Person

Name	Title	Phone	Email
VIVEK PATEL	POA	(802) 770-9900	VIVEKPTL422@GMAIL.COM

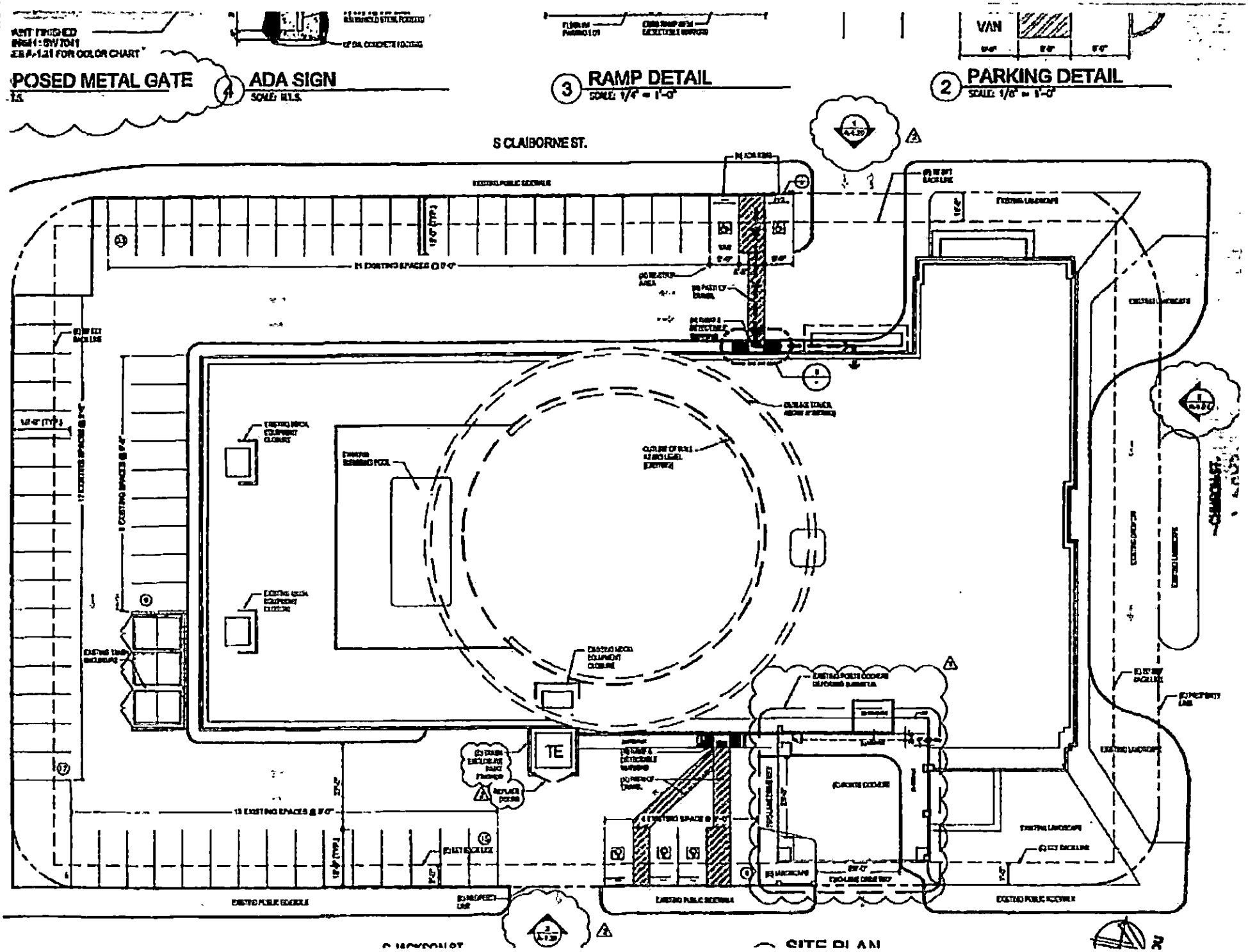
URBAN DEVELOPMENT DEPARTMENT USE ONLY

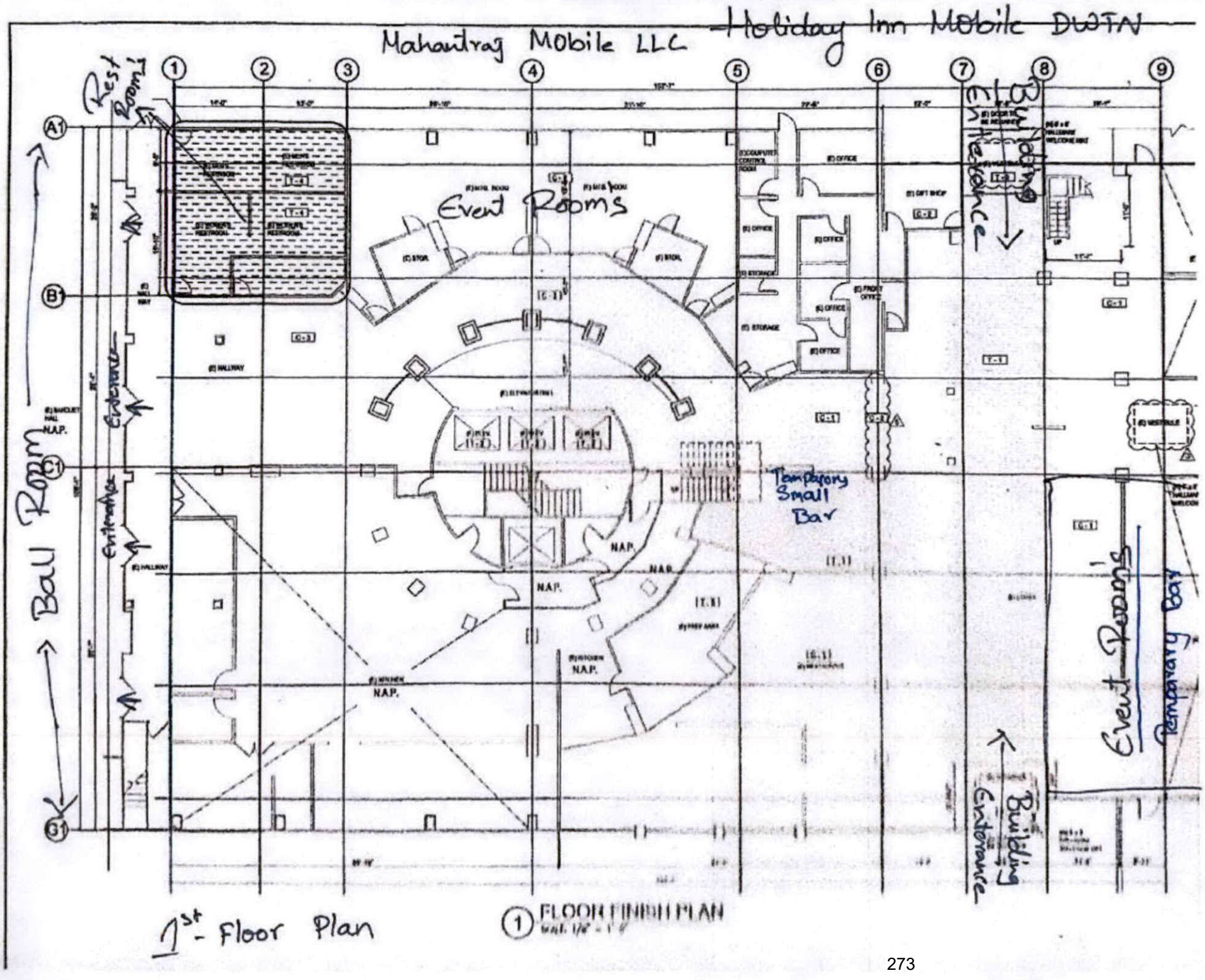
Parking Provided	Parking Required	Compliance	Zoning	Approved
67	N/A	YES	T-5.2	YES

Comments

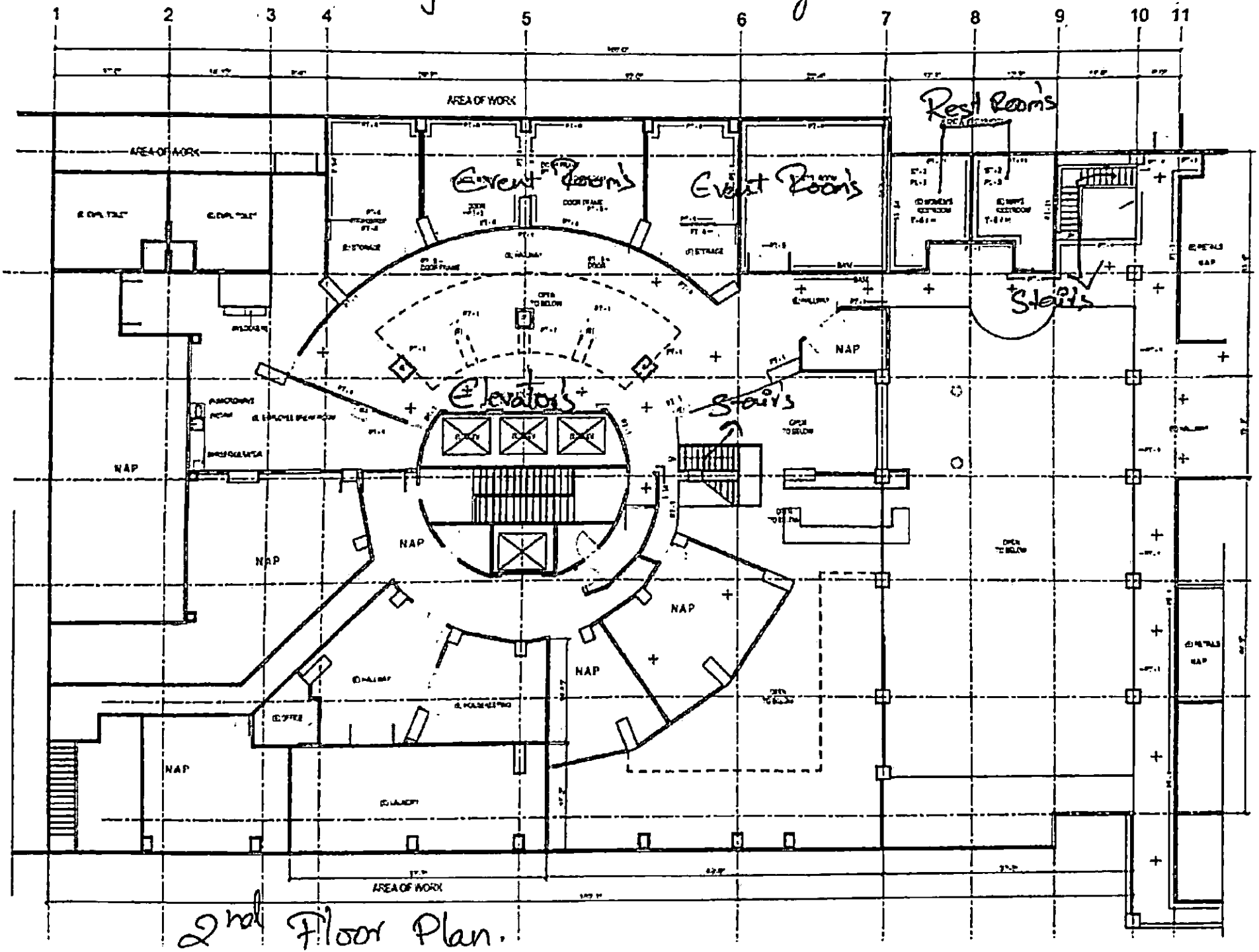
The site is within the Downtown Development District which exempts T-5.2 from off-street parking requirements.

Print Name	Signature	Date
Logan Anderson	A. Logan Anderson	11/22/2022

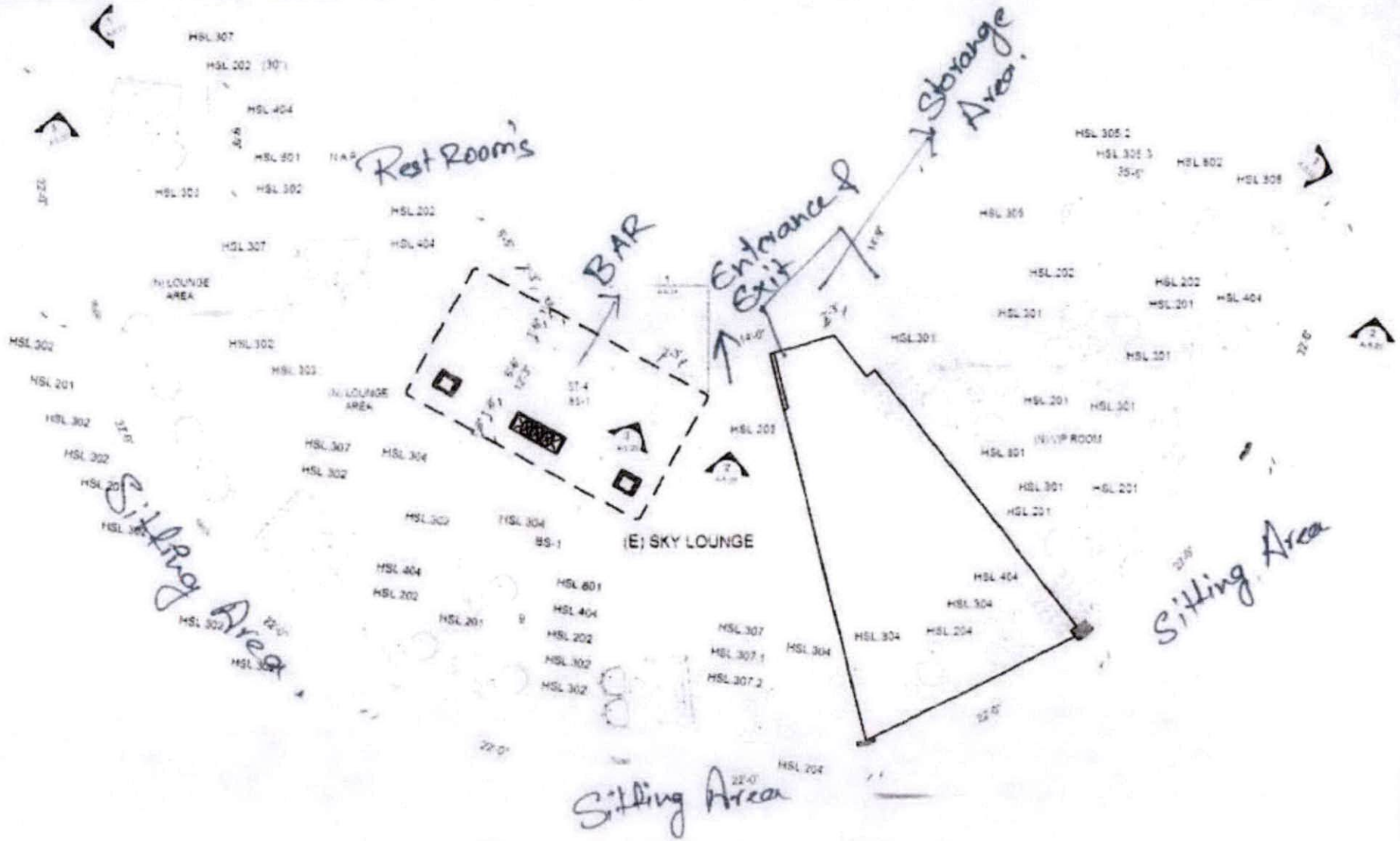

POSED METAL GATE
ADA SIGN
3 RAMP DETAIL
SCALE: 1/4" = 1'-0"
2 PARKING DETAIL
SCALE: 1/8" = 1'-0"
VAN
S CLAIBORNE ST.
TE
SITE PLAN


Mahavtraj Mobile LLC
Holiday Inn Mobile DUTN
Rest Rooms
Ball Room
Entrance
Entrance
Event Rooms
Building Entrance
Temporary Small Bar
Event Rooms
Temporary Bar
Building Entrance
N.A.P.
1st - Floor Plan
1 FLOOR FINISH PLAN

Mahantraj Mobile LLC -> Holiday Inn Mobile DWTN



2nd Floor Plan.



Holiday Inn Mobile DWTN, Mobile, AL-36602

301 Government St, Mobile, AL-36602

9/7/2022

Lease

THIS AGREEMENT made and entered into this 16th day of June 2022, by and between Mahantraj Palestine LLC / Mahantraj Hospitality LLC, hereinafter referred to as "Landlord", and Mahantraj Mobile LLC hereinafter referred to as "Tenant". In consideration of the mutual covenants herein contained, the parties agree as follows:

Section One

DESCRIPTION OF PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises located at 301 Government Street, Mobile, AL 36602, hereinafter referred to as the "Premises".

Section Two

TERM

The term of this lease is Twenty (20) years beginning upon June 16, 2022.

Section Three

QUIET ENJOYMENT

Landlord covenants, warrants, and represents that upon commencement of the lease term, Landlord has full rights and power to execute and perform this lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peacefully and quietly have, hold, and enjoy the demised premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this lease.

Section Four

RENT

The rent for said premises shall be the sum of $100.00 per month which shall be paid by Tenant in advance of the first day of each month, beginning on the first (1st) day of the first month following occupancy.

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

9/12/22
Date

Owner of Property (Signature)

Vivek Patel
Print Name of Property Owner

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

9/12/22
Date

Applicant's Signature

Vivek Patel
Print Name of Applicant

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 #	5544
Business Name	MAHANTRAJ MOBILE LLC
Company DBA	HOLIDAY INN MOBILE DOWNTOWN
Business Address	301 GOVERNMENT STREET 36602
License Type	160 - SPECIAL RETAIL - MORE THAN 30 DAYS
Post Date	11.21.2022
Agenda Meeting Date	12.13.2022

- POA

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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:

11/29/2022

Funding Source

Project # 1205 Noble C. Beasley f/k/a Prichard Avenue - ME-051-22

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 - 1205 Noble C. Beasley f/k/a Prichard Avenue	Cover Memo	11/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	11/23/2022 - 9:46 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 **1205 NOBLE C. BEASLEY F/K/A PRICHARD 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. 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1205 NOBLE C. BEASLEY F/K/A PRICHARD AVENUE** described as:

LOTS 11, 12 & 13 STRAUSS & SULLIVAN 1ST ADD TO PRICHARD
DBK 156 N S PGS 266-267 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: 29 02 44 0 014 108

Last Assessed to: COOPER ELIZA B C/O JANNIE JACKSON

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 18, 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, November 29, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1205 NOBLE C. BEASLEY F/K/A PRICHARD AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **COOPER ELIZA B C/O JANNIE JACKSON** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 014 108
COUNCIL DISTRICT 1 – CORY PENN
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

Noble C Beasley Rd

1205 PRICHARD AVE

Property Details

PARCEL KEYX	00670081	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE 63

SCORE DISCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-20-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/08/2022

Property Address: 1205 Noble C. Beasley f/k/a Prichard Avenue **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.

2023/11/15

2022/11/15

2022/11/15

2022/11/15

2022/11/15

2022/11/15

2022/11/15

2022/11/15

Affidavit of Mailed Notice

November 21, 2022

State of Alabama
County of Mobile

Subject Property – 1205 NOBLE C. BEASLEY F/K/A PRICHARD 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 **8** 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 Eliza B. Cooper
Andrea C. Bryant
879 Sable
Rancho Santa Margarita, CA 92688

October 4, 2022

RE: **1205 Noble C. Beasley f/k/a Prichard Avenue**
Project Number: ME-051-22

Dear Andrea C. Bryant:

On September 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1205 Noble C. Beasley f/k/a Prichard Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 11, 12 & 13 STRAUSS & SULLIVAN 1ST ADD TO PRICHARD
DBK 156 N S PGS 266-267 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: 29 02 44 0 014 108

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 19, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 19, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 19, 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 19, 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 November 29, 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: 1205 Noble C Beasley Dr aka Prichard Dr Date: September 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 7, 2022

Per the Title Report, the owners are: Krystal Bryant and Andrea Bryant/Heirs of Eliza B. Cooper

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Andrea C Bryant 879 Sable Rancho Santa Margarita, CA 92688	Co-executor of Elizabeth B Cooper Will Phone Number 951-349-8150 Phone Number 909-997-1892
2	Andrea C Bryant 8428 6Th Ave Apt 5 Tacoma WA 98465-1058	Secondary Address
3	Krystal A. Bryant 30183 Redding Ave Murrieta CA 92563-3537	Co-executor of Elizabeth B Cooper Will Phone number 806-517-7978 Phone number 951-349-8150
4	Owners 1205 Noble C. Beasley Dr Mobile, AL 36610	Subject Address

TAX STATUS: 2007 – 2021 Tax Certificate

5	Jannie Lee Hampton 5720 Firefox Rd Mobile AL 36618-2653	Tax Certificate Holder per Mobile County Revenue Commission. No Tax Deed has been applied. Phone number 251-604-7495 Phone number 770-423-1309

6	Jannie Lee Hampton 939 Millstone Ct Mobile AL 36608-9447	Secondary Address
7	Jannie Lee Hampton 5713 Brookstone Walk NW Acworth GA 30101-7810	Third Address

Parties with recorded liens per Title Report:

7	State Lien for taxes: State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Jannie Hampton recorded 3/26/2018 BK 7617 PG 577
8	State Lien for taxes: State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama Vs Jannie Hampton recorded 2/6/2020 instrument number 2020007616

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile against Eliza B. Cooper recorded July 17, 2009, in RP Book 6557, page 671.

Lis Pendens filed by the City of Mobile against Eliza B. Cooper recorded July 6, 2022, in Instrument 2022045619.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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:

11/29/2022

Funding Source

Project # 2010 Tucker Street - ME-069-22 **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 - 2010 Tucker Street	Cover Memo	11/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	11/23/2022 - 9:42 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 **2010 TUCKER STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2010 TUCKER STREET** described as:

LOT 8 BLK E SUNNYMEADE SUB MBK 156 N S PGS 488-489 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 360

Last Assessed to: TATUM RUSSELL L JR, MARQUEZ A TATUM &

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 18, 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, November 29, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2010 TUCKER STREET.** OWNED BY OR MAY HAVE AN INTEREST: **TATUM RUSSELL L JR, MARQUEZ A TATUM & JANICE PETTWAY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 024 360
COUNCIL DISTRICT 1 – CORY PENN
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

2010 TUCKER ST

Property Details

PARCEL KEYX	00695135	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo

Notes

DL

X 2008

DL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑ X

Voted 5-0 Demolition

APPROVAL DATE 7/13/22

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/08/2022

Property Address: 2010 Tucker 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.

2022/11/15

2022/11/15

2022/11/15

2022/11/15

2023/11/15

2022/11/15

Affidavit of Mailed Notice

November 21, 2022

State of Alabama
County of Mobile

Subject Property – 2010 TUCKER 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 **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

MOBILE
ALABAMA

Janice Pettway
2461 Bragdon Avenue
Mobile, AL 36617-2031

October 4, 2022

RE: **2010 Tucker Street**
Project Number: ME-069-22

Dear Janice Pettway:

On September 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2010 Tucker Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 8 BLK E SUNNYMEADE SUB MBK 156 N S PGS 488-489 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 360

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 19, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 19, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 19, 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 19, 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 November 29, 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: 2010 Tucker Street Date: September 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 26, 2022

Per the Title Report, the owners are: Janice Pettway, Marquez Tatum & Russell Tatum

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Janice Pettway 2461 Bragdon Ave Mobile AL 36617-2031	Owner Phone number 251-450-2214
2	Janice Pettway 326 Cedar Dr Mobile AL 36617-3912	Secondary address
3	Marquez Tatum & Russell Tatum 2012 Tucker St Mobile AL 36617-2605	Owner Phone number 251-689-6327
4	Marquez Tatum 2021 Tucker St Mobile AL 36617-2639	Secondary address
5	Russell Tatum 1908 Eoline St Mobile AL 36617-3403	Owner Phone number 251-644-0468
6	Russell Tatum 2408 Hart Ave Mobile AL 36617-2221	Secondary address
7	Owners 2010 Tucker St Mobile AL 36617-2605	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 Tatum Russell Jr, Marquez A Tatum & Janice Pettway recorded 8/4/2022 instrument number 2022051693

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	4 Cases
Council District 3	C J Small	9 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Scott Jones	0 Case
Council District 7	Gina Gregory	4 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1637

Effective Date of Contract:

11/29/2022

Funding Source

Project # Weed Lien Group 1637 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1637	Backup Material	11/22/2022
resolution	Cover Memo	11/23/2022

REVIEWERS:

Department	Reviewer	Action	Date

Municipal Enforcement	Gauthier, Lana	Approved	11/23/2022 - 10:00 AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 21, 2022**

SUBJECT: WEED LIEN GROUP **1637**

Attached, please find Assessment Lists for Weed Lien Group Number **1637** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 11/29/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/3/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 12/1/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 12/15/2022

LEGAL NOTICE ADS: 12/21/2022-12/28/2022

POSTING DATE: 12/27/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1637	Res. No.
11/29/2022	LOTS TO BE DECLARED	58-
1/3/2023	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	2356 Hathcox St	22497	22505		1	
2	2353 Hart Ave	22496	22506		1	
3	1414 Persimmon St	29960	22507		2	
4	808 S. Washington Ave	21817	22508		3	
5	1070 Cottrell St	29670	22509		3	
6	757 Farnell St	30316	22510		5	
7	854 Marine St	29136	22511		3	
8	7106 Tenth St	22117	22512		7	
9	1201 Baltimore St	29631	22513		3	
10	1055 Marine St	21326	22514		3	
11	1632 Prairie Ave	29982	22515		3	
12	1004 Alba St	29720	22516		3	
13	612 Crawford Lane	10553	22517		2	
14	2308 Bullen St	22495	22524		1	
15	1154 Ghent St	29972	22518		2	
16	0 St Michael St	28362	22519		2	
	Par No. (29 06 40 0 010 008.XXX)					
17	1212 Barker Dr E	30424	22520		7	
18	258 Siena Vista St	13368	22521		1	
19	3116 Clubhouse Rd	29147	22522		3	
20	2763 Riverside Dr	21857	22523		3	
				$ -		

District total for this group		Numbers of lots cut	
1	4	1	
2	4	2	
3	9	3	
4	0	4	
5	1	5	
6	0	6	
7	2	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Marchetta Jaite 11/22/2022

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1637** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **3rd day of January 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 3 C J Small 4 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1638

Effective Date of Contract:

11/29/2022

Funding Source

Project # Weed Lien Group 1638 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1638	Backup Material	11/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	11/23/2022 - 12:21 PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 23, 2022**

SUBJECT: Weed Lien Group **1638**

Attached, please find Assessment Lists for Weed Lien Group Number **1638** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 11/29/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 01/03/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at (251) 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISIANCE PHOTOS (DATED): 12/1/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 12/15/2022

LEGAL NOTICE ADS: 12/21/2022-12/28/2022

POSTING DATE: 12/27/2022

	WEED LIEN					
	Group 1638 Woodlawn				Res. No.	
11/29/2022	LOTS TO BE DECLARED				58-	
1/3/2023	LOTS FOR PUBLIC HEARING				58-	
//2022	LOTS TO BE ASSESSED FOR COST				58-	
			Case #	Amount	Dis	N/A
No.	Address	SRO No.		Assessed		CBO
1	1040 Dauphin Island Parkway	22481	22555		3	
2	2102 Woodlawn Dr S	22494	22556		3	
3	2056 Woodlawn Dr S	22487	22557		3	
4	1050 Woodlawn Dr W	22482	22558		3	

District total for this group		Total			$ -		
1	0	Numbers of lots cut					
2	0						
3	4						
4	0						
5	0						
6	0						
7	0						
					0		

*ADD Added in from other Groups
*CBO Cut By Owner
out by Inspector

11/23/22
Marchetta Davis

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/23/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/23/2022 - 10:08 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **21** described in the resolution adopted on the **25th** day of **October, 2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **25th** day of **October 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1635** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

58-938 **2022**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1635** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **29th day of November 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: OCT 25 2022

Lisa C. Lambert

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **October 20, 2022**

SUBJECT: WEED LIEN GROUP **1635**

Attached, please find Assessment Lists for Weed Lien Group Number **1635** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/25/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/29/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 10/27/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 11/10/2022

LEGAL NOTICE ADS: 11/16/2022-11/23/2022

POSTING DATE: 11/22/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1635	Res. No.
10/25/2022	LOTS TO BE DECLARED	58-
11/29/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	962 Arlington St	11488	21980		3	
2	202 Cuba St	28600	21981		2	
3	4118 Latimer Lane	29338	21982		5	
4	0 Dauphin Island Pkwy	21476	21983		3	
	Par. No. (29 11 32 1 000 090.XXX)					
5	959 Gorgas St	11250	21984		3	
6	1950 Ryders Lane	21598	21985		3	
7	2519 Greenlawn Dr	29212	21986		4	
8	1569 Greenlawn Dr	29211	21987		4	
9	3507 Keeling Rd	29369	21989		3	
10	3603 Kent Rd	21609	21990		3	
11	2401 Dog River Dr N	21185	21991		4	
12	6925 Chatman Rd	29510	21992		4	
13	2020 Boykin Blvd	11129	21993		3	
14	2852 Haas Ave	21020	21994		1	
15	651 South Carolina St	19548	21996		3	
16	320 Dawn Place	29290	21997		5	
17	2972 Northwest Dr	28345	21998		1	
18	2781 Graham Rd S	29963	21999		7	
19	2217 Hoppin St	21000	22000		3	
20	609 Petit Ave	29560	22001		1	
21	1101 Bay Ave	30146	22064		3	
				$ -		

District total for this group		Numbers of lots cut	
1	3	1	
2	1	2	
3	10	3	
4	4	4	
5	2	5	
6	0	6	
7	1	7	
	21		0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBC Cut By Contractor
*UDL Undeveloped Lot

Larry Jackson 10/20/22
Marchetta Jarte 10-20-22

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

Joseph Snowden, Executive Director, Administration Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	11/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	11/23/2022 - 9:53 AM

November 15, 2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **OCTOBER 2022 – BRENDA RHODES (Employee #11034)**
  Administrative Services

  Fiscal Officer II - Finance Administration

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE FOOD FOR THE THANKSGIVING COMMUNITY RECEPTION FOR DISTRICT ONE TO BE HELD AT FIGURES COMMUNITY CENTER TO BE HELD ON NOVEMBER 26, 2022

Amount of Contract:

$4,237.50

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

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	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/22/2022 - 10:45 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$4,237.50** 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 the Thanksgiving community reception for District 1 to be held at Figures Community Center on November 26, 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 **$4,237.50** 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:11/29/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE 100 TURKEY GIVEAWAY FOR THE CITIZENS OF THEIR COMMUNITY FOR SATURDAY, DECEMBER 17, 2022 IN THE PARKING LOT

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-07 - 10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SMITH MEMORIAL AME CHURCH	Cover Memo	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/22/2022 - 10:51 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$2,000.00** to Smith Memorial A.M.E. Church, from her discretionary funds*; and

WHEREAS, *Smith Memorial A.M.E. Church* is an Alabama unincorporated religious association 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 *Smith Memorial A.M.E. Church to help with the 100 turkeys giveaway for the citizens of their community for Saturday, December 17, 2022 in the parking lot*, 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 **$2,000.00** to Smith Memorial A.M.E. Church for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO HEP ASSIST THE MARCHING COUGARS BAND WITH PURCHASING A FRAME, BANNER AND OPERATIONAL EXPENSES

Amount of Contract:

$1,200.00

Funding Source

Project # DSC-03 / 10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - UNITED METHODIST INNER CITY MISSION OF MOBILE, INC.	Cover Memo	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/22/2022 - 10:58 AM

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 **$1,200.00** to the United Methodist Inner City Mission of Mobile, Inc., from his discretionary funds*; and

WHEREAS, *United Methodist Inner City Mission 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 United Methodist Inner City Mission of Mobile, Inc., *will be used to help assist the Marching Cougars Band with purchasing a frame, banner and operational expenses,* 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 **$1,200.00** to United Methodist Inner City Mission 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:11/29/2022

Submitted by:
Ricardo Woods, City Attorney

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	11/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/28/2022 - 11:49 AM

03-1062 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's appointments of Abe Harper, Jr. and Kelly McGriff, to the Mobile Airport Authority, for terms effective immediately and expiring November 29, 2028, are hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:11/29/2022

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:11/29/2022

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:11/29/2022

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:11/29/2022

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

Sourcewell

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:11/29/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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:11/29/2022

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
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

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

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

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:11/29/2022

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:11/29/2022

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
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
	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
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
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	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

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			
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 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 8

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			

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
2000.80.00.0000.0000.0000.0000.0000.48010.	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:
	2000.80.00.0000.0000.0000.0000.0000.48010.
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

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...

James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

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

Chad Coauette
Title: Executive Director/CEO
Date: 8/27/2019 | 3:22 PM 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:11/29/2022

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.	16087.50	
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

***** 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:11/29/2022

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	1.00	76650.00000	76650.00
	SPECIFIED:	EACH		
	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	1.00	5500.00000	5500.00
	SPECIFIED:	EACH		

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:11/29/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
CLEARWORLD 1613 JUSTIN RD METAIRIE, LA 70001 Tel#15046159000	PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG 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

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:
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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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		EXTENSION	
				Dollars	Cents	Dollars	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:11/29/2022

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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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 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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User Notes:

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.

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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

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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 Higginbotham Insurance Agency, Inc.	NAMED INSURED 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:11/29/2022

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

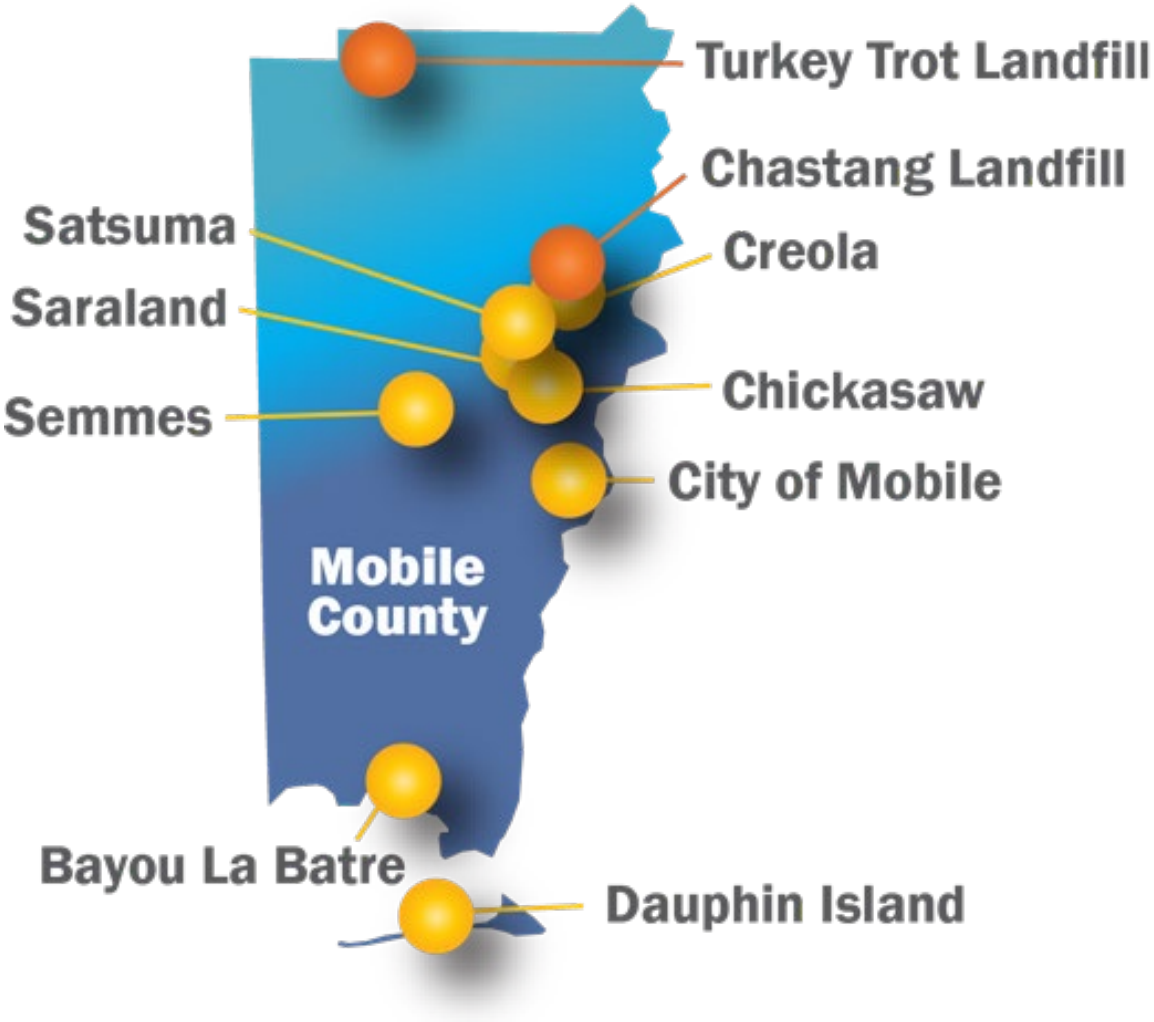

EXHIBIT B: CONSULTANT'S FEE SCHEDULE

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:11/29/2022

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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12 SPECIAL TERMS AND CONDITIONS

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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(1497641062)
User Notes:

(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 PUBLIC ALABAMA STATE AT LARGE My Comm. Expires March 09, 2026

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:	
INSURED	Christian Preus Landscape Architect PLLC 1011 Desoto St Ocean Springs MS 39564

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 :	

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:11/29/2022

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:11/29/2022

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
MY COMMISSION EXPIRES 12-21-2022
ALABAMA STATE AT LARGE

(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:11/29/2022

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 - 10:21 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 SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Southwest Chapter of the Alabama Coalition of Citizens with Disabilities to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on December 13, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Southwest Chapter of the Alabama Coalition of Citizens with Disabilities, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Eric Peebles individually or on behalf of Southwest Chapter of the Alabama Coalition of Citizens with Disabilities, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Southwest Chapter of the Alabama Coalition of Citizens with Disabilities

Business Address: 6750 Howells Ferry Road Mobile, Alabama 36618

Telephone: (251) 460-0301 Trade Name Independent Living Center of Mobile

Business Information

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

X Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 6750 Howells Ferry Road Mobile, Alabama 36618
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Eric Peebles	Executive Director	6707 Highland Circle South Mobile, Alabama 36608	0
			0

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 6750 Howells Ferry Road Mobile, Alabama 36618

What will be your days and hours of operation? Monday through Friday 7am - 5pm

How many vehicles (carriages) do you intend to operate? _____
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2006	Model: E-350
Make: Ford	Year: 2014	Model: E-350
Make: Ford	Year: 2019	Model: E-450

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

vehicles have no insignia, trade name,

vehicle color is white

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Eric Peebles

Date of Birth: _____ Security #: _____

Present Address _____

Home Phone Number: _____ Work Phone Number: 251-460-0301

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Southwest Chapter of the Alabama Coalition of Citizens with Disabilities, INC

Present Position/Title: Executive Director

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
NA	NA	NA	NA

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Eric Peebles
Signature

10/21/22
Date Signed

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Eric Peebles

Applicant's Signature

NAME OF ENTITY:

Southwest Chapter of the Alabama Coalition of Citizens with Disabilities

By: Eric Peebles
Its Chief Executive officer

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15 **DAY OF** November, 2022

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 3, 2024

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Eric Minton Peebles

Nickname(s) or Maiden Name: _____

Current Address

Previous Addre

Personal Descr

Height: 6'1

Weight: 155

Hair Color: Gry

Eye Color: BLU

Social Security Numb

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Eric Peebles

Signature

10/19/2022

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	PEEBLES, ERIC MINTON		
Address:		**Nick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	41
Weight:	155	**Eyes:**	BLUE
Height:	6'01"	**Facial:**	
Hair:	GREY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** ID	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Dwight
DATE: Nov. 09 2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Raymond Stradford

Nickname(s) or Maiden Name: Ray

Current Address: 5

Previous Address:

Personal Description:

Height: 6'3

Weight: 235

Hair Color: Black

Eye Color: Brown

Social Security Nu

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Raymond Stradford Raymond Stradford

Signature

11-08-2022

10-19-22

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	STRADFORD, RAYMOND JR		
Address:		**k Name:**	
Phone:	[redacted]		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	55
Weight:	240	**Eyes:**	BROWN
Height:	6'03"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 11-08-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Cyneria Austin

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'2

Weight: 240

Hair Color: Black

Eye Color: Dark Brown

Social Security Number:

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Cyneria Austin Cyneria Austin

Signature

10/20/22

Date signed

C. Bonsett
11-08-2022

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	AUSTIN, CYNERIA JANAE		
Address	[redacted] CRANBERRY ST	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	43
Weight:	150	**Eyes:**	BROWN
Height:	5'02"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 11-08-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Felicia Jones

Nickname(s) or Maiden Name: _____

Current Address: _ _____

Previous Address: _____

Personal Description:

Height: 5'9"

Weight: 180

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Felicia Jones Felicia Jones

Signature

11-02-2022 C. Knight

10/19/22

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	JONES, FELICIA MONIQUE		
Address	[redacted]	**Nick Name:**	
Phone:	[redacted]		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	45
Weight:	170	**Eyes:**	BROWN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: [signature]

DATE: 11/7/2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Robert L Fox

Nickname(s) or Ma

Current Address:

Previous Address:

Personal Description:

Height: 175

Weight: 5.8

Hair Color: BLK

Eye Color: GRN

Social Security Number:

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Robert L Fox

Signature

10-19-2022

Date signed

Robert L Fox

11-07-2022

Cartwright

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	FOX, ROBERT LEE		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	67
Weight:	175	**Eyes:**	GREEN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY:
DATE: 11-07-2022

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Vincent Calhan

Nickname(s) or Maiden Name: _____

Current Address: _

Previous Address: _

Personal Descripti·

Height: 6'1

Weight: _____

Hair Color: Black

Eye Color: Brown

Social Security Numb... _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

V Calhan

Signature

11-07-2022

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	CALHOUN, VINCENT DARNELL		
Address:		**Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	57
Weight:	270	**Eyes:**	BROWN
Height:	6'01"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Dwight
DATE: 11-07-2022

STATE OF ALABAMA

COUNTY OF MOBILE

ARTICLES OF INCORPORATION

OF

SOUTHWEST CHAPTER OF THE ALABAMA COALITION OF CITIZENS WITH DISABILITIES, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned natural person, as Incorporator, desiring to form a non-profit corporation under the terms of Alabama Code, Sec. 10-3-1 et seq., hereby make the following declaration:

ARTICLE I

The name of the Corporation shall be SOUTHWEST CHAPTER OF THE ALABAMA COALITION OF CITIZENS WITH DISABILITIES, INC.

ARTICLE II

The period of duration of this Corporation shall be perpetual.

ARTICLE III

The purpose for which this Corporation is organized and operated shall be to promote social well-being, specifically to assure the full exercise of the human and constitutional rights of citizens with disabilities.

The Corporation's purpose shall be sought wholly without partisanship and it shall not engage in transactions or activities which are not permitted to be carried on by a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, (or the corresponding provisions of any future act) which is exempt from federal income taxes, or by a corporation, contributions to which are deductible under Section 170(a) of the Internal Revenue Code of 1954, as amended, (or the corresponding provision of any future act). The assets of the Corporation shall at no time insure to the benefit of any person having a person or private interest in this Corporation, except for reasonable allowances for salaries for services actually rendered and for reimbursement in reasonable amounts for expenses actually incurred in attending to the affairs of the Corporation. No substantial part of the activities of this Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation and this Corporation shall not participate in, or intervene in, any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not discriminate on the basis of sex, race, color, religion, or national origin in any aspect.

The Corporation shall have all powers necessary to carry out its purpose, subject to the limitation in the paragraph above.

ARTICLE IV

The affairs of the Corporation shall be managed by a Board of Directors who shall number not less than one (1) nor more than fifty (50). The initial Board of Directors shall consist of the following member whose name and address is:

O. O. Vann
408 Judson Drive East
Mobile, AL 36608

ARTICLE V

This Corporation shall have four classes of members whose qualifications shall be as follows:

Section 1. Any organization organized and duly charted under the laws of the State of Alabama; any governmental or quasi-governmental bodies who have an interest in supporting the aims and purposes of this Council may join the Council upon approval of the Board of Directors. A new member shall not have voting rights until an elapse of three (3) months after joining. However, upon the affirmative vote of all members voting, the three (3) month period for voting may be waived.

Classes of organization membership are:

A. Active Members: Active Members shall be consumer organizations which (1) consist primarily of persons with physical and/or mental disability(ies) and their adherents, and (2) non-profit organizations.

B. Associate Members: Associate Members shall be organizations with an interest in persons with disabilities

but which do not meet the qualifications of Active Membership. As Associate Member shall not be entitled to vote.

Section 2. Any organization already affiliated with the Council prior to the approval of these By-Laws shall continue to be a member.

Section 3. Any individual agreeing with the aims and purposes of this Council may be admitted into membership upon approval of the Board of Directors.

Section 4. Honorary membership may be established for those individuals who have provided outstanding service to this Council or to the physically handicapped. Such membership shall be bestowed at an annual meeting of the Council upon the affirmative vote of a majority of the members present and voting. Honorary membership shall be for life.

ARTICLE VI

The members of the Board of Directors shall be elected by the members of the Corporation in accordance with the By-Laws.

ARTICLE VII

The initial set of By-Laws shall be adopted by the Board of Directors at its first meeting after the organization of this Corporation.

ARTICLE VIII

The name and address of the initial registered agent of the Corporation is O. D. Vann, 408 Judson Drive East, Mobile, AL 36608

ARTICLE IX

In the event of the dissolution of this Corporation, all of its remaining assets and property of every nature and description after the payment of all liabilities and obligations of this Corporation, but not including assets held by the Corporation upon a condition requiring return, transfer, or conveyance upon dissolution, shall be paid over and transferred to one or more corporations, societies, or organizations which engage in activities similar to those of this Corporation and which are then qualified for exemption from federal income taxes as organizations described in Section 501(c)(3) of the internal Revenue Code of 1954, as amended, (or the corresponding provision of any future act).

ARTICLE X

The name and address of each officer of the Corporation who shall hold office until their respective successors are elected by the Board are as follows:

President - O. D. Vann
408 Judson Drive East
Mobile, AL 36608

Vice-President - Joe Romagnano
2221 East Vaughn Drive
Mobile, AL 36605

Treasurer - Earl Monroe
46 Buerger Road
Mobile, AL 36608

Secretary - Milton Courington
Post Office Box 7008
Mobile, AL 36608

ARTICLE XI

This certificate may be amended from time to time by a two-thirds vote of the members in attendance at a special or regular meeting of the members after notice of the proposed amendment has been given in accordance with the rules governing notice to members regarding meetings.

IN WITNESS WHEREOF, I have set my name and address to these Articles of Incorporation on this the 4th day of July, 1989.

(L.S. SEAL)
Incorporator

THIS INSTRUMENT PREPARED BY:

MARC E. BRADLEY, ESQ.
Dauphin Street, Suite 301
Post Office Box 2885
Mobile, AL 366b2

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248574146
Apr. 12, 2011 LTR 4168C E0
56-1900252 000000 00
00012942
BODC: TE

SOUTHWEST CHAPTER OF THE ALABAMA
COALITION OF CITIZENS WITH
DISABILITIES INC
5301 MOFFETT ROAD STE 110
MOBILE AL 36618

013399

Employer Identification Number: 56-1900252
Person to Contact: MRS. CRUZ
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Apr. 04, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in SEPTEMBER 1990.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248574146
Apr. 12, 2011 LTR 4168C E0
58-1900252 000000 00
00012943

SOUTHWEST CHAPTER OF THE ALABAMA
COALITION OF CITIZENS WITH
DISABILITIES INC
5301 MOFFETT ROAD STE 110
MOBILE AL 36618

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations

Automobile

Insurance Company:	AmGUARD Insurance Company
A.M. Best Rating:	A+ (Superior) XV
Policy Term:	10/1/2022 - 10/1/2023

Limits of Coverage:

$1,000,000	Bodily Injury and Property Damage – Each Occurrence
$1,000,000	Hired & Non-Owned Automobile Liability
$5,000	Medical Payments – Per Person *(excluding trailers & large trucks)*
$500,000	Protection against Uninsured/Underinsured Motorist – Bodily Injury Only
Actual Cash Value	Other Than Collision *(fire, theft, etc.)*
Actual Cash Value	Collision

Driver Risk Management Recommendations:

- The MVR of any potential driver should be reviewed, prior to employment (Thames Batré will be glad to advise you concerning the driver qualification requirements of your insurance company)
- No one under 20 years of age should be allowed to operate a vehicle on business for you
- Thames Batré should be advised of any employee(s) to whom a company vehicle is furnished, who does not maintain a Personal Automobile Policy. It may be necessary for us to arrange Drive Other Car Coverage for such an individual
- Thames Batré should be advised of any driving age children who are allowed to operate the company vehicles

Coverage Extensions:

- Employee Hired Auto Liability coverage
- Hired Auto Physical Damage (limited)
- Blanket Additional Insured – when required by written contract

Notable Exclusions – but not limited to:

- Damage to/theft of cargo
- Damage to/theft of personal effects in vehicle
- Damage to employee-owned automobiles
- Pollution incidents – in transit/loading & unloading
- Employee vs Employee injury claims

Specific Conditions:

- Quote is subject to signed and completed applications
- Agree to instate MVR reviews using Care Providers guidelines (given to Gary Foster)
- Agree to verify personal auto insurance for individuals who regularly drive personal autos on behalf of insured. Limits must be at least $100,000 to be acceptable.